POLIAND INDUSTRIAL LIMITED, PETITIONER, VS. NATIONAL DEVELOPMENT COMPANY, DEVELOPMENT BANK OF THE PHILIPPINES, AND THE HONORABLE COURT OF APPEALS (FOURTEENTH DIVISION), RESPONDE...

G.R. NO. 143866. May 19, 2006

Ponente: TINGA, J.

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TINGA, J.:

For resolution is the "Motion For Leave to File And To Admit The Attached Second Motion For Partial Reconsideration" filed by Poliand Industrial Limited (POLIAND), seeking the partial review of the Court's Resolution dated November 23, 2005. Poliand is the petitioner in G.R. No. 143866 and the respondent in G.R. No. 143877. On August 22, 2005, the Court promulgated a consolidated Decision in G.R. Nos. 143866 & 143877, the dispositive portion of which reads:

> WHEREFORE, both Petitions in G.R. No. 143866 and G.R. No. 143877 are DENIED. The Decision of the Court of Appeals in CA-G.R. CV No. 53257 is MODIFIED to the extent that National Development Company is liable to Poliand Industrial Limited for the amount of One Million One Hundred Ninety Three Thousand Two Hundred Ninety Eight US Dollars and Fifty Six US Cents (US$ 1, 193, 298.56), plus interest of 12% per annum computed from 25 September 1991 until fully paid. In other respects, said Decision is AFFIRMED. No pronouncement as to costs.
>
> SO ORDERED.

Both POLIAND and National Development Company (NDC) separately filed motions for partial reconsideration. Poliand, for its part, asserted that the computation of interest should be reckoned from September 12, 1984, the date of the last foreclosure sale of the vessels, in conformity with the dispositive portion of the Court of Appeals' Decision. The Court denied the separate motions of Poliand and NDC in its November 23, 2005 Resolution. More than simply denying Poliand's motion for reconsideration, said Resolution passed upon for the first time the issue on the computation of interest and, thus, modified the August 22, 2005 Decision by reckoning the computation of interest from the date of the finality of judgment. Not satisfied with the Court's ruling, Poliand filed the instant subsequent motion for reconsideration with leave of court, praying in the alternative that the interest rate should be computed from September 25, 1991, the date of extrajudicial demand, that is, in conformity with the tack ordered in the Decision dated August 22, 2005.

Ordinarily, no second motion for reconsideration of a judgment or final resolution by the same party shall be entertained.[1] Essentially, however, the instant motion is not a second motion for reconsideration since the viable relief it seeks calls for the review, not of the Decision dated August 22, 2005, but the November 23, 2005 Resolution which delved for the first time on the issue of the reckoning date of the computation of interest. In resolving the instant motion, the Court will be reverting to the Decision dated August 22, 2005. In so doing, the Court will be shunning further delay so as to ensure that finis is written to this controversy and the adjudication of

this case attains finality at the earliest possible time as it should.

After going over the instant motion, the Court is persuaded to take a fresh scrutiny of the facts and circumstances obtaining herein and accordingly modify its finding that Poliand's claim cannot be considered due and demandable until the finality of the Court's Decision. Indeed, there are certain factual premises which the Court glossed over in arriving at such pronouncement. First, the trial court had already made a factual finding to the effect that extrajudicial demands had been made by Poliand on September 25, 1991 on NDC, Galleon Shipping Corporation and Development Bank of the Philippines, not only with respect to the alleged loan accommodations granted to Galleon but also, in the alternative, with respect to the maritime lien. Second, the extrajudicial demand on NDC for the payment of the maritime lien was for a specified amount, which was the same amount prayed for in the complaint and eventually upheld by the trial court. This fact indicates that upon extrajudicial demand, Poliand's claim for the satisfaction of the maritime lien had already been ascertained. An account that has been "liquidated" can also mean that the item has been made certain as to what, and how much, is deemed to be owing.[2] The amount claimed and the date of demand being both certain, to arrive at the liquidated amount would merely be a matter of mathematical computation.[3]

The finding of the trial court that an extrajudicial demand was made by Poliand on September 25, 1991 on NDC for the payment of a determinate amount equivalent to its maritime lien, unmodified as it was by the appellate court, constitutes adequate basis to conclude that as of said date, Poliand's claim was already due and demandable. Such factual finding of the trial court, duly supported as it is by the evidence on record, deserves great weight and respect and is binding on the Court.

Poliand's main stance that the interest payment on its maritime lien should be reckoned from the date of the last foreclosure sale of the vessels has no merit, apart from being barred by the rule against second motions for reconsideration.

Poliand contends that the Court's finding that the institution of the extrajudicial foreclosure proceedings was tainted with bad faith provides the basis to reckon the computation of legal interest from the date of the foreclosure sale. Suffice it to say, this theory has no basis in law. An act done in bad faith may be the basis of some other award but not the award of legal interest.

Next, Poliand argues that the payment of legal interest should be reckoned from the date of the last foreclosure sale of the vessels or on September 12, 1984 on the basis of Section 17 (a) of Presidential Decree No. 1521.[4] The provision is inapplicable to the question of interest payment as it merely enumerates the prioritized liens which are entitled to satisfaction upon the sale of a mortgaged vessel.

WHEREFORE, the instant "second" Motion for Partial Reconsideration dated December 30, 2005 is GRANTED. The dispositive portion of the Decision dated August 22, 2005 in G.R. No. 143866 and G.R. No. 143877 is REINSTATED in full.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Callejo, Sr., and Chico-Nazario, JJ., concur.

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[1]Rule 52, Section 2, in relation to Rule 56, Section 4, of the 1997 Rules of Court.

[2]Diaz v Sandiganbayan, G.R. No. 125213, January 26, 1999, 302 SCRA 118

[3] Tropical Homes, Inc. v. Court of Appeals, G.R. No. 111858, May 14, 1997, 272 SCRA 428.

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[4] Sec. 17. Preferred Maritime Lien, Priorities, Other Liens - (a) Upon the sale of any mortgaged vessel in any extra-judicial sale or by order of a district court of the Philippines in any suit in rem in admiralty for the enforcement of a preferred mortgaged lien thereon, all pre-existing claims in the vessel, including any possessory common-law lien of which a lienor is deprived under the provisions of Section 16 of this Decree, shall be held terminated and shall thereafter attach, in like amount and in accordance with the priorities established therein to the proceeds of the sale. The preferred mortgage lien shall have priority over all claims against the vessel, except the following claims in the order stated: (1) expenses and fees allowed and costs taxed by the court and taxes due to the Government; (2) crew's wages; (3) general average; (4) salvage, including contract salvage; (5) maritime liens arising prior in time to the recording of the preferred mortgage; (6) damages arising out of tort; and (7) preferred mortgage registered prior in time.

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