

SPOUSES ANTON AND EILEEN LIM, PETITIONERS, VS. UNI-TAN MARKETING CORPORATION, RESPONDENT.

G.R. No. 147328. February 20, 2002

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

In resolving this case, we reiterate two doctrines: (1) the attachment to a petition for review of the “duplicate original” or certified true copy of the assailed decision is mandatory; the failure to do so will result in the outright dismissal of the suit; and (2) in the absence of bad faith, the trial judge who authorized, the plaintiff who benefited and the sheriff who conducted the immediate execution of a favorable ejectment judgment pending appeal are not liable for alleged damages resulting from the failure of the defendant to follow the rules on appeal and to stay execution through the filing of a supersedeas bond.

The Case

Before us is a Petition for Review on Certiorari[1] under Rule 45 of the Rules of Court, seeking to set aside the November 6, 2000 and February 27, 2001 Resolutions[2] of the Court of Appeals (CA) in CA-GR SP No. 61515. The first assailed Resolution disposed as follows:

"WHEREFORE, we RESOLVED to DISMISS, as we hereby OUTRIGHTLY DISMISS, the present Petition for Review.”[3]

The second Resolution[4] denied petitioners’ Motion for Reconsideration.

The Facts

The facts, as related by petitioners in their Memorandum,[5] are as follows:

“1. Respondent filed before the Metropolitan Trial Court of Manila (Branch XI), a complaint against petitioners for Unlawful Detainer, docketed as Civil Case No.163168-CV and entitled, ‘Uni-Tan Marketing Corporation, Plaintiff, versus SPS. Antonio & Aileen Lim, Defendants’.

“2. After the parties had filed their respective position papers, the Metropolitan Trial Court rendered a Decision dated August 6, 1999, the dispositive portion of which reads as follows:

“WHEREFORE, judgment is rendered in favor of the plaintiff and against the defendants ordering-

‘1. The defendants and all persons claiming rights under them to immediately vacate the premises known as 1578-C Mayhaligue St., Sta. Cruz, Manila, and surrender its peaceful possession to the plaintiff;

‘2. The defendants to pay the plaintiff the sum of P12,500.00 per month starting May, 1998, and every month thereafter until they shall have finally and actually vacated the subject premises;

‘3. To pay the plaintiff the amount of P10,000.00 for and as attorney’s fees; and to pay the costs of the suit.’

“3. On August 27, 1999 and within the reglementary period therefor, petitioners filed a Notice of Appeal

manifesting that they [were] appealing the said Decision of the Metropolitan Trial Court to the Regional Trial Court of Manila, Branch 28. The appeal was docketed [as] Civil Case No. 99-951-39 and entitled, ‘UNI-TAN Marketing Corporation, Plaintiff-Appellee v. Sps. Anton Lim and Eileen Lim, Defendants-Appellants.’

“4. On February 7, 2000 the Regional Trial Court rendered a Decision reversing the Decision of the inferior court by dismissing the complaint. The dispositive portion thereof reads thus:

‘WHEREFORE, judgment is hereby rendered reversing the judgment of the Metropolitan Trial Court and declaring the defendants as not liable for payment of any monthly rentals from May 1998 to the present; they are also not liable for attorney’s fees and costs of suit; in short, the Complaint of the plaintiff against the defendants is hereby dismissed.

‘SO ORDERED.’

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“6. Petitioners filed a Motion for Partial Reconsideration therefrom praying among others, that their properties which had been unlawfully levied upon and sold on execution during the proceedings before the lower court be returned to them.

“7. On August 18, 2000 the Regional Trial Court resolved the Motion for Partial Consideration in an Order, the dispositive portion of which reads:

‘WHEREFORE, judgment is hereby rendered reversing the judgment of the MTC and declaring defendant as not liable for payment of monthly rentals from May, 1998 to the present. They are also not liable for attorney’s fees and costs of suit.

‘The plaintiff and/or the Branch Sheriff who conducted the execution sale on September 29, 1999, Ferdinand Mercado[, is] ordered to return and deliver all other items listed in the inventory which were not included in such sale.

‘As to the seventeen (17) items sold on execution, the same thing happened because the defendants-appellants failed to post a supersedeas bond. Neither the plaintiff nor the sheriff could thus be faulted.

‘In short the complaint of the plaintiff against the defendants is hereby dismissed.

‘SO ORDERED.’

“8. Petitioners were not satisfied with the aforequoted August 18, 2000 Order of the Regional Trial Court. As such, they filed before the Court of Appeals the subject Petition for Review to [r]eview the February 7, 2000 Decision and August 18, 2000 Order of the Regional Trial Court. The Petition for Review was docketed as CA-G.R. CV No. 61515 and entitled, ‘Spouses Anton and Eileen Lim, Petitioners, versus, Uni-Tan Marketing Corporation, Respondent.’

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“10. The Court of Appeals thereafter issued the assailed November 6, 2000 Resolution dismissing the Petition for Review on the ground that the filing thereof was ‘procedurally flawed’ x x x.

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“12. Notwithstanding the matters set forth in petitioner[s’] Motion for Reconsideration, the Court of Appeals issued the assailed February 27, 2001 Resolution, denying said motion.”[6]

Ruling of the Court of Appeals

The CA held that petitioners had failed to attach to their Petition a duplicate original or certified true copy of the MTC Decision, in violation of Section 2, Rule 42 of the Rules on Civil Procedure. Hence, the appellate court made short shrift of their appeal.

Disagreeing with such outright dismissal, petitioners filed this recourse with us.

The Issues

Petitioners submit that, in dismissing their appeal, the CA erred on the following grounds:

“A. Petitioners had in fact substantially complied with all the requirements in Section 2, Rule 42 of the Rules of Court; and

“B. Petitioners have a sufficient cause of action and the records will readily show that the Regional Trial Court committed a reversible error in failing to award them actual, moral and exemplary damages as well as attorney’s fees.”[7]

The Court’s Ruling

The Petition has no merit.

Main Issue:

Substantial Compliance

Petitioners claim that even if the copy of the subject Decision was not certified, there was still substantial compliance with Section 2, Rule 42 of the Rules of Court, because they attached the duplicate original of the Decision.

Section 2, Rule 42 of the Rules of Court explicitly provides that a petition filed with the CA must be accompanied by duplicate originals or certified true copies of the assailed decisions or final orders, as follows:

“Sec. 2. Form and contents. -- The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition.” (Italics supplied)

A careful reading of the above-cited provision reveals that herein petitioners had the option of submitting either: (1) a duplicate original or (2) a true copy of the assailed decision or final order certified correct by the clerk of court of the regional trial court. A “duplicate original” need not be certified correct.

However, it is equally important to note that a bare allegation that a copy of the assailed decision or final order is indeed a “duplicate original” is not sufficient to establish its authenticity or genuineness. Administrative Circular No. 3-96, paragraph 3 (1) (2) and (5),[8] provides the definition of a “duplicate original copy,” the requisite indications to qualify a copy as such, and the sanctions imposed in case of non-compliance therewith. The circular states:

“For the guidance of all concerned, the following clarifications and supplemental rules in complying with the requirement of Paragraph (3) of Revised Circular No. 1-88 are hereby announced for strict compliance:

‘1. The ‘duplicate original copy’ shall be understood to be that copy of the decision, judgment, resolution or order which is intended for and furnished to a party in the case or proceeding in the court or adjudicative body which rendered and issued the same. x x x.

‘2. The duplicate original copy must be duly signed or initialed by the authorities or the corresponding officer or representative of the issuing entity, or shall at least bear the dry seal thereof or any other official indication of the authenticity and completeness of such copy. x x x.

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‘5. It shall be the duty and responsibility of the party using the documents required by Paragraph (3) of Circular No. 1-88 to verify and ensure compliance with all the requirements therefor as detailed in the preceding paragraphs. Failure to do so shall result in the rejection of such annexes and the dismissal of the case. x x x.’” (Italics supplied)

In the instant case, petitioners claim that they attached a “duplicate original” copy of the MTC Decision to their CA Petition. However, an examination of the copy shows that it does not contain any of the above-described markings or indications that would qualify it as a “duplicate original copy” within the contemplation of the Rules. Thus, petitioners’ contention of substantial compliance with the requirements of Section 2, Rule 42 of the Rules must necessarily fail, because the copy of the MTC Decision which they submitted was in fact not a duplicate original. Verily, the CA’s dismissal of their Petition was an inevitable consequence of their failure to observe the mandatory dictates of the Rules as well as the supplemental Supreme Court circulars relative to it.

Petitioners’ reliance on *Cusi-Hernandez v. Diaz*[9] is unavailing, considering that the central issue raised therein was the non-submission of a certified true copy of a contract to sell. Notably, the Court merely declared that there was no need to submit a certified true copy of the agreement, because the attached copy of the assailed Decision had already reproduced the contents verbatim.

Moreover, unlike in the present case, the copy of the assailed Decision submitted by the petitioner therein has been ascertained by the Court to be a duplicate original. Clearly then, contrary to petitioners’ representation, the aforecited case actually affirmed the compulsory nature of this procedural requirement, when it stated at the beginning of the decision: “A petition for review filed before the Court of Appeals must contain a certified true copy or duplicate original of the assailed decision, final order or judgment.”[10]

To be sure, the Court has recently upheld the mandatory character of Section 2, Rule 42 requiring duplicate copies or certified true copies of the appealed judgments or final orders.[11] Consequently, we cannot attribute any reversible error to the appellate court for merely following the Rules.

Second Issue:

Award of Damages

To assure petitioners of a full and complete adjudication over and beyond procedural technicalities, we shall now tackle the substantial issue they raise. We hear their plea that a case should not be decided on “mere technicalities.”

The Lim spouses allege that while the RTC correctly directed respondent and/or the Branch Sheriff of the Metropolitan Trial Court to return their personalities that had not been sold on execution, it should have likewise ordered respondent to return to them the items that had already been sold on execution. Since they had been prejudiced by the ejectment suit, they assert that the RTC should have awarded them actual, moral and exemplary damages as well as attorney’s fees.

We are not convinced. As pointed out by the RTC in its Order[12] denying petitioners’ Motion for

Reconsideration, neither the plaintiff nor the sheriff may be faulted for the items sold on execution, because the Lim spouses had failed to file a supersedeas bond to stay the execution of the MTC judgment.

Section 19, Rule 70 of the Rules of Court expressly provides the manner in which immediate execution in an ejectment case is conducted:

“Sec. 19. Immediate execution of judgment; how to stay same. -- If judgment is rendered against defendant, execution shall issue immediately upon motion, unless an appeal has been perfected and the defendant to stay execution files a sufficient supersedeas bond, approved by the Municipal Trial Court and executed in favor of the plaintiff to pay the rents, damages, and costs accruing down to the time of the judgment appealed from, and unless during the pendency of the appeal, he deposits with the appellate court the amount of rent due from time to time under the contract, if any, as determined by the judgment of the Municipal Trial Court. x x x.”

Indeed, immediate execution in an ejectment judgment in favor of the plaintiff is normal. The defendant may stay it only by perfecting an appeal, filing a supersedeas bond, and making a periodic deposit of the rental or reasonable compensation for the use and occupancy of the property during the pendency of the appeal.[13]

The immediate execution of a judgment favorable to the plaintiff is mandated, and the court’s duty to order it is practically ministerial.[14] Hence, petitioners cannot ascribe any error, much less grave abuse of discretion, on the part of the RTC. The execution sale was conducted in accordance with the rules and was well within the bounds of law.

Furthermore, there is no basis for petitioners’ claim for damages, because respondent was in the lawful exercise of its right at the time of the execution sale. Although the judgment of the Metropolitan Trial Court in favor of respondent was eventually reversed by the RTC, the execution sale was undeniably lawful at the time it was conducted. Even if the executed judgment is later on reversed on appeal, and there are provisions for restitution, damages that cannot be fully compensated may oftentimes arise.[15] That is why the Rules provide defendants with a remedy to stay execution. The problem is that petitioners failed or neglected to avail themselves of it.

Those who exercise their rights properly do no legal injury. If damages result from their exercise of their legal rights, it is *damnum absque injuria* -- a loss without injury, for which the law gives no remedy.[16]

The law always presumes good faith; thus, any person who seeks damages because of the tortuous acts of another has the burden of proving that the latter acted in bad faith or with ill motive. Certainly, petitioners have not discharged this burden, and a recovery for damages under the circumstances is unwarranted.

In sum, petitioners themselves were the ones who caused the damage which they claim to have suffered, because they had failed to follow the strict legal requirements for perfecting an appeal. If they had filed the requisite supersedeas bond, the execution of the judgment would have been stayed. Hence, their loss or misfortune can be attributed to no less than their own inaction or failure to follow the law.

WHEREFORE, the Petition is DENIED and the assailed Resolutions AFFIRMED. Costs against petitioners.

SO ORDERED.

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

[1] Rollo, pp. 12-31.

[2] Both penned by Justice Renato C. Dacudao, member of the First Division; with the concurrence of Presiding Justice Salome A. Montoya and Justice B. A. Adefuin-de la Cruz, members.

- [3] Ibid., p 38.
- [4] Id., pp. 40-41.
- [5] Id., pp. 220-239.
- [6] Petitioner's Memorandum, pp. 1-9; *ibid.*
- [7] Rollo, p. 228; original in upper case.
- [8] Supreme Court Circulars, Orders and Resolutions, compiled and prepared by Atty. Luzviminda D. Puno and Atty. Virginia Ancheta-Soriano, SC Printing Services, October 1999, pp. 373-375.
- [9] 336 SCRA 113, July 18, 2000.
- [10] Ibid., at p. 114, per Panganiban, J.
- [11] *Atillo v. Bombay*, GR No. 136096, February 7, 2001.
- [12] Order dated August 18, 2000; rollo, pp. 60-61.
- [13] *Chua v. Court of Appeals*, 271 SCRA 546, April 18, 1997.
- [14] *Punio v. Go*, 296 SCRA 1, September 24, 1998.
- [15] *Maceda Jr. v. Development Bank of the Philippines*, 313 SCRA 233, August 26, 1999.
- [16] *Custodio v. Court of Appeals*, 253 SCRA 483, February 9, 1996; *China Banking Corporation v. Court of Appeals*, 231 SCRA 472, March 28, 1994; *Saba v. Court of Appeals*, 189 SCRA 50, August 24, 1990; *Ilocos Norte Electric Company v. Court of Appeals*, 179 SCRA 5, November 6, 1989; *Auyong Hian v. Court of Tax Appeals*, 59 SCRA 110, September 12, 1974.

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