

SPOUSES PAPA AND LOLITA MANALILI, PETITIONERS, VS. SPOUSES ARSENIO AND GLICERIA DE LEON, RESPONDENTS.

G.R. No. 140858. November 27, 2001

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Appeal is not a constitutional right but a mere statutory privilege. It must be exercised strictly in accordance with the provisions of the law and rules. Specifically, the payment of docket fees within the period for perfecting an appeal is mandatory. In the present case, petitioners have not given sufficient reason why they should be exempt from this stringent rule.

Statement of the Case

Before us is a Petition for Review under Rule 45[1] of the Rules of Court, praying that the two Resolutions promulgated by the Court of Appeals[2] (CA) on August 10, 1999 and November 17, 1999 in CA-GR CV No. 62180 be set aside. The above Resolutions disposed as follows:

August 10, 1999 Resolution

"Considering the report of the Branch Clerk of Court of the Regional Trial Court, Las Piñas (Branch 254) that there are no official receipts evidencing payment of appellants['] docket fee in Civil Case No. LP-97-0271 entitled Spouses Papa and Lolita Manalili, plaintiffs vs. Spouses Arsenio and Glicerica de Leon, defendants; the initial appeal is hereby DISMISSED for failure to pay the docket and other lawful fees to the Clerk of said court within the period for taking an appeal as required by Rule 50, Sec. 1[c] x x x." [3]

November 17, 1999 Resolution

"Having perused appellants' motion for reconsideration and finding that no satisfactory reasons have been adduced for their failure to pay the docket fees, the Court resolved to DENY the motion. Payment in full of docket fees within the prescribed period is mandatory and non-compliance therewith may cause the dismissal of the appeal pursuant to Sec. 1(c), Rule 50 of 1997 Rules of Civil Procedure x x x." [4]

The Facts

The undisputed antecedents were summarized by the trial court[5] in this wise:

"Evidence disclosed that herein plaintiffs [petitioners in the present case] mortgaged their residential house and lot situated at No. 19 Aguirre Avenue, Phase 5, Pilar Village, Las Piñas City covered by Transfer Certificate of Title No. T-40309 of the Registry of Deeds of Las Piñas City to a lending institution owned by Mr. Rey Camua for PHP945,000.00. Unable to redeem said mortgage on its maturity date, herein plaintiffs, foreseeing that they would not qualify for a million-peso bank loan, approached and sought the help of their friends and business associates, herein defendants to secure in their behalf a loan using herein subject property as collateral, from China Banking Corporation, the defendants [respondents in the present case] being depositors and clients in good standing of the said bank. As agreed upon by herein parties, for a lower capital gains tax, a Deed of Sale

for a consideration of PHP250,000.00 dated 10 July 1996 was executed by herein plaintiffs over herein subject property in favor of herein defendants for and only [for the] purpose to facilitate the transfer of title over herein subject property from the name of herein plaintiffs to the name of herein defendants, which step was necessary for mortgaging the subject property with China Banking Corporation for PHP1.4 million in the name of herein defendants. Thus, Transfer Certificate of Title No. T-55745 by the Registry of Deeds of Las Piñas City in the name of herein defendants.

"To place everything safely in any eventuality, herein parties agreed and privately entered into an `AGREEMENT' dated 10 July 1996, setting forth and stipulating therein, to wit:

`f) That the SECOND PARTY has no interest whatsoever in acquiring the property being sold by the FIRST PARTY, it being understood further that the only purpose of the Deed of Sale of the property executed by the FIRST PARTY in favor of the SECOND PARTY is to secure a much higher loan from the Bank of the SECOND PARTY and in order that the FIRST PARTY shall now be able to settle the obligation of the FIRST PARTY to the SECOND PARTY, and that the aforesaid Deed of Sale shall become null and void and without full force and effect should the FIRST PARTY have fully complied with the terms and conditions stipulated in this Agreement[;] however, in the event the FIRST PARTY failed to pay the six (6) consecutive monthly payments, the Deed of Sale over the property executed between the FIRST PARTY and the SECOND PARTY shall be honored and binding upon the said parties;'

"Also agreed upon, another unauthorized Deed of Sale also dated 10 July 1996 for PHP1.4 million over herein subjected property was executed by herein plaintiffs in favor of herein defendants.

"While awaiting approval and release of the bank loan, herein plaintiffs requested and received from herein defendants cash-advances totaling PHP246,542.00.

"Evidence adduced, further established that herein plaintiffs were able to pay only the first monthly installment of the bank loan defaulting thereafter in the succeeding installments. As a consequence thereof, the bank debited each monthly installment of PHP25,000.00 due against herein defendants[`] bank account with the same bank for six consecutive monthly installments. Naturally, constrained by this development, herein defendants decided to enforce their AGREEMENT with plaintiffs via an ejectment suit now pending in another forum, to which suit herein plaintiffs retaliated by filing this instant case."[6]

After trial on the merits, the trial court dismissed the Complaint. This prompted petitioners to file a Notice of Appeal on February 4, 1999. As already stated, the CA dismissed the appeal because of nonpayment of the appellate docket fees.

Hence, this Petition.[7]

Issues

In their Memorandum,[8] petitioners raise the following issues for our consideration:

"I

Whether or not the Honorable Court of Appeals ERRED in outrightly dismissing the Appeal of the Petitioners and in DENYING Petitioner's Motion for Reconsideration despite the fact that the non-payment of the appellate court docket fee was unintentional and was due to inadvertence; and

"II

Whether or not the Honorable Court of Appeals ERRED in disregarding and without giving due regard and consideration to existing jurisprudence and rulings of the Honorable Supreme Court reducing the stringency by relaxing [some way] somehow the strict application of the rules on the payment of docket fees."[9]

The Court's Ruling

The Petition is devoid of merit.

First Issue:

Nonpayment of Docket Fees

Petitioners contend that the Court of Appeals should not have outrightly dismissed their appeal because the nonpayment of the appellate docket fees was due to inadvertence. To demonstrate their good faith and willingness to pay, they even paid double the amount, as evidenced by Money Order Nos. 3795488 and 3795489.

We are not convinced. Time and time again, this Court has consistently held that the "payment of docket fees within the prescribed period is mandatory for the perfection of an appeal. Without such payment, the appellate court does not acquire jurisdiction over the subject matter of the action and the decision sought to be appealed from becomes final and executory."^[10]

Appeal is not a right, but a mere statutory privilege. Corollary to this principle is that the appeal must be exercised strictly in accordance with provisions set by law. Rule 41 of the Rules of Court provides that an appeal to the CA from a case decided by the regional trial court in the exercise of the latter's original jurisdiction shall be taken within fifteen (15) days from the notice of judgment or final order appealed from. Such appeal is made by filing a notice thereof with the court that rendered the judgment or final order and by serving a copy of that notice upon the adverse party. Furthermore, within this same period, appellant shall pay to the clerk of the court which rendered the judgment or final order appealed from, the full amount of the appellate court docket and other lawful fees. The payment of docket fees within this period is mandatory for the perfection of the appeal. Otherwise, the appellate court would not be able to act on the subject matter of the action, and the decision sought to be appealed from becomes final and executory.^[11]

In short, the payment of the appellate docket fee is not a mere technicality of law or procedure. It is an essential requirement, without which the decision or final order appealed from would become final and executory as if no appeal was filed at all.

Second Issue:

Relaxation of the Rule on Nonpayment of Docket Fees

Admitting their inadvertence, petitioners point out, however, that the Court has relaxed, in certain instances, the stringent application of the rule on the payment of appellate docket fees.

We are not persuaded. True, "the strict application of the jurisdictional nature of the above rule on payment of appellate docket fees may be mitigated under exceptional circumstances to better serve the interest of justice."^[12]

In the present case, petitioners have not presented any sufficient or satisfactory reason to warrant an exception from the mandatory rule on the payment of appellate docket fees. Their late payment will not change the fact that the trial court Decision, which they wanted the appellate court to review, has already become final and executory.

The explanation given by petitioners' counsel for the late payment, which was almost 10-months^[13] after the reglementary period to perfect an appeal, was that his clients, being laymen, failed to follow his specific instructions to personally file the Notice of Appeal and pay the appellate docket fees to the clerk of court. Such inadvertence is not a compelling reason for us to relax the strict requirement for the timely payment of appellate docket fees. Besides, counsel cannot be excused for this lapse by simply passing the blame, as it were, to his clients. It is his responsibility to see to it that the stringent requirements for an appeal are complied with.

WHEREFORE, the Petition is hereby DENIED and the assailed Decision and Resolution AFFIRMED. Costs

against petitioners.

SO ORDERED.

Melo, (Chairman), Vitug, Sandoval-Gutierrez, and Carpio, JJ., concur.

[1] Rollo, pp. 8-14. The Petition was signed by Atty. Gregorio D. Caneda Jr., counsel for the petitioners.

[2] Eleventh Division. Both Resolutions were written by J. Portia Aliño-Hormachuelos and concurred in by JJ Buenaventura J. Guerrero (Division chairman) and Remedios A. Salazar-Fernando (member).

[3] Resolution dated August 10, 1999; rollo, pp. 18-19.

[4] Resolution dated November 17, 1999; rollo, p. 21.

[5] Penned by Judge Manuel B. Fernandez Jr. of the Regional Trial Court, National Capital Region, Branch 254, Las Piñas City.

[6] Trial court Decision, pp. 2-4; rollo, pp. 33-35.

[7] This case was deemed submitted for resolution on August 10, 2000, upon receipt by this Court of petitioners' Memorandum signed by Atty. Gregorio D. Caneda Jr. Respondents' Memorandum, signed by Atty. Pablito G. Baluyut, was received by this Court on August 8, 2000.

[8] Rollo, pp. 69-78.

[9] Memorandum for petitioner, p. 6; rollo, p. 74.

[10] Yambao v. Court of Appeals, GR No. 140894, November 27, 2000, per Gonzaga-Reyes, J.

[11] Supra.

[12] Ayala Land, Inc. v. Sps. Morris Carpo and Socorro Carpo, GR No. 140162, November 22, 2000, per Mendoza, J.

[13] December 13, 1999; Comment, p. 2; rollo, p. 51.

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