

**CESAR ROBLES AND ELISA G. DE ROBLES, PETITIONERS, VS.
DONATO TIMARIO, CONSUELO S. DE TIMARIO, AND THE COURT OF
FIRST INSTANCE OF CAMARINES SUR, RESPONDENTS.***G.R. No. 13911. April 28, 1960*

Ponente: LABRADOR, J.

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The records of this case disclose that on May 12, 1955, decision was rendered by Hon. Jose T. Surtida, Judge of the Court of First Instance of Camarines Sur in Civil Case No. 2516, Consuelo J. Timario, plaintiff, vs. Cesar Robles and Elisa G. de Robles, defendants, declaring that the defendants are indebted to the plaintiff in the sum of P9,218.00, with interest at legal rate from the filing of the action until the amount is fully paid. The judgment was not appealed and so it became final. The decision had been rendered on a complaint filed on November 9, 1953, but the extended period of redemption of the land which had been sold with right to repurchase and which was then subject of the suit did not expire until January 6, 1954. However, no objection was interposed on the ground that the cause of action did not exist at the time of the filing of the complaint, so the objection that the action was premature was waived.

On June 14, 1955, the plaintiff brought another civil action against the same defendants in the same court (civil case No. 3015), alleging the existence of the judgment above alluded to and praying that the amount of the judgment (for the sum of P9,218.00, with legal interest from November 9, 1953 until the full amount is paid) as well as the costs, be paid by the defendants to the plaintiff. In this latter case, the Court of First Instance rendered judgment on October 17, 1955, ordering the defendants to pay plaintiff "the sum of P9,218.00 with costs against them." No order for the payment of interest was made in the decision, although the court made reference to its own decision in Civil Case No. 2516, declaring defendants indebted to the plaintiff in the amount of P9,218.00, together with legal interest thereon from November 9, 1953. This second case, Civil Case No. 3015, was appealed from the Court of First Instance to the Court of Appeals. The appellate court rendered judgment affirming the decision of the lower court in the following terms:

"WHEREFORE, the decision appealed from is hereby affirmed, "with double costs against the appellants, the present appeal being frivolous and manifestly intended for delay (Section 3, Rule 131, Rules of Court)." (Annex "B")

The case having been remanded to the Court of First Instance for execution, the judge thereof on November 9, 1957, issued an order for execution to issue, including double the amount of the costs, in accordance with the confirmatory decision of the appellate court (Annex C). On December 14, 1957, the order was amended to read as follows:

"The writ of execution is hereby amended by including therein the legal interest in the sum of P9,218.00 from November 9, 1953 until fully paid and by doubling only the costs in the Court of Appeals." (Annex "D").

A motion to reconsider this amending order was denied, for the alleged reason that in paragraph 1 of the decision,

defendants were ordered to pay interest. Hence the case was brought to this Court upon petition for certiorari, petitioner alleging that the Court of First Instance, acted without or in excess of its jurisdiction in ordering the amendment of the writ of execution, which amendment has altered or changed the decision in Civil Case No. 3015, which had become final and executory long before the amendment. On the filing of the petition, We ordered that the petition be given due course and that a writ of preliminary injunction issue to prevent the Sheriff of Camarines Sur from continuing the sale of the properties of the petitioner under the writ of execution.

The respondents herein have filed an answer to the petition for certiorari, alleging that the inclusion of the legal interest in the order sought to be set aside is in accordance With the decision of the court in Civil Case No. 3516, and that the omission of the legal interest in the dispositive part of the subsequent case was a mere oversight which had made the decision ambiguous and subject to clarification, such that an amendment is necessary in order to make the judgment conform with the pleadings and the evidence as disclosed in the record itself.

The authorities cited by the respondents are the cases of Locsin vs. Parades and Hodges, 63 Phil., 87, Velez vs. Martinez and Chacon, 63 Phil., 231, Beltran vs. Reyes, 55 Phil., 1004, and Ralla vs. Director of Lands, 83 Phil., 491; 46 Off. Gaz. No. 11, 5487, and the citations in 49 C. J. S. Sec. 436, pp. 863-864; 867-868. In the first case of Locsin vs. Paredes and Hodges supra, it was found that the word "severally" was omitted in the decision the amendment of which was sought, and it was decided therein that the omission of the word "severally" in the judgment created an ambiguity which may be clarified even after the decision had become final. Note that the omission of the word "severally" actually created an ambiguity in the body of the decision. In the case of Velez vs. Martinez and Chacon, supra, Velez was sued in his capacity as administrator of the estate, but in the judgment he was personally made to pay for the amount of the judgment. The judgment reads as follows:

" 'In view of the foregoing, it is hereby ordered that the herein defendant give to the herein plaintiff Ramon Chacon the possession of the land described in the complaint heading this case and to turn over, furthermore, to the said plaintiff the amount of P1,326.54 with interest at 6 per cent per annum from March 30, 1930, until fully paid; without coats. It is so ordered."

A writ of execution was issued by virtue of the judgment. and proceedings having been taken to prevent its enforcement, the court held that inasmuch as the action was taken against Velez in his capacity as administrator, the judgment is not against him personally but in his capacity as administrator. We held in that case that the order issued by the judge was rendered beyond his authority and that the execution issued by virtue of the order was also null and void.

In the first case cited, Locsin vs. Paredes and Hodges, we declared there was ambiguity in the judgment, which ambiguity could be remedied by amendment, a situation which does not appear in the case at bar, in which no ambiguity exists at all. The second case of Velez vs. Martinez and Chacon is also no authority for the case at bar. The action was to annul an order and a writ of execution issued in pursuance thereto; it was not a mere amendment of a final judgment. Neither can it therefore, be applicable to the case at bar. So also all the cases of Beltran vs. Reyes, supra, and, Ralla vs. Director of Lands, supra, wherein ambiguous statements in the decision needed interpretation, and such ambiguities authorized inquiry into the body of the decision for the purpose of clarification.

In the case at bar, no ambiguity of any kind exists in the dispositive part of the judgment. The dispositive part of the judgment rendered in Civil Case No. 3015, both by the Court of First Instance and the Court of Appeals, absolutely makes no mention of any interest on the amount of the judgment, hence there is no ambiguity to be clarified from the statements made in the body of the decision. What actually happened in the case at bar is an oversight on the part of the judge and of the Court of Appeals, in not including an order for the payment of interest, and a parallel neglect on the part of counsel for the plaintiff-appellee in not seeking a modification of the

judgment in either court by the inclusion of the interest on the amount of the judgment. There was a judicial oversight which counsel has neglected to remedy both in the Court of First Instance and in the Court of Appeals. The situation is one in which an oversight is sought to be remedied by claiming an ambiguity not apparent in the dispositive part. While it was within the power or within the duty of both the Court of First Instance and the Court of Appeals to have rendered judgment for the interest on the amount of the judgment, neither of said courts had noted or remedied the omission. The general power, of courts to amend their judgments or orders to make them conformable to justice, can not be invoked to Correct an oversight or error as a judicial error, may not be considered as a mere ambiguity, curable without a proper proceeding filed before the judgment had become final. The situation in the case at bar is covered by Freeman on Judgments, quoted by us in the case of Marasigan vs. Ronquillo, 94 Phil., 237; 50 Off. Gaz., 606.

"The general power to correct clerical errors and omissions does not authorize the court to repair its own inaction, to make the record and judgment say what the court did not adjudge, although it had a clear right to do so. The court cannot under the guise of correcting its record put upon it an order or judgment it never made or rendered, or add something to either which was not originally included although it might and should have so ordered or adjudged in the first instance. It cannot thus repair its own lapses and omissions to do what it could legally and properly have done at the right time. A court's mistake in leaving out of its decision something which it ought to have put in, and something in issue of which it intended but failed to dispose, is a judicial error, not a mere clerical misprision, and cannot be corrected by adding to the entered judgment the omitted matter on the theory of making the entry conform to the actual judgment entered." (Freeman on Judgments, Sec. 141. Vol. 1, p. 273).

"But the failure of the court to render judgment according to law must not be treated as a clerical misprision. Where there is nothing to show that the judgment entered is not the judgment ordered by the court, it cannot be amended. On the one hand, it is certain that proceedings for the amendment of judgments ought never to be permitted to become revisory or appellate in their nature; ought never to be the means of modifying or enlarging the judgment or the judgment record, so that it shall express something which the court did not pronounce, even although the proposed amendment embraces matter which ought clearly to have been so pronounced." (Freeman on Judgments, Vol. I, Sec. 142, pp. 274-275).

A case in point was decided by this Court in Jabon, et al. vs. Alo, et al., 97 Phil., 751; 48 Off. Gaz., 8348. In this latter case, the court declared plaintiff owner of the portions of the land in question, but no directive was made in the said judgment to put plaintiff in possession of the said portions adjudicated to him. After lapse of more than one year since the decision had become final, plaintiff moved for a modification of the dispositive part of the decision by including therein an order directing defendants to vacate the portions of the land in question.

We held that the dispositive part of the decision can no longer be modified as prayed for. The authorities cited in the memorandum filed by the petitioner seem to be in point. They are as follows:

"The only portion of the decision that becomes the subject of execution is that ordained or decreed in the dispositive part. Whatever may be found in the body of the decision can only be considered as part of the reasons or conclusions of the Court and while they may serve as Guide or enlightenment to determine the ratio decidendi, what is controlling is what appears in the dispositive part of the decision." (Rosario Nery Edwards, et al., vs. Jose Arce et al., 98 Phil., 688; 62 Off. Gaz., 2487).

* * * * *

"The Court should not require the collection of interest when the judgment on which it is issued does not give it, and interest is not allowed by statute. This has been held to be the rule even where interest on judgment is allowed by statute, if the judgment does not include it." (33 C.J.S. No. 75b p. 216).

Considering that the dispositive part, of both of the decisions of the Court of First Instance in Civil Case No. 3015, and of the Court of Appeals in CA—G. R. No. 17320-R, contain no provision on the interest to be paid on the judgment, we hold that it is beyond the power of the respondent court to issue a writ of execution for the payment of the principal obligation with the interest thereon, because the amount of the interest was not included in both judgments of the Court of First Instance and the Court of Appeals.

Wherefore, the order sought to be reviewed is hereby set aside. The injunction issued by Us is hereby declared permanent, with costs against the respondents Donato Timario and Consuelo S. de Timario.

Paras, C. J., Bengzon, Bautista Angelo, Concepcion, and Gutierrez David, JJ., concur.

DISSENTING OPINION

MONTEMAYOR, J.:

It is with deep regret that I feel myself constrained to dissent from the learned majority opinion penned by Mr. Justice Labrador. It is an opinion comprehensive and well written and states the facts of the case correctly and fully. Only that, in my opinion, it suffers from a flaw, in that it perhaps unwittingly permits a miscarriage of justice by sticking too closely and strictly to the rules and to the technicalities of the law, overlooking the justice and the relief that respondents Donato Timario and Consuelo S. de Timario fully deserve.

Respondents obtained a judgment which has long become final, against petitioners on May 12, 1955 for the sum of P9,218.00 with interest at the legal rate from, the filing of the action, that is to say, from November 9, 1953. There is absolutely no question that the obligation was for P9,218.00 with legal interest. Respondents brought the present action to enforce said judgment for the payment of P9,218.00 with legal interest. The trial court in its decision made reference to this former, final decision, calling for the payment of P9,218.00 with legal interest and it approved and granted the enforcement, only that in the dispositive part of the decision, it, involuntarily omitted or forgot the payment of legal interest. It was a clear oversight or involuntary omission. Even the majority opinion says so when it stated, "what actually happened in the case at bar is an oversight on the part of the judge and of the Court of Appeals, in not including an order for the payment of interest".

Shall we allow a party to suffer actual, real and substantial injustice and be deprived of the payment of interest even at the legal rate, which interest has been declared, sanctioned and determined in a final decision, just because in the enforcement of said final decision, the courts have overlooked, omitted and forgotten to mention the payment of said legal interest?

There is, in my opinion, nothing sacred or sacrosanct in the dispositive part of a final decision which precludes its being touched, amended, corrected and clarified, when it clearly appears that said dispositive part does not reflect and embody as it should the decision itself. The dispositive part merely consolidates and expresses briefly the body of the decision and its conclusion, and gives it due course. If it makes a mistake, clerical or otherwise, through oversight, omission, etc., that mistake could and should, in the interest of justice, be stricken down as an outlaw or intruder that has no reason to be there, and the corresponding correction or clarification immediately effected. Otherwise, courts of justice would fail in their mission and the responsibility to administer real, substantial justice or as near it, as is possible, to the parties on the merits of their claims and defenses, if said courts place too much emphasis on and adhere too closely to technicalities of the law.

Supposing that in the present case, although the final decision sought to be enforced called only for the payment of P9,218.00, the dispositive part of the present decision, although in its body it made reference as it did to and correctly stated the said amount of P9,218.00, through oversight or clerical error, placed the comma between the figures 2 and 1 and added one zero after 8, followed by the decimal point, so as to make the sum of P92,180.00 instead, and the trial court and the Court of Appeals and the parties, through oversight, carelessness or overconfidence had allowed said decision with the erroneous dispositive part to become final and conclusive. Surely, that kind of error would not entitle the respondents to receive P92,180.00 instead of P9,218.00, neither could it compel the petitioners to pay the said clearly incorrect and erroneous amount. In that case, this High Tribunal would intervene, examine the record of the case, examine the body of the decision, strike down the error in the dispositive part and make it conform to the body of the decision and the merits of the case as found by the trial court. The noble edifice of the administration of justice would not long stand and endure if judicial errors unintentionally committed through oversight, are allowed to undermine it. And this danger could be effectively avoided and prevented by a more liberal interpretation and application of the law. The Rules of Court themselves provide for a liberal construction of the same, saying that the rules shall be construed liberally in order to promote their objective and to assist the parties in obtaining just, speedy and inexpensive determination of every action and proceeding.

In the first case cited by the majority opinion, *Locsin vs. Paredes and Hodges*, 63 Phil., 87, the decision of the trial court omitted the word "severally", and yet when this Tribunal found out even after said decision had become final, that the obligation was not only joint but several, we ignored the omission and allowed the trial court to cure it by considering that the omitted word "severally" was actually contained in the decision. Although the decision in that case was already final, still we virtually modified it by practically allowing the insertion of the word "severally", which word was not there in the first place, in order to make the decision conform to the merits of the case, although we said that it was to clarify the ambiguity in the dispositive part. Why could not we in the present case cure the error or omission committed by inserting as it were the phrase, "with interest at the legal rate from the filing of the action", knowing that the respondents are fully entitled to said legal interest and the petitioners liable to pay it on the basis of the final decision being enforced. That would clear the ambiguity. But the majority opinion says that there is no ambiguity in the present case. I believe there is, because whereas the dispositive part makes no mention of the payment of interest, the decision sought to be enforced provides for said payment of interest, and the very body of the present decision refers to said payment of interest and in effect grants and approves its enforcement.

Again, in the case of *Velez vs. Martinez and Chacon*, 63 Phil., 231, cited and discussed in the majority opinion, the trial court in its decision sought to hold the defendant personally responsible for the payment of a certain amount with interest. In order to correct the error and administer justice, we had to examine the record of the case and when we found that the defendant was sued not in his personal capacity but as administrator, we held that the trial court could not hold him personally responsible but only as an administrator. In other words, to administer justice in that case, we went through and, beyond, even ignored the dispositive part of a trial court's final decision and after examining the record, we in effect modified the dispositive part of said final decision so as to conform to the record and the merits of the case.

I agree with the majority that ordinarily, the judgment in a case contained in the dispositive part should be respected and followed, specially when it has become final, but when, as in the present case, there is a manifest error or omission which substantially affects the rights of one of the parties, and the trial court which had committed that error itself is disposed and wants to correct its error or omission, we should disregard technicalities and allow the trial court to correct its own error. In trying to do so, the trial court in its order of January 15, 1958, said:

"Although the dispositive part of the decision does not order the defendants to pay interest on the sum of P9,218.00, nevertheless, in paragraph 1 of the decision it clearly appears that the defendants were ordered to pay legal interest on the said sum. For this reason, the motion to set aside the order of this court of December 14, 1957 ordering payment of said interest is denied."

However, we, through the majority opinion, decline and refuse to allow said trial court to make correction of its involuntary error. And to my mind, there lies the whole trouble, nay, the tragedy of the whole unfortunate situation.

Another point of view suggests itself. As already stated, the present action was brought merely to enforce the first or final decision which called for the payment of P9,218.00 and the payment of legal interest. Since the present decision authorizes said enforcement, may it or can it in the process of enforcement modify the final decision to be enforced by increasing or diminishing the amount or omitting the payment of legal interest? I do not believe so. It must enforce the final decision if at all, faithfully, fully and in its entirety. It cannot enforce the payment of the amount and leave the payment of legal interest for another action for enforcement. In other words, a final decision may not be enforced by means of or through a subsequent decision, piecemeal. Otherwise, that would mean multiplicity of suits because the winning party would have to bring another action to enforce that part of the decision regarding payment of the interest which was involuntarily omitted in the enforcing decision. This, in my opinion, is another reason why the dispositive part of the present decision should be clarified and made to conform to the body of the decision and the record of the case by considering as included in said dispositive part, the payment of legal interest.

The amount involved in the legal interest is quite substantial. It is interest at the legal rate from November 9, 1953 on the rather considerable amount of P9,218.00. The respondents who were adjudged by final decision liable for said amount and interest have delayed the said payment and even had taken the case on appeal to the Court of Appeals, which court declared the appeal to be frivolous and condemned them to pay double costs. By the time this decision becomes final, almost seven years will have passed from November 9, 1953. The interest on P9,218.00 for that period at the legal rate would be quite substantial and with the majority opinion, we shall be depriving respondents of that, in my opinion, unjustly, merely on technical grounds.

In conclusion, I hold that an error committed through oversight in the dispositive part of a decision may be corrected even if the latter has become final, in order to conform to the body of the decision, this, in order to serve the interests of justice; that where as in the present case, the error was really unintentional because the body of the decision as to the amount of the judgment and the payment of legal interest, is clear, and the trial court that committed the error realizes it and to make amends, wants to correct the error, it should be allowed to do so by this Tribunal; that where as in the present case, the decision in question and the dispositive part thereof merely seek to enforce a prior, final judgment, said final decision must stand in its entirety and integrity without any alteration, amendment, increase or diminution of the amount involved, including the payment of interest, and the decision enforcing the same must enforce it fully, in its entirety, and it may not intentionally or otherwise, modify, alter, diminish or increase the amount of the judgment. Neither may it enforce the prior judgment only partially or piecemeal so as to leave the enforcement of the rest of the judgment to a subsequent action for that would mean multiplicity of suits.

For the foregoing reasons, I dissent.

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