

ASTA MOSKOWSKY, PETITIONER, VS. COURT OF APPEALS, ANTONIO C. DORIA, EDGARDO L. ALCARAZ, AND EVANGELINE E. DORIA, RESPONDENTS.

G.R. No. 122860. April 30, 1999

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-122860/>

QUISUMBING, J.:

Subject of the present petition for review on certiorari is the decision of the Seventh Division of the Court of Appeals[1] in CA-G.R. CV-30210, dismissing petitioner's appeal motu proprio for non-payment of docket fees in the trial court.

Petitioner herein Asta Moskowsky, a German national, is seeking to recover her investments in an alleged joint venture with private respondents Antonio C. Doria, Edgardo L. Alcaraz, and Evangeline E. Doria. The procedural antecedents of her case are as follows:

On August 10, 1984, petitioner filed a complaint for collection of sum of money and damages[2] against private respondents, docketed as Civil Case No. 51369, and raffled to the Regional Trial Court of Pasig City, Branch 161.[3] The complaint filed before the court a quo had for its prayer the following:

"WHEREFORE, it is respectfully prayed of this Honorable Court that after trial on the merits, judgment be rendered in favor of the plaintiff and against the defendants, ordering the defendants:

- 1) To return the amount of US\$6,000.00 plus accrued interest to the plaintiff or the equivalent thereof in Philippine currency at the time of payment;
- 2) To reimburse the plaintiff for telephone expenses incurred by her for unauthorized calls between Doria and his patients in the amount of US\$1,016.19 or the equivalent thereof in Philippine currency at the time of payment;
- 3) To reimburse the plaintiff for expenses incurred in connection with the business transactions of Doria at the latter's behest in the amount of US\$724 or the equivalent thereof in Philippine currency at the time of payment;
- 4) To pay the plaintiff moral damages in an amount left to the sound discretion of this Honorable Court;
- 5) To pay the plaintiff exemplary damages in an amount left to the sound discretion of this Honorable Court;
- 6) To pay the plaintiff attorney's fees, costs of suit and expenses of litigation in such amount proved at the trial.

On November 16, 1989, after a protracted trial on the merits, the trial court rendered a decision[4] in favor of petitioner, the dispositive portion of which reads:

"In view of the foregoing, judgment is hereby rendered as follows, ordering the defendants:

- To pay or refund to the plaintiff the sum of US\$5,400.00 or its equivalent - Philippine peso, plus interest in the amount of 14% p.a. until fully paid;

- To reimburse the plaintiff the amount of \$724.00 or its equivalent - Philippine peso;

- To pay damages in the amount of P50,000.00.

To pay the costs.

SO ORDERED."

From that decision, private respondents appealed to the Court of Appeals, raising both factual and legal issues.[5] The Court of Appeals, however, rendered a decision dated May 5, 1995[6] dismissing the appeal solely on the ground of plaintiff-appellee's (petitioner's) alleged non-payment of docket fees in violation of the ruling in *Manchester Development Corporation v. Court of Appeals*[7] as modified in the cases of *Sun Insurance Office Ltd. v. Asuncion*[8] and *Tacay v. Regional Trial Court*[9] with the additional finding that petitioner can no longer pay the docket fees since prescription of the action has already set in.

On May 25, 1995, petitioner duly filed a Motion for Clarification and/or Reconsideration[10] in order to clarify whether the dispositive portion of the decision was referring to the appeal fee or the docket fees payable to the trial court, and in case of the latter, petitioner humbly submitted that the dismissal for non-payment of docket fees is erroneous because plaintiff already paid the docket fees in the trial court, as evidenced by a xerox copy of the official receipt issued by the clerk of court attached to the Motion.

In a Resolution dated November 29, 1995,[11] the Court of Appeals held that:

"It appearing that the arguments raised in the Motion for Reconsideration submitted by plaintiff-appellee were sufficiently discussed and passed upon in our Decision of May 5, 1995, said Motion for Reconsideration dated May 25, 1995, is DENIED.

Nonetheless, considering that the aforesaid decision dealt with non-payment of docketing fees pursuant to the ruling in *Pantranco North Expressway, Inc. v. C.A.* (224 SCRA 477 [1993]), the dispositive portion of the May 5, 1995 decision is clarified such that what is being ordered dismissed therein in Civil Case No. 51369 and not this appeal.

SO ORDERED."

Hence, the present recourse to this Court by way of petition for review on certiorari assailing the finding of the Court of Appeals that petitioner did not pay docket fees in the trial court and the erroneous application of the rules on non-payment of docket fees as enunciated by this Court in the cases of *Manchester*, *Sun Insurance* and *Tacay*.

We find the petition impressed with merit.

At the outset, the resolution of this petition rests on whether or not petitioner actually paid the docket fees in the trial court, and if so, whether or not the correct amount of docket fees were paid. We are totally confounded as to why the Court of Appeals dismissed the appeal when even a cursory review of records would show that plaintiff therein paid P150.00 as docket fees.[12] Utmost circumspection should be exercised by appellate courts in dismissing appeals on grounds which can be readily verified from the records of the case. In *Nerves v. Civil Service Commission*, 276 SCRA 610, 617 (1997), we cautioned that:[13]

"Litigation should, as much as possible, be decided on the merits and not on technicality. Dismissal of appeals purely on technical grounds is frowned upon, and the rules of procedure ought not to be applied in a very rigid, technical sense, for they are adopted to help secure, not override, substantial justice and thereby defeat their very aims. As has been the constant ruling of this Court, every party litigant should be afforded the amplest opportunity for the proper and just determination of his cause, free from the constraints of technicalities."

In this case, the prayer of the complaint only specified the actual damages suffered by petitioner and left the

determination of moral and exemplary damages to the sound discretion of the court. Attorney's fees, costs of suit and expenses of litigation were prayed for in such amounts as may be proven during trial. Ideally, considering that the present case involves collection of sum of money and damages, petitioner should have specified the amount of all her claims, whether for actual, moral, or exemplary damages or any other claims, in the body and prayer of the complaint. However, in view of the attendant circumstances, a more liberal interpretation of the rules is called for.[14] While the docket fees were based only on the amounts specified, the trial court acquired jurisdiction over the action, and judgment awards which were left for determination by the court or as may be proven during trial would still be subject to additional filing fees which shall constitute a lien on the judgment. It would be the responsibility of the Clerk of Court (of the trial court) or his duly authorized deputy to enforce said lien and assess and collect the additional fees.[15]

WHEREFORE, the petition is hereby GRANTED. The decision of the Court of Appeals dated May 5, 1995 and Resolution dated November 29, 1995 dismissing petitioner's appeal are hereby SET ASIDE with a directive to the Court of Appeals to RESOLVE the appeal on the merits with utmost dispatch.

SO ORDERED.

Bellosillo, (Chairman), Puno, Mendoza, and Buena, JJ., concur.

[1] Penned by Associate Justice Conrado M. Vasquez, Jr., and concurred in by Justices Emeterio C. Cui and Angelina Sandoval Gutierrez.

[2] RTC Records, pp. 1-7.

[3] Previously presided by Judge Cicero C. Jurado, later replaced by Judge Efren D. Villanueva who penned the decision.

[4] RTC Records, pp. 621-628.

[5] Appellant's Brief, CA Records, p. 70.

[6] CA Records, pp. 164-167.

[7] 149 SCRA 562, 569 (1987), wherein we held that "[t]he court acquires jurisdiction over any case only upon the payment of the prescribed docket fee," and in order to curb the unethical practice of misleading the docket clerk in the assessment of the correct filing fee, we laid down the rule that "x x x henceforth all complaints, petitions, answers and other similar pleadings should specify the amount of damages being prayed for not only in the body of the pleading but also in the prayer, and said damages shall be considered in the assessment of the filing fees in any case. Any pleading that fails to comply with this requirement shall not be accepted nor admitted, or shall otherwise be expunged from the record."; Circular No. 7 dated March 24, 1988.

[8] 170 SCRA 274 (1989), wherein we affirmed the basic principle laid down in Manchester but reduced its stringency somewhat by providing that only those claims as to which the amounts were not specified would be refused acceptance or expunged and that, in any case, the defect was not necessarily fatal or irremediable as the plaintiff could, on motion be granted a reasonable time within which to amend his complaint and pay the requisite filing fees, unless in the meantime, the period of limitation of the right action was completed.; *Suson v. Court of Appeals*, 278 SCRA 284, 291 (1997), citing *General v. Claravall*, 195 SCRA 625, 626.

[9] 180 SCRA 433 (1989).

[10] CA Records, pp. 168-182.

[11] CA Records, p. 188; Rollo, p. 37.

[12] Attached as Annex "A" to the petition is the original Official Receipt No. 5566502 indicating payment of P150.00 as docket fees.

[13] Citing *A-One Feeds, Inc. v. Court of Appeals*, 100 SCRA 590, 594 (1980).

[14] In this case, the complaint was filed on August 10, 1984 or around three (3) years before our ruling in *Manchester*. In *Pantranco North Express, Inc. v. Court of Appeals*, 224 SCRA 477, 490 (1993), we considered the attendant circumstance that the complaint was filed one (1) year, nine (9) months, and fourteen (14) days before the promulgation of the decision in *Manchester*. "While it is true that in *Sun Insurance* we declared that the *Manchester* ruling applies retrospectively, the fact remains that in the instant case, the last witness for the plaintiff's evidence testified on 20 August 1986, or long before the *Manchester* decision was promulgated, and although the trial court decided this case on 15 December 1989, the petitioner never raised the issue of jurisdiction arising from the insufficiency of the docket fees paid either in its answer or in any subsequent pleading. x x x"

[15] See *Suson v. Court of Appeals*, 278 SCRA 284, 291 (1997), citing *Sun Insurance Office Ltd. v. Asuncion*, *supra*.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.