

HEIRS OF SHOMANAY PACLIT, CATURAY PACLIT AND ANDRES PACLIT, NAMELY: SPOUSES PRIMO AND PATRICIA TEOFILO, LETICIA OLMAN, PRESCILLA OLMAN, WILLY OLMAN, JR., SAMUEL OLMAN, RAQUEL OL...*G.R. No. 189418. June 20, 2012*

Ponente: REYES, J.

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Before this Court is a petition for review on certiorari under Rule 45 of the Rules of Court seeking to annul and set aside the Decision[1] dated December 19, 2008 issued by the Court of Appeals (CA) in CA-G.R. CV No. 84231. The assailed decision affirmed the Resolution[2] dated May 7, 2004 issued by the Regional Trial Court (RTC), Branch 8 of La Trinidad, Benguet in Civil Case No. 03-CV-1879.

Shomanay Paclit (Shomanay), Caturay Paclit (Caturay) and Andres Paclit (Andres) were the registered owners of a parcel of land situated in Alapang, La Trinidad, Benguet, consisting of 75,824 square meters and covered by Transfer Certificate of Title (TCT) No. T-2370. On March 31, 1965, they sold the said parcel of land in favor of Cesar Belisario (Cesar) as evidenced by a "Deed of Sale with Real Estate Mortgage". They acknowledged therein that they received from Cesar the amount of P31,500.00 as downpayment for the purchase price, with the balance of P67,071.00 to be paid within six months therefrom. To secure the payment of P67,071.00, Cesar mortgaged the said parcel of land in favor of Shomanay, Caturay and Andres.

On March 2, 1966, Cesar executed an "Acknowledgement of Indebtedness" wherein he admitted that, out of the total amount of the purchase price for the said parcel of land, he, was only able to pay P61,751.00 leaving a balance of P36,820.00. He likewise stated therein that Shomanay, Caturay and Andres had already discharged the mortgage which he executed over the said parcel of land. Thus, TCT No. T-2370 was cancelled and TCT No. 2832 was issued in the name of Cesar.

On August 13, 2003, the heirs of Shomanay, Caturay and Andres (petitioners) filed with the RTC a Complaint[3] for reconveyance, annulment of deed of sale with real estate mortgage and annulment of certificates of title against Cesar and his wife Salud Belisario (respondents). They asserted that Cesar has yet to pay the balance on the purchase price of the said parcel of land and that the cancellation of the mortgage over the same was attended by fraud. They claimed that they only discovered the said sale in favor of Cesar and the cancellation of TCT No. T-2370 after 33 years or sometime in July 1999.

On October 17, 2003, the respondents filed a motion to dismiss[4] on the ground that the correct docket fees were not paid and, thus, the RTC did not acquire jurisdiction over the case.

On May 7, 2004, the RTC issued a Resolution[5] which, inter alia, dismissed the complaint' filed, by the petitioners on the ground of prescription. Thus:

As the deed of sale sought to be annulled was executed in 1965 and under Art. 1144 of the Civil Code, actions

upon a written contract must be brought within ten (10) years from the time the right of action accrues, it is clear that plaintiffs right to have the deed of sale annulled has prescribed.

Moreover, plaintiff admits that TCT No. T-2832 in the name of defendants was issued way-back [in]-June 30, 1965 but the heirs only found out about it in 1999. This is difficult to believe as if they are paying real property taxes religiously over their, property, they would have readily discovered that the property is no longer In the name of their predecessor[s]-in-interest. But more importantly, plaintiff Suhat cannot claim ignorance as registration of a property under the Torrens System is [notice] to the whole world, x x x[6]

On appeal, the CA rendered a Decision[7] dated December 19, 2008 which affirmed the dismissal of the said complaint filed by the petitioners on the ground of prescription. The CA further held that the petitioners' inaction for 38 years before attacking the respondents title indubitably constituted laches. The petitioners alleged that, they received a copy of the assailed decision only on February 28, 2009.

On March 12, 2009, the petitioners sought reconsideration[8] of the Decision dated December 19, 2008 but it was denied by the CA in its Resolution[9] dated August 26, 2009. The CA pointed out that the assailed decision had already become final as the petitioners' motion for reconsideration was filed beyond the reglementary period. The CA explained that:

It must be pointed [out] that, contrary to plain tiffs-appellants' allegation in their motion for reconsideration filed on 11 March 2009 that they received on "28 February 2009" a copy of this Court's Decision dated 19 December 2008 denying their appeal, as shown by the Registry Return Receipt attached at the dorsal side of page 116 of the records, plaintiffs- appellants' counsel received on "Jan. 5, 2009" a copy of this Court's Decision promulgated on 19 December 2008. As provided under Section 1 of Rule 52 of the 1997 Rules of Procedure, "[A] party may file a motion for reconsideration of a judgment or final resolution within fifteen (15) days from notice thereof, with proof of service on the adverse party." The fact that plaintiffs-appellants filed their motion for reconsideration on 11 March 2009, the same was filed out of time or sixty five (65) days from the time counsel for the plaintiffs-appellants received on "Jan. 5, 2009" a copy of the assailed Decision. As such, the assailed Decision is no longer subject to review, modification or reversal being final and executory. x x x[10]

Undaunted, the petitioners instituted the instant petition for review on certiorari before this Court essentially asserting that the CA erred in ruling that their complaint for reconveyance, annulment of deed of sale and annulment of certificates of titles was properly dismissed by the RTC on the ground of prescription.

In their Comment,[11] the respondents asserted that the instant petition ought to be denied as the Decision dated December 29, 2008 of the CA had already become final on, account of the petitioners' failure to file their motion for reconsideration within the reglementary period.

The petition is denied.

The Rules of Court grants an aggrieved party a period of 15 days from his/her receipt of the CA's decision or order disposing of the action or proceeding to appeal or move to reconsider the same.[12] After the lapse of the 15-day period without any appeal or motion for reconsideration having been filed by the aggrieved party, the said decision or order disposing of the action or proceeding becomes final and executory.

Here, the CA pointed out that the petitioners received a copy of the Decision dated December 29, 2008 on January 5, 2009, as evidenced by the Registry Return Receipt, and not on February 28, 2009 as dubiously claimed by them. Thus, the petitioners only had until January 20, 2009 within which to appeal or move to reconsider the assailed decision of the CA.

However, the petitioners were only able to file their motion for reconsideration on March 11, 2009. Accordingly,

the Decision dated December 29, 2008 of the CA had already become final and executory and no longer subject to review.

Nothing is more settled in law than that once a judgment attains finality it thereby becomes immutable and unalterable. It may no longer be modified in any respect, even if the modification is meant to correct what is perceived to be an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the court rendering it or by the highest court of the land. Just as the losing party has the right to file an appeal within the prescribed period, the winning party also has the correlative right to enjoy the finality of the resolution of his case. The doctrine of finality of judgment is grounded on fundamental considerations of public policy and sound practice, and that, at the risk of occasional errors, the judgments or orders of courts must become final at some definite time fixed by law; otherwise, there would be no end to litigations, thus setting to naught the main role of courts of justice which is to assist in the enforcement of the rule of law and the maintenance of peace and order by settling justiciable controversies with finality.[13]

Exceptions to the immutability of final judgment are allowed only under the most extraordinary of circumstances.[14] The instant case cannot be considered an exception especially when the petitioners did not even deem it appropriate to give any compelling reason for the late filing of their motion for reconsideration with the CA. .

Worse, the petitioners even tried to conceal the same by alleging that they received a copy of the said Decision dated December 29, 2008 only on February 28, 2009. This claim, however, is belied by the Registry Return Receipt which indicated that the petitioners' counsel received a copy of the assailed decision on January 5, 2009. This finding of fact by the CA deserves more credence. Undoubtedly, as between the Registry Return Receipt and the petitioners' bare assertion, the former is more credible.

It bears stressing that litigations should, and do, come to an end. Public interest demands an end to every litigation and a belated effort to reopen a case that has already attained finality will serve no purpose other than to delay the administration of justice.[15]

In any case, even if we are to disregard the belated filing of the petitioners' motion for reconsideration with the CA, the instant petition would still merit dismissal. A perusal of the allegations, issues and arguments set forth by the petitioners would readily show that the CA did not commit any reversible error as to warrant the exercise of the Court's appellate jurisdiction.

The petitioners' insistence that their complaint filed with the RTC could not be dismissed on the ground of prescription on account of the respondents' failure to raise the said defense in their motion to dismiss is untenable.

It is fitting to remind the petitioners that courts have the authority to dismiss a claim when it appears from the pleadings or the evidence on record that the action is already barred by the statute of limitations. Section 1, Rule 9 of the Rules of Court is categorical on this matter, thus:

Section 1. Defenses and objections not pleaded. - Defenses and objections not pleaded either in a motion to dismiss or in the answer are deemed waived. However, when it appears from the pleadings or the evidence on record that the court has no jurisdiction over the subject matter, that there is another action pending between the same parties for the same cause, or that the action is barred by a prior judgment or by statute of limitations, the court shall dismiss the claim. (Emphasis supplied.)

Indeed, courts may *motu proprio* dismiss a claim even if the defendant failed to raise the defense of prescription as long as the facts demonstrating the lapse of the prescriptive period are apparent from the pleadings or the evidence on record. Thus, in *Feliciario v. Canoza*, [16] we stressed that:

We have ruled that trial courts have authority and discretion to dismiss an action on the ground of prescription when the parties' pleadings or other facts on record show it to be indeed time-barred x x x; and it may do so on the basis of a motion to dismiss, or an answer which-sets up such ground as an affirmative defense; or even if the ground is alleged after judgment on the merits, as in a motion for reconsideration; or even if the defense has not been asserted at all, as where no statement thereof is found in the pleadings, or where a defendant has been declared in default. What is essential only, to repeat, is that the facts demonstrating the lapse of the prescriptive period, be otherwise sufficiently and satisfactorily apparent on the record; either in the averments of the plaintiffs complaint, or otherwise established by the evidence.[17] (Emphasis supplied)

The averments in the petitioners' complaint succinctly showed the lapse of the prescriptive period, thus warranting the immediate dismissal of the same.

The suit before the RTC was actually an action for rescission (resolution) under Article 1191[18] of the Civil Code, the petitioners primarily seeking the annulment of the deed of sale with real estate mortgage on the ground of the respondents' supposed non-payment of the full purchase price. The reconveyance of the subject parcel of land, which the petitioners vehemently espouse as the real nature of the action, and the annulment of the certificates of title would prosper only if and when the deed of sale with real estate mortgage over the subject parcel of land is annulled.

"Resolution," the action referred to in Article 1191 of the Civil Code, is based on the defendant's breach of faith, a violation of the reciprocity between the parties. As an action based on the binding force of a written contract, therefore,, rescission (resolution) under Article 1191 prescribes in 10 years.[19] Article 1144 of the Civil Code provides that an action upon a written contract must be brought within 10 years from the time the right of action accrues, thus:

Article 1144. The following actions must be brought within ten years from the lime the right of action accrues:

- (1) Upon a written contract;
- (2) Upon an obligation created by law;
- (3) Upon a judgment.

Here, the following facts are sufficiently and satisfactorily apparent on the record: first, Shomanay, Caturay and Andres executed the assailed deed of sale in favor of the respondents on March 31, 1965; second, the said deed of sale indicated that the balance of the purchase price would be paid by the respondents within six months from the execution of the same; third, the respondents allegedly failed to pay the balance of the purchase price; and fourth, the said complaint for reconveyance, annulment of deed of sale with real estate mortgage and annulment of certificates of title was only filed by the petitioners on August 13, 2003.

From the foregoing, it is clear that the petitioners' action to annul the said deed of sale with real estate mortgage is already time-barred. The petitioners' right of action in this case, accrued, in September 1965 or six months from the execution of the said deed of sale with real estate mortgage - the period given to the respondents within which to pay the balance of the purchase price. Considering that the complaint below was only filed on August 13, 2003 or about 38 years from the time their right of action accrued, the petitioners are already barred from asserting their claim against the respondents as prescription had already set in.

At this juncture, we deem it necessary to reiterate our disquisition in

Multi-Realty Development Corporation v. The Makati Tuscany Condominium Corporation,[20] thus:

Prescription is rightly regarded as a statute of repose whose object is to suppress fraudulent and stale claims from springing up at-great distances of time and surprising the parties or their representatives when the facts have become obscure from the lapse of time or the defective memory or death or removal of witnesses. The

essence of the statute of limitations is to prevent fraudulent claims arising from unwarranted length of time and not to defeat actions asserted on the honest belief that they were sufficiently submitted for judicial determination. Our laws do not favor property rights hanging in the air, uncertain, over a long span of time.[21] (Citations omitted)

WHEREFORE, in consideration of the foregoing disquisitions, the petition is DENIED. The Decision dated December 19, 2008 rendered by the Court of Appeals-in CA-G.R. CV No. 84231 is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, Sereno, and Reyes, JJ., concur.

[1] Penned by Associate Justice Edgardo F. Sundiam, with Associate Justices Pampio A. Abarintos and Ramon M. Bato, Jr., concurring; rollo, pp. 27-40.

[2] Id. at 80-84.

[3] Id. at 63-72.

[4] Id. at 74-77.

[5] Supra note 2.

[6] Rollo, p. 83.

[7] Supra note 1.

[8] Rollo, pp.41-59.

[9] Id. at 24-25.

[10] Id. at 25.

[11] Id. at 124-135.

[12] RULES OF COURT, Rule 45, Section 2; Rule 52, Section 1.

[13] Gallardo-Corro v. Gallardo, 403 Phil. 498, 511 (2001).

[14] Selga v. Brar, G.R. No. 175151, September 21, 2011.

[15] Abrenica v. Law Firm of Abrenica, Tungol and Tibayan, G.R. No. 169420, September 22, 2006, 502 SCRA 614, 625.

[16] G.R. No. 161746; September 1, 2010, 629 SCR A-550, 558-559.

[17] Id. at 145, citing Gicano v. Gegato, 241 Phil. 139-146(1988).

[18] Art. 1191. The power to rescind obligations is implied in reciprocal ones, in case one of the obligors should not comply with what is incumbent upon him.

The injured party may choose between the fulfillment and the rescission of the obligation, with the payment of damages in either case. He may also seek rescission, even after fye has chosen fulfillment, if the latter should become impossible.

The court shall decree the rescission claimed, unless there be just cause authorizing the fixing of a period.

This is understood to be without prejudice to the rights of third persons who have acquired the thing, in accordance with Articles 1385 and 1388 and the Mortgage Law.

[19] See *Heirs of Sofia Quirong v. Development, Bank of the Philippines*, G.R. No. 173441, December 3, 2009, 606 SCRA 543, 550.

[20] 524 Phil. 318 (2006).

[21] *Id.* at 337.

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