

**MERCURY DRUG CORPORATION AND ROLANDO J. DEL ROSARIO,
PETITIONERS, VS. SPOUSES RICHARD Y. HUANG & CARMEN G.
HUANG, AND STEPHEN G. HUANG, RESPONDENTS.**

G.R. No. 197654. August 30, 2017

Ponente: LEONEN, J.

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LEONEN, J.:

A judgment that lapses into finality becomes immutable and unalterable. It can neither be modified nor disturbed by courts in any manner even if the purpose of the modification is to correct perceived errors of fact or law. Parties cannot circumvent this principle by assailing the execution of the judgment. What cannot be done directly cannot be done indirectly.

This is a Petition for Review on Certiorari[1] arising from the execution of a final and executory judgment for damages. The Petition particularly assails the January 20, 2011 Decision[2] and the July 6, 2011 Resolution[3] of the Court of Appeals in CA-GR. SP No. 106647, which sustained the denial of the Motion to Quash Writ of Execution, Motion for Inhibition, and Urgent Motion to Defer the Implementation of Writ of Execution filed by Mercury Drug Corporation and Rolando J. Del Rosario.[4]

On April 29, 1997, Stephen Huang (Stephen) and his parents, Spouses Richard Y. Huang and Carmen G. Huang, filed a complaint for damages based on quasi-delict against Mercury Drug Corporation (Mercury Drug) and Rolando J. Del Rosario (Del Rosario).[5] Mercury Drug was the registered owner of a six (6)-wheeler truck driven by Del Rosario, which figured in an accident with Stephen's car on the night of December 20, 1996. As a result of the tragic incident, Stephen suffered serious spinal cord injuries. He is now a paraplegic.[6]

After trial, the Regional Trial Court rendered a Decision[7] dated September 29, 2004 finding Mercury Drug and Del Rosario jointly and severally liable for actual damages, compensatory damages, moral damages, exemplary damages, and attorney's fees and litigation expenses.[8] The dispositive portion of this Decision stated:

WHEREFORE, judgment is rendered finding defendants Mercury Drug Corporation, Inc. and Rolando del Rosario, jointly and severally liable to pay plaintiffs Spouses Richard Y. Huang and Carmen G. Huang, and Stephen Huang the following amounts:

- Two Million Nine Hundred Seventy[-]Three Thousand Pesos (P2,973,000.00) actual damages;
- As compensatory damages:
 - Twenty[-]Three Million Four Hundred Sixty[--]One Thousand, and Sixty-Two Pesos (P23,461,062.00) for life care cost of Stephen;
 - Ten Million Pesos (P10,000,000.00) as and for lost or impaired earning capacity of Stephen;
 - Four Million Pesos (P4,000,000.00) as moral damages;
 - Two Million Pesos (P2,000,000.00) as exemplary damages; and

- One Million Pesos (P1,000,000.00) as attorney[']s fees and litigation expense[s].

The defendants' counterclaim is DISMISSED.

SO ORDERED.[9]

The Court of Appeals affirmed the Regional Trial Court Decision but reduced the award of moral damages from P4,000,000.00 to P1,000,000.00. Mercury Drug and Del Rosario elevated the Court of Appeals Decision to this Court for review.[10]

On June 22, 2007, this Court in Mercury Drug Corporation v. Spouses Huang[11] affirmed the Decision of the Court of Appeals.[12] Mercury Drug and Del Rosario moved for reconsideration and/or new trial arguing that Stephen

was not entitled to the entire monetary award because he had partially recovered from his injuries.[13] The Motion was denied with finality in the Resolution dated August 8, 2007.[14] Entry of judgment was made on October 3, 2007.[15]

On February 1, 2008, Stephen and his parents moved for the execution of the judgment[16] before the Regional Trial Court of Makati to which Mercury Drug and Del Rosario filed an opposition.[17]

The Regional Trial Court granted the Motion for Execution in the Order[18] dated July 21, 2008. The corresponding Writ of Execution was then issued,[19] thus:

You are commanded to demand from MERCURY DRUG CORPORATION and ROLANDO J. DEL ROSARIO at #7 Mercury Avenue, Libis, Quezon City and C. Valle Street, Dolores. Taytay, Rizal, respectively, the judgment obligors, the immediate payment in full of the sums of TWO MILLION NINE HUNDRED SEVENTY[-]THREE THOUSAND PESOS (P2,973,000.00), Philippine Currency, as actual damages; TWENTY[-]THREE MILLION FOUR HUNDRED SIXTY[-]ONE THOUSAND AND SIXTY[-]TWO PESOS (P23,461,062.00) for life care cost of Stephen; TEN MILLION PESOS (P10,000,000.00) as and for lost or impaired earning capacity of Stephen; ONE MILLION PESOS (P1,000,000.00) as moral damages; TWO MILLION PESOS (P2,000,000.00) as exemplary damages; and ONE MILLION PESOS (P1,000,000.00) as attorney's fees and litigation expense, together with your lawful fees for service of this execution, which SPOUSES RICHARD Y. HUANG & CARMEN G HUANG and STEPHEN G. HUANG, the judgment obligees, recovered in this case against said judgment obligors, and to tender the same to said judgment obligees and return this writ, with the lawful fees, to this Court within thirty (30) days from the date of receipt hereof with your proceedings indorsed thereon.[20]

On August 26, 2008, Mercury Drug and Del Rosario moved to quash the Writ of Execution[21] as it allegedly contravened the tenor of the judgment. They also moved for the inhibition of Presiding Judge[22] Gina M. Bibat--Palamos.[23] Pending the resolution of these motions, the sheriff began to garnish Mercury Drug and Del Rosario's bank accounts.[24] Mercury Drug and Del Rosario filed an urgent motion to defer the implementation of the Writ of Execution.[25] All three (3) motions were denied by the Regional Trial Court.[26] Mercury Drug and Del Rosario then moved for reconsideration but their motion was denied.[27]

As a result of the garnishment proceedings, Citibank N.A. issued in favor of Richard Y. Huang a Manager's Check in the amount of P40,434,062.00.[28] Afterwards, Stephen and his parents filed a Satisfaction of Judgment[29] before the Regional Trial Court.

On December 18, 2008,[30] Mercury Drug and Del Rosario filed a Petition for Certiorari[31] before the Court of Appeals. They argued that the Regional Trial Court committed grave abuse of discretion in allowing the execution of the judgment despite clerical errors in the computation of life care cost and loss of earning capacity.[32]

In its January 20, 2011 Decision,[33] the Court of Appeals denied the Petition for Certiorari holding that the Regional Trial Court did not commit grave abuse of discretion.[34] The Court of Appeals found that "the perceived error in the computation of the award and [its] correction" entailed a substantial amendment of the judgment sought to be enforced.[35] Under the doctrine on immutability of judgments, courts are precluded from altering or modifying a final and executory judgment.[36]

Mercury Drug and Del Rosario moved for reconsideration but their Motion was denied in the Resolution[37] dated July 6, 2011.

On September 1, 2011, Mercury Drug and Del Rosario (petitioners) filed this Petition for Review on Certiorari[38] before this Court to which Stephen and his parents (respondents) filed a Comment.[39] Petitioners then filed a Reply[40] on September 25, 2013.[41]

In the Resolution[42] dated December 11, 2013, this Court gave due course to the Petition and required both parties to submit their respective memoranda. The parties filed their respective Memoranda on March 14, 2014.[43]

Petitioners assert that the dispositive portion of the September 29, 2004 Decision and the corresponding Writ of Execution varied the tenor of the judgment. They point out, in particular, that the amounts of life care cost and loss of earning capacity reflected in the dispositive portion and the writ of execution do not correspond to those stated in the body of the decision.[44]

According to petitioners, respondent Stephen is only entitled to a life care cost of P7,102,640.00 instead of P23,461,062.00 based on his average monthly expenses and his life expectancy.[45] Petitioners also point out that the award of P10,000,000.00 as loss of earning capacity is patently excessive.[46] Based on respondent Stephen's life expectancy, projected monthly salary, and the time within which he could have obtained gainful employment, the award of loss of earning capacity should only be P5,040,000.00.[47] Petitioners claim that there were clerical errors in the computation of life care cost and loss of earning capacity.[48] However, at the same time, they contend that the two (2) monetary awards were not "supported in the body of the decision [or in] the records of the case." [49]

Assuming that there were no clerical errors, petitioners assert that respondents cannot immediately collect the two (2) monetary awards in full.[50] The amounts of life care cost and loss of earning capacity should be paid in installments or "amortized over the probable lifetime of Stephen." [51] Petitioners, citing *Advincula v. Advincula*[52] and *Canonizado v. Benitez*, [53] argue that life care cost is similar to judicial support.[54] Hence, it should be paid monthly.[55] Loss of earning capacity should likewise be amortized since it is akin to a monthly income.[56]

On the other hand, respondents assert that petitioners are prohibited from questioning the propriety of the monetary awards under the doctrine of immutability of final judgments.[57] There are no clerical errors in the computation of the two (2) monetary awards.[58] Respondents contend that the reduction of these amounts would amount to a substantial amendment of a final and executory judgment.[59]

Respondents add that petitioners are estopped from raising the issues in the present Petition because they have been considered and passed upon by this Court.[60] Lastly, respondents disagree that the two (2) monetary awards should be paid on installment basis.[61] The dispositive portion of the judgment sought to be enforced is silent regarding the manner of payment.[62] Hence, Rule 39, Section 9(a) of the Rules of Court[63] should govern.[64]

This case presents the following issues for this Court's resolution:

First, whether or not the case falls under any of the exceptions to the doctrine of immutability of judgments. Subsumed in this issue is whether or not a clerical error exists that would warrant the modification of the dispositive portion of the judgment;[65]

Second, whether or not the Writ of Execution conforms to the judgment sought to be enforced; and

Lastly, whether or not the monetary awards in dispute should be paid in installments or in lump sum.[66]

The Petition is denied.

I

A final and executory judgment produces certain effects. Winning litigants are entitled to the satisfaction of the judgment through a writ of execution. On the other hand, courts are barred from modifying the rights and obligations of the parties, which had been adjudicated upon. They have the ministerial duty to issue a writ of execution to enforce the judgment.

It is a fundamental principle that a judgment that lapses into finality becomes immutable and unalterable.[67] The primary consequence of this principle is that the judgment may no longer be modified or amended by any court in any manner even if the purpose of the modification or amendment is to correct perceived errors of law or fact.[68] This principle known as the doctrine of immutability of judgment is a matter of sound public policy,[69] which rests upon the practical consideration that every litigation must come to an end.[70]

The rationale behind the rule was further explained in *Social Security System v. Isip*,[71] thus:

The doctrine of immutability and inalterability of a final judgment has a two-fold purpose: (1) to avoid delay in the administration of justice and thus, procedurally, to make orderly the discharge of judicial business and (2) to put an end to judicial controversies, at the risk of occasional errors, which is precisely why courts exist. Controversies cannot drag on indefinitely. The rights and obligations of every litigant must not hang in suspense for an indefinite period of time.[72]

The doctrine of immutability of judgment, however, is not an iron-clad rule.[73] It is subject to several exceptions, namely:

- (1) [T]he correction of clerical errors;
- (2) [T]he so-called nunc pro tunc entries which cause no prejudice to any party;
- (3) [V]oid judgments; and
- (4) [W]henever circumstances transpire after the finality of the decision rendering its execution unjust and inequitable.[74]

I.A

Clerical errors or ambiguities in the dispositive portion of a judgment may result from inadvertence. These errors can be rectified without violating the doctrine of immutability of judgment provided that the modification does not affect the substance of the controversy.[75]

Clerical errors are best exemplified by typographical errors or arithmetic miscalculations.[76] They also include instances when words are interchanged.[77]

Baguio v. Bandal[78] was illustrative. The dispositive portion of the decision ordered the defendants "to deliver the possession of Lot 1868 . . . to [p]laintiffs." [79] Upon motion, the trial court subsequently amended Lot 1868 to

Lot 1898.[80] This Court sustained the modification since it was patently clear that the subject of the controversy was Lot 1898.[81] The error addressed by the lower court was "merely clerical and typographical,"[82] which did not affect the rights of the parties.

The same rule was applied in *Filipino Legion Corporation v. Court of Appeals*.^[83] The dispositive portion of the decision was modified to reflect the proper description of the documents upon which Filipino Legion Corporation based its claim.^[84] This Court held that the modification simply cured an ambiguity but did not operate to reduce the area adjudicated to the corporation:^[85]

It is this last-mentioned rule which respondent Court of Appeals applied when it ordered the amendment of the disputed portion of its judgment in CA-G.R. 9196-R, and We see no error in its action considering that all what respondent Court did was to cure an ambiguity and rectify a mistake it had inadvertently made when it referred to the tax declarations of real property marked as Annexes C, D, and E, as Exhibits C, D, and E instead of Exhibits F, G, and H, respectively. As indicated earlier, it is obvious that the appellate Court was misguided by the markings "Annex C", "Annex D", "Annex E", appearing respectively on the face of Exhibits F, G, and H, and these letterings C, D and E were the ones the Court mistakenly used when it described the exhibits in question in the dispositive portion of the decision.

The correction of a clerical error is an exception to the general rule that no amendment or correction may be made by the court in its judgment once the latter had become final.^[86] (Emphasis in the original)

Clerical errors also contemplate inadvertent omissions that create ambiguity.

In *Locsin v. Paredes and Hodges*,^[87] the term "severally" was inserted in the dispositive portion of the judgment.^[88] Although the modification changed the import of the judgment's dispositive portion, the allegations in the complaint and the conclusions of fact and law contained in the decision show that the obligation was solidary.^[89] Hence, the dispositive portion of the judgment should have stated that "the debt be paid severally[.]"^[90]

Similarly, in *Spouses Mahusay v. B.E. San Diego, Inc.*,^[91] the lower court amended its decision to include payment of "all penalties and interest due on the unpaid amortizations" under the contracts to sell.^[92] The modification, according to this Court) was not a substantial amendment of the judgment,^[93] thus:

There was nothing substantial to vary, considering that the issues between the parties were deemed resolved and laid to rest, It is unmistakably clear that petitioners do not deny the execution of the Contracts to Sell and, in fact, admit their liability for the unpaid amortizations of the lots purchased. . . There was a compelling reason for the CA to clarify its original Decision to include the payment of all penalties and interest due on the unpaid amortizations, as provided in the contracts. Considering that the validity of the contracts was never put in question, and there is nothing on record to suggest that the same may be contrary to law, morals, public order, or public policy, there is nothing unlawful in the stipulation requiring the payment of interest/penalty at the rate agreed upon in the contract of the parties.^[94] (Citation omitted)

In determining whether there are clerical errors or ambiguities in the dispositive portion of the judgment that should be rectified, courts should refer primarily to "the court's findings of facts and conclusions of law as expressed in the body of the decision."^[95] The parties' pleadings may also be consulted if necessary.^[96]

I.B

"Nunc pro tunc" is a Latin phrase that means "now for then."^[97] A judgment nunc pro tunc is made to enter into the record an act previously done by the court, which had been omitted either through inadvertence or mistake.^[98] It neither operates to correct judicial errors nor to "supply omitted action by the court."^[99] Its sole

purpose is to make a present record of a "judicial action which has been actually taken." [100]

The concept of nunc pro tunc judgments was sufficiently explained in *Lichauco v. Tan Pho*, [101] thus:

[A judgment nunc pro tunc] may be used to make the record speak the truth, but not to make it speak what it did not speak but ought to have spoken. If the court has not rendered a judgment that it might or should have rendered, or if it has rendered an imperfect or improper judgment, it has no power to remedy these errors or omissions by ordering the entry nunc pro tunc of a proper judgment. Hence a court in entering a judgment nunc pro tunc has no power to construe what the judgment means, but only to enter of record such judgment as had been formerly rendered, but which had not been entered of record as rendered. In all cases the exercise of the power to enter judgments nunc pro tunc presupposes the actual rendition of a judgment, and a mere right to a judgment will not furnish the basis for such an entry.

....

If the court has omitted to make an order, which it might or ought to have made, it cannot, at a subsequent term, be made nunc pro tunc. According to some authorities, in all cases in which an entry nunc pro tunc is made, the record should show the facts which authorize the entry, 'but other courts hold that in entering an order nunc pro tunc the court is not confined to an examination of the judges minutes, or written evidence, but may proceed on any satisfactory evidence, including parol testimony. In the absence of a statute or rule of court requiring it, the failure of the judge to sign the journal entries or the record does not affect the force of the order grante[d].

....

The object of a judgment nunc pro tunc is not the rendering of a new judgment and the ascertainment and determination of new rights, but is one placing in proper form on the record, the judgment that had been previously rendered, to make it speak the truth, so as to make it show what the judicial action really was, not to correct judicial errors, such as to render a judgment which the court ought to have rendered, in place of the one it did erroneously render, nor to supply nonaction by the court, however erroneous the judgment may have been. [102] (Emphasis supplied, citations omitted)

The exercise of issuing nunc pro tunc orders or judgments is narrowly confined to cases where there is a need to correct mistakes or omissions arising from inadvertence so that the record reflects judicial action, which had previously been taken. Furthermore, nunc pro tunc judgments or orders can only be rendered if none of the parties will be prejudiced. [103]

Parties seeking the issuance of nunc pro tunc judgments or orders must allege and prove that the court took a particular action and that the action was omitted through inadvertence. [104] On the other hand, courts must ensure that the matters sought to be entered are supported by facts or data. [105]

This may be accomplished by referring to the records of the case. This requirement was emphasized in *Lichauco*, thus:

[F]or the entry of a nunc pro tunc order, it is required that the record present some visible data of the order which it is sought to be supplied by said nunc pro tunc order, whether it is the data referring to the whole of the order or merely limited to such portion thereof, that the part lacking from the record constitutes a necessary part, an inevitable and ordinary consequence of the portion appearing in the record. [106]

Hence, courts cannot render a judgment of order nunc pro tunc in the absence of data regarding the judicial act sought to be recorded. In *Lichauco*, this Court invalidated the nunc pro tunc order issued by the trial court because there was "no data, partial or integral, in the record regarding the judicial act . . . in question." [107] There was no visible data appearing in the case records to establish that the trial court actually approved the lease contract in

dispute.[108]

The same standard was applied in *Maramba v. Lozano*,[109] where a party sought the issuance of a nunc pro tunc order to strike out the name of a deceased defendant in the judgment's dispositive portion.[110] This Court rejected the prayer and underscored that nunc pro tunc orders can only be issued when there is evidence that the judicial act in question was previously made.[111]

I.C

The doctrine of immutability of judgment is premised upon the existence of a final and executory judgment. It is, therefore, inapplicable where the judgment never attains finality, as in the case of void judgments.

Void judgments produce "no legal [or] binding effect." [112] Hence, they are deemed non-existent.[113] They may result from the "lack of jurisdiction over the subject matter" or a lack of jurisdiction over the person of either of the parties.[114] They may also arise if they were rendered with grave abuse of discretion amounting to lack or excess of jurisdiction.[115]

In *Gomez v. Concepcion*,[116] this Court explained the nature and the effects of void judgments, thus:

A void judgment is in legal effect no judgment. B[y] it no rights are divested. From it no rights can be obtained. Being worthless in itself, all proceedings founded upon, it [is] equally worthless. It neither binds nor bars any one. All acts performed under it and all claims flowing out of it are void.[117]

A void judgment never acquires the status of a final and executory judgment.[118] Parties may, therefore, challenge them without running afoul of the doctrine of immutability of judgment. A direct attack may be brought either through a petition for annulment of judgment under Rule 47 of the Rules of Court or through a petition for certiorari under Rule 65 of the Rules of Court.[119] A void judgment may also be challenged collaterally "by assailing its validity in another action where it is invoked." [120]

In *Gonzales v. Solid Cement Corporation*,[121] this Court held that a judgment or order that was issued in excess of jurisdiction has no legal effect and "cannot likewise be perpetuated by a simple reference to the principle of immutability of final judgment." [122]

I.D

The happening of a supervening event is likewise a ground to set aside or amend a final and executory judgment.

This exception was explained in *Natalia Realty, Inc. v. Court of Appeals*,[123] thus:

One of the exceptions to the principle of immutability of final judgments is the existence of supervening events. Supervening events refer to facts which transpire after judgment has become final and executory or to new circumstances which developed after the judgment has acquired finality, including matters which the parties were not aware of prior to or during the trial as they were not yet in existence at that time.[124] (Citation omitted)

Parties must establish two (2) conditions in order to properly invoke the exception on supervening events. First, the fact constituting the supervening event must have transpired after the judgment has become final and executory. It should not have existed prior to the finality of the judgment.[125] Second, it must be shown that the supervening event "affects or changes the substance of the judgment and renders its execution inequitable." [126]

In *Roman Catholic Archbishop of Caceres v. Heirs of Manuel Abella*,[127] a civil case for quieting of title was considered as a supervening event that rendered a previous case for forcible entry unenforceable through

execution.[128] This Court held that the judgment in the case for quieting of title is a "new circumstance which developed after the finality of the judgment in the forcible entry [case] . . . [which] conclusively resolved the issue of ownership over the subject land, and the concomitant right of possession[.]" The execution of the judgment in the forcible entry case would, therefore, be unjust and inequitable to the respondents "who had been conclusively declared the owners and rightful possessors of the disputed land." [129]

Bani Rural Bank, Inc. v. De Guzman[130] is another instance where the exception was applied. The development of strained relations between the employer and the employee was considered as a supervening event that rendered the execution of the judgment, ordering the reinstatement of the employee, impossible.[131]

On the other hand, the exception was found to be inapplicable in *Javier v. Court of Appeals*. [132] The parties in *Javier* sought to bar the enforcement of an alias writ of execution. They anchored their argument on a deed of sale that purportedly revoked a previous one.[133] In determining whether the case fell under the exception, this Court declared that:

The supervening event which would justify the suspension or nullification of the execution of a final and executory judgment refers to facts and events transpiring after the judgment or order had become executory. These circumstances affect or change the substance of the judgment and render its execution inequitable.

. . . .

In the present cases, the execution or existence of the alleged deed of sale of 4 March 1975 cannot be considered a supervening event that will alter the finality and the executory nature of the decisions in question. The records show that Luz Javier filed the complaint for rescission of the Deed of Absolute Sale of 8 March 1972 on 5 August 1976. All throughout the proceedings from the lower court to the appellate courts in 1976 (specifically during the lifetime of Luz Javier, who died on 9 June 1980), to this Court in 1987, Ursula and the legal heirs remained silent about the existence of the alleged deed of sale of 4 March 1975.[134] (Citations omitted)

Aside from these well-known exceptions, several cases have also been excluded from the application of the doctrine of immutability of judgment in the interest of substantial justice. The exception sometimes applied when a party's liberty is involved or when there are special and compelling circumstances.[135] For instance, judgments of conviction that have attained finality were modified to correct an erroneous penalty previously imposed.[136]

Judgments may also be modified or amended to supply operational matters that are deemed necessary to carry out the decision into effect.[137]

I.E

In the present case, petitioners assert that the case falls under the first exception: that clerical errors attended the computation of the amounts awarded as life care cost and loss of earning capacity.[138] The resolution of the present petition would, therefore, require a comparison between the dispositive portion and the body of the judgment.

The dispositive portion of the September 29, 2004 Decision provided:

WHEREFORE, judgment is rendered finding defendants Mercury Drug Corporation, Inc. and Rolando del Rosario, jointly and severally liable to pay plaintiffs Spouses Richard Y. Huang and Carmen G. Huang, and Stephen Huang the following amounts:

- Two Million Nine Hundred Seventy[-]Three Thousand Pesos (P2,973,000.00) actual damages;
- As compensatory damages:

- Twenty[-]Three Million Four Hundred Sixty[--]One Thousand, and Sixty-Two Pesos (P23,461,062.00) for life care cost of Stephen;
- Ten Million Pesos (P10,000,000.00) as and for lost or impaired earning capacity of Stephen;
- Four Million Pesos (P4,000,000.00) as moral damages;
- Two Million Pesos (P2,000,000.00) as exemplary damages; and
- One Million Pesos (P1,000,000.00) as attorney[']s fees and litigation expense.

The defendants' counterclaim is DISMISSED.

SO ORDERED.[139]

On the other hand, the pertinent portion of this decision stated:

Drs. Renato Sibayan, Eduardo Jamora, Evelyn Dy and Teresita Sanchez testified regarding the massive injuries suffered by plaintiff Stephen and expenses that plaintiff will continue to incur. (TSN, July 5, 1999; TSN April 26, 1999, TSN, April 19, 1999; and TSN, March 26, 1999).

Although Stephen survived the accident, the doctors are unanimous in saying that Stephen needs continuous rehabilitation for the rest of his life. Dr. Sibayan's prognosis with regard to Stephen's future recovery is nil, or zero. The best thing that can be done for Stephen is for the latter to maintain some kind of rehabilitation program with the aim of preventing complications, particularly bed sores, infection of the bladder, inability to move. There are no dedicated and specific centers in the Philippines with spinal cord injury rehabilitation program. Notwithstanding the presentation by plaintiffs of the rehabilitation programs which the plaintiff Stephen may avail of at Kessler Institute for Rehabilitation, New Jersey, USA, together with the estimated expenses which may be incurred by plaintiffs, (Exhibits Y, Z-3), this Court deems it proper not to include the said amount because as far as the records are concerned, the enrollment of Stephen thereat remained a plan. The plaintiffs Spouses Richard and Carmen Huang merely contemplated the sending of their son, Stephen to Kessler Institute.

Accordingly, the defendants must not only pay for the actual expenses incurred by plaintiffs for the hospitalization and medical treatment of Stephen, they must also pay plaintiffs for the natural and probable expenses which the plaintiffs will in the future likely incur as a result of the injuries he suffered. In 1997[,] Stephen[']s average monthly expense was P21,500.00 and for 1998 it was for P16,280.00 more or less, (TSN, p. 11, January 11, 1999). It is expected that he will continue to incur these expenses for the rest of his life. The chance of Stephen regaining his normal ability to walk and perform the most basic body movements is remote. Thus, he shall be dependent financially and physically on the care, assistance, and support of his family throughout his life. Based on the actuarial computation of the remaining years that Stephen is expected to live, the life care cost will amount to P23,461,062.00 more or less. Plaintiffs must be compensated (Exhibits ZZ, ZZ-4 to ZZ-6).

Also part of the damages sustained by plaintiffs is the loss or in the least, impairment of Stephen's earning capacity. The massive injury Stephen sustained disabled him from engaging in those pursuits and occupations for which, in the absence of said injury, he would have qualified. To determine how much to be awarded for decreased earning capacity, the health of the injured party, and his mental and physical ability to maintain himself before the injury as compared with his condition in this respect afterwards have to be considered. The rule necessarily permits an inquiry into the capacity of plaintiff prior to the injury, including his physical condition, and his ability to labor or follow his usual vocation, his age, his state of health, and his probable life expectancy. The plaintiff's ability and disposition to labor or his business or professional habits may also be taken into consideration . . .

At the time of [the] accident, Stephen is a bright young man of 17, fourth year high school, a member of his school's varsity basketball team. He passed the entrance examination of the University of the Philippines, De La Salle University, and the University of Asia and the Pacific. In the actuarial study presented by plaintiff's witness, Aida Josef, she projected that Stephen's life expectancy is only up to age 48.37 or more or less 20 years after the accident. Had Stephen not met the accident, he would have continued his studies, finished his course in time, embarked on a banking career, initially earned a monthly income of at least P15,000.[00], gotten married, raised children, and become a productive member of society. Based on her actuarial study, Ms. Josef opined that due to serious physical injuries which caused him to be paraplegic for life, Stephen lost the opportunity to do all [of] the above. Stephen stood to suffer loss of his earning capacity in the total amount of P41,982,764.00 from year 2003 to year 2004 (Exhibit[s] YY, ZZ and XX with submarkings). However, considering the speculation involved, this Court places the loss or impairment of Stephen's earning capacity to a conservative amount of Ten Million Pesos, for which he must be compensated.[140] (Emphasis supplied)

In this case, there are no clerical errors or ambiguities regarding the computation of life care cost and loss of earning capacity awarded to respondent Stephen. The amounts indicated in the dispositive portion of the judgment faithfully correspond to the findings of fact and conclusions of the trial court.

The trial court deemed it adequate and proper to award P23,461,062.00 as life care cost and P10,000,000.00 as loss of earning capacity based on the evidence presented during trial. In awarding life care cost, the trial court did not limit itself to respondent Stephen's actual expenses in 1997 and 1998 and his projected life expectancy.[141] The trial court also considered the testimonies of respondent Stephen's doctors regarding his future medical expenses.[142] On the award of loss of earning capacity, the trial court did not likewise limit itself to respondent Stephen's projected initial monthly salary and life expectancy. It considered other equally important factors such as respondent Stephen's capacity prior to the injury, physical conditions, disposition to labor, and his professional habits.[143]

These findings and conclusions were even affirmed by this Court in Mercury Drug Corporation,[144] thus:

Petitioners are also liable for all damages which are the natural and probable consequences of the act or omission complained of. The doctors who attended to respondent Stephen are one in their prognosis that his chances of walking again and performing basic body functions are nil. For the rest of his life, he will need continuous rehabilitation and therapy to prevent further complications such as pneumonia, bladder and rectum infection, renal failure, sepsis and severe bed sores, osteoporosis and fractures, and other spinal cord injury-related conditions. He will be completely dependent on the care and support of his family. We thus affirm the award of P23,461,062.00 for the life care cost of respondent Stephen Huang, based on his average monthly expense and the actuarial computation of the remaining years that he is expected to live; and the conservative amount of P10,000,000.00, as reduced by the trial court, for the loss or impairment of his earning capacity, considering his age, probable life expectancy, the state of his health, and his mental and physical condition before the accident. He was only seventeen years old, nearly six feet tall and weighed 175 pounds. He was in fourth year high school, and a member of the school varsity basketball team. He was also class president and editor-in-chief of the school annual. He had shown very good leadership qualities. He was looking forward to his college life, having just passed the entrance examinations of the University of the Philippines, De La Salle University, and the University of Asia and the Pacific. The University of Sto. Tomas even offered him a chance to obtain an athletic scholarship, but the accident prevented him from attending the basketball try-outs. Without doubt, he was an exceptional student. He excelled both in his academics and extracurricular undertakings. He is intelligent and motivated, a go-getter, as testified by Francisco Lopez, respondent Stephen Huang's godfather and a bank executive. Had the accident not happened, he had a rosy future ahead of him. He wanted to embark on a banking career, get married and raise children. Taking into account his outstanding abilities, he would have enjoyed a successful professional career in banking. But, as Mr. Lopez stated, it is highly unlikely for someone like respondent to ever secure a job in a bank. To his

knowledge, no bank has ever hired a person suffering with the kind of disability as Stephen Huang's.[145] (Citations omitted)

There being no clerical errors or ambiguities in the dispositive portion or body of the judgment, the amounts awarded as life care cost and loss of earning capacity stand. There is no reason to disturb the trial court's findings and conclusions on the matter.

This Court notes that the amendments sought by petitioners affect the very substance of the controversy. While it appears on the surface of the Petition that they merely seek the clarification of the judgment, a careful review of petitioners' assertions and arguments reveal their true intention of appealing the merits of the case. This cannot be done without violating the doctrine on immutability of judgments. A correction pertaining to the substance of the controversy is not a clerical error.

Furthermore, petitioners have previously raised their arguments in different fora, particularly in their Petition for Review before the Court of Appeals[146] and in their Motion for Reconsideration and/or New Trial[147] before this Court. Their arguments have been reviewed and passed upon twice.

Nevertheless, even if we were to indulge petitioners, their arguments deserve scant consideration. Petitioners insist that the computation of life care cost should be limited to respondent Stephen's average monthly expenses in 1997 and 1998 and his projected life expectancy.[148] They also insist that the computation of loss of earning capacity should be limited to respondent Stephen's estimated initial salary and his projected life expectancy.[149]

To limit the computation of life care cost and loss of earning capacity strictly to these variables glosses over other equally important economic factors that the trial court has probably considered. Inflation, which is generally defined as the increase in the price of goods and services over time,[150] is a significant economic factor. Petitioners failed to consider that the cost of goods and services back then would not be the same as today. Petitioners also glossed over the possibility that respondent Stephen might eventually be promoted within the banking industry. This may lead to an increased basic salary and the grant of additional benefits on top of hefty bonuses that are usually given to top-notch or high-ranking bank officers. Furthermore, petitioners overlook the health complications that may arise from spinal cord injuries. While it may be true that respondent is able to function as a productive member of society today, this cannot operate as a justification to reduce the monetary award granted to him. Reducing the monetary award granted to respondent Stephen penalizes his recovery.

II

Another effect of a final and executory judgment is that winning litigants are entitled to the satisfaction of the judgment through a writ of execution.

A writ of execution must substantially conform to the judgment sought to be enforced.[151] A writ of execution that exceeds the tenor of the judgment is patently void and should be struck down.[152] Upon a finding of its invalidity, the case may be remanded to the lower court for the issuance of the proper writ.[153]

In this case, the Writ of Execution[154] issued by the Regional Trial Court neither varied nor departed from the terms of the judgment in any manner. It was faithful to what the trial court decreed, thus:

You are commanded to demand from MERCURY DRUG CORPORATION and ROLANDO J. DEL ROSARIO at #7 Mercury Avenue, Libis, Quezon City and C. Valle Street, Dolores, Taytay, Rizal, respectively, the judgment obligors, the immediate payment in full of the sums of TWO MILLION NINE HUNDRED SEVENTY[-]THREE THOUSAND PESOS (P2,973,000.00), Philippine Currency, as actual damages; TWENTY[-]THREE MILLION FOUR HUNDRED SIXTY[-]ONE THOUSAND, AND SIXTY[-]TWO PESOS (P23,461,062.00) for life care cost of Stephen; TEN MILLION PESOS

(P10,000,000.00) as and for lost or impaired earning capacity of Stephen; ONE MILLION PESOS (P1,000,000.00) as moral damages; TWO MILLION PESOS (P2,000,000.00) as exemplary damages; and ONE MILLION PESOS (P1,000,000.00) as attorney's fees and litigation expense, together with your lawful fees for service of this execution, which SPOUSES RICHARD Y. HUANG & CARMEN G. HUANG and STEPHEN G. HUANG, the judgment obligees, recovered in this case against said judgment obligors, and to tender the same to said judgment obligees and return this writ, with the lawful fees, to this Court within thirty (30) days from the date of receipt hereof with your proceedings indorsed thereon.[155]

III

The case not falling within any of the exceptions to the doctrine of immutability of judgments, it becomes the court's ministerial duty to issue a writ of execution, which must "conform to that ordained or decreed in the dispositive part of the decision." [156] The manner of execution of a judgment cannot depend upon the choice or discretion of a party. [157]

In this case, the judgment did not indicate, in any manner, that the amounts of life care cost and loss of earning capacity should be paid in installments or amortized. There is nothing in the decision that would substantiate petitioners' assertion that life care cost and loss of earning capacity were awarded as judicial support.

The cases petitioners relied upon to support their arguments are inapplicable. *Advincula* [158] and *Canonizado* [159] are judgments for support arising from family relations. In the present case, the two (2) monetary awards were given as the "natural and probable expenses" that respondents would likely incur for rehabilitation and continued treatment. [160] Although the court stated that respondent Stephen would be "dependent financially and physically on the care, assistance, and support of his family throughout his life[,] "[161] this should not be construed to mean that the monetary awards were given as judicial support. They were awarded as damages arising from quasi-delict.

In the absence of any directive in the body or in the dispositive portion of the decision that the judgment award should be amortized or paid in periodic installments, the manner of its execution shall be subject to the Rules of Court. The manner of execution of judgments for money is specifically governed by Rule 39, Section 9 of the Rules of Court.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The Decision dated January 20, 2011 and Resolution dated July 6, 2011 of the Court of Appeals in CA-GR. SP No. 106647 are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Bersamin, Martires, and Gesmundo, JJ., concur.

November 29, 2017

NOTICE OF JUDGMENT

Sirs / Mesdames:

Please take notice that on August 30, 2017 a Decision, copy attached hereto, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this Office on November 29, 2017 at 2:20 p.m.

Very truly yours,

(SGD)

WILFREDO V. LAPITAN

Division Clerk of Court

[1] Rollo, pp. 29-74.

[2] Id. at 12-24. The Decision was penned by Associate Justice Mariflor P. Punzalan Castillo and concurred in by Associate Justices Josefina Guevara-Salonga and Franchito N. Diamante of the Fourth Division, Court of Appeals, Manila.

[3] Id. at 26-27. The Resolution was penned by Associate Justice Mariflor P. Punzalan Castillo and concurred in by Associate Justices Josefina Guevara-Salonga and Franchito N. Diamante of the Fourth Division, Court of Appeals, Manila.

[4] Id. at 23-24.

[5] Id. at 13.

[6] Id. at 642, Comment.

[7] Id. at 122-163. The Decision, docketed as Civil Case No. 97-918, was penned by Judge Delia H. Panganiban of Branch 64, Regional Trial Court, Makati City.

[8] Id. at 162-163.

[9] Id. at 162-163.

[10] Id. at 14.

[11] 552 Phil. 496 (2007) [Per C.J. Puno, First Division].

[12] Rollo, p. 14.

[13] Id. at 245-280.

[14] Id. at 14.

[15] Id. at 696.

[16] Id. at 292-296-A.

[17] Id. at 647, Comment.

[18] Id. at 297-300.

[19] Id. at 301-302.

[20] Id. at 301-302.

[21] Id. at 304-320.

[22] Id. at 321-328.

- [23] Id. at 388-390.
- [24] Id. at 40.
- [25] Id.
- [26] Id. at 15.
- [27] Id.
- [28] Id. at 751.
- [29] Id. at 749-750.
- [30] Id. at 41.
- [31] Id. at 407-446.
- [32] Id. at 424.
- [33] Id. at 12-24.
- [34] Id. at 16-24.
- [35] Id. at 19.
- [36] Id.
- [37] Id. at 26-27.
- [38] Id. at 29-74.
- [39] Id. at 641-689.
- [40] Id. at 790-810.
- [41] Id. at 790.
- [42] Id. at 811-812.
- [43] Id. at 825-926.
- [44] Id. at 43-51.
- [45] Id. at 46-47.
- [46] Id. at 48-49.
- [47] Id. at 48-49.
- [48] Id. at 43-51.
- [49] Id. at 792.
- [50] Id. at 58.
- [51] Id. at 49.
- [52] 119 Phil. 448 (1964) [Per J. Paredes, En Banc].
- [53] 212 Phil. 564 (1984) [Per J. Gutierrez, Jr., First Division].

[54] Rollo, pp. 59-60.

[55] Id.

[56] Id. at 49.

[57] Id. at 656-662.

[58] Id. at 676-679.

[59] Id.

[60] Id. at 665-676.

[61] Id. at 679-682.

[62] Id. at 682.

[63] RULES OF COURT, Rule 39, sec. 9(a) provides:

Section 9. Execution of Judgments for Money, How Enforced. - (a) Immediate Payment on Demand. - The officer shall enforce an execution of a judgment for money by demanding from the judgment obligor the immediate payment of the full amount stated in the writ of execution and all lawful fees. The judgment obligor shall pay in cash, certified bank check payable to the judgment obligee, or any other form of payment acceptable to the latter, the amount of the judgment debt under proper receipt directly to the judgment obligee or his authorized representative if present at the time of payment. The lawful fees shall be handed under proper receipt to the executing sheriff who shall turn over the said amount within the same day to the clerk of court of the court that issued the writ.

[64] Id. at 680-681.

[65] Id. at 897-898.

[66] Id. at 898.

[67] National Housing Authority v. Court of Appeals, 731 Phil. 400, 405-406 [Per J. Perlas-Bernabe, Second Division].

[68] Id.

[69] Id.

[70] Id. at 405.

[71] 549 Phil. 112 (2007) [Per J. Corona, En Banc].

[72] Id. at 116.

[73] FGU Insurance Corp. v. Regional Trial Court of Makati City, Branch 66, 659 Phil. 117, 123 (2011) [Per J. Mendoza, Second Division].

[74] Id.

[75] Filipino Legion, Corporation v. Court of Appeals, 155 Phil. 616, 631 (1974) [Per J. Muñoz Palma, First Division].

[76] Republic Surety and Insurance Co., Inc. v. Intermediate Appellate Court, 236 Phil. 332, 338 (1987) [Per J.

Feliciano, Third Division].

[77] Go v. Echavez, 765 Phil. 410, 423 (2015) [Per J. Brion, Second Division] citing Rebuldela v. Intermediate Appellate Court, 239 Phil. 487 (1987) [Per J. Paras, First Division] and Municipality of Antipolo v. Zapanta, 230 Phil. 429 (1986) [Per J. Melencio-Herrera, First Division].

[78] 360 Phil. 865 (1998) [Per J. Purisima, Third Division].

[79] Id. at 867.

[80] Id. at 868.

[81] Id. at 869.

[82] Id. at 870.

[83] 155 Phil. 616 (1974) [Per J. Muñoz Palma, First Division].

[84] Id. at 631-632.

[85] Id. at 632.

[86] Id. at 633.

[87] 87 Phil. 87 (1936) [Per J. Villa-Real, En Banc].

[88] Id. at 89-92.

[89] Id. at 91.

[90] Id.

[91] 666 Phil. 528 (2011) [Per J. Nachura, Second Division].

[92] Id. at 533-534.

[93] Id. at 536-538.

[94] Id. at 537.

[95] Filipino Legion Corporation v. Court of Appeals, 155 Phil. 616, 633 (1974) [Per J. Muñoz Palma, First Division]; See Baguio v. Bandal, 360 Phil. 865 (1998) [Per J. Purisima, Third Division].

[96] Id.

[97] Go v. Echavez, 765 Phil. 410, 423 (2015) [Per J. Brion, Second Division].

[98] Lichauco v. Tan Pho, 51 Phil. 862, 879-881 (1923) [Per J. Romualdez, En Banc].

[99] Id. at 880-881.

[100] Id. at 879.

[101] 51 Phil. 862 (1923) [Per J. Romualdez, En Banc].

[102] Id. at 879-881.

[103] Id. at 881.

[104] Briones-Vasquez v. Court of Appeals, 491 Phil. 81, 93 (2005) [Per J. Azcuna, First Division].

[105] Lichauco v. Tan Pho, 51 Phil. 862, 884 (1923) [Per J. Romualdez, En Banc].

[106] Id. at 884.

[107] Id.

[108] Id.

[109] 126 Phil. 833 (1967) [Per J. Makalintal, En Banc].

[110] Id. at 837.

[111] Id. at 837-838.

[112] Go v. Echavez, 765 Phil. 410,424 (2015) [Per J. Brion, Second Division].

[113] Id.

[114] Imperial v. Armes, 178842, January 30, 2017
<<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/january2017/178842.pdf>> 11 [Per J. Jardeleza, Third Division].

[115] Id. citing Yu v. Judge Reyes-Carpio, 667 Phil. 474 (2011) [Per J. Velasco, Jr., First Division].

[116] 47 Phil. 717 (1925) [Per J. Ostrand, Second Division].

[117] Id. at 722.

[118] Nazareno v. Court of Appeals, 428 Phil. 32,41-42 (2002) [Per J. De Leon, Jr., Second Division].

[119] Imperial v. Armes, 178842, January 30, 2017
<<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2017/january2017/178842.pdf>> 12 [Per J. Jardeleza, Third Division].

[120] Estoesta v. Court of Appeals, 258-A Phil. 779, 790 (1989) [Per J. Paras, Second Division].

[121] 697 Phil. 619 (2012) [Per J. Brion, En Banc].

[122] Id. at 629-630.

[123] 440 Phil. 1 (2002) [Per J. Carpio, First Division].

[124] Id. at 23-24.

[125] Id.

[126] NPC Drivers and Mechanics Association v. National Power Corporation, 767 Phil. 210, 250 (2014) [Per J. Brion, Special Third Division].

[127] 512 Phil. 408 (2005) [Per J. Austria-Martinez, Second Division].

[128] Id. at 413-416.

[129] Id. at 416.

[130] 721 Phil. 84 (2013) [Per J. Brion, Second Division].

[131] Id. at 96-98.

[132] 296 Phil. 580 (1993) [Per J. Bellosillo, First Division].

[133] Id. at 589-591.

[134] Id. at 591-592.

[135] Bigler v. People, 785 SCRA 479, 487-488 (2016) [Per J. Perlas-Bernabe, First Division].

[136] Sumbilla v. Matrix Finance Corporation, 762 Phil. 130, 137-141 (2015) [Per J. Villarama, Jr., Third Division].

[137] Republic Surety and Insurance Co., Inc. v. Intermediate Appellate Court, 236 Phil. 332 (1987) [Per J. Feliciano, Third Division].

[138] Rollo, pp. 43-49.

[139] Id. at 162-163.

[140] Id. at 157-159.

[141] Id.

[142] Id.

[143] Id.

[144] 552 Phil. 496 (2007) [Per J. Puno, Second Division].

[145] Id. at 508-509.

[146] Rollo, p. 214.

[147] Id. at 262-271.

[148] Id. at 43-49.

[149] Id.

[150] Marc Labonte, Inflation: Causes, Costs, and Current Status, <<https://pdfs.semanticscholar.org/48ac/7bf4dd4a6c9bce7c05722506274307bba096.pdf>> (last visited August 15, 2017).

[151] Villoria v. Piccio, 95 Phil. 802, 805-806 (1954) [Per J. Reyes, A., En Banc]; Windor Steel Mfg. Co., Inc. v. Court of Appeals, 190 Phil. 223 (1981) [Per J. Melencio-Herrera, First Division].

[152] Id. at 805-806.

[153] Windor Steel Mfg. Co., Inc. v. Court of Appeals, 190 Phil. 223 (1981) [Per J. Melencio-Herrera, First Division]; KKK Foundation, Inc. v. Calderon-Bargas, 565 Phil. 720 (2007) [Per J. Quisumbing, Second Division].

[154] Rollo, pp. 301-302

[155] Id. at 301.

[156] Philippine American Accident Insurance Co., Inc. v. Flores, 186 Phil. 563 (1980) [Per J. Abad Santos, Second Division].

[157] See Raymundo v. Galen Realty and Mining Corp., 719 Phil. 557, 565 (2013) [Per J. Reyes, First Division].

[158] 119 Phil. 448 (1964) (Per J. Paredes, En Banc).

[159] 212 Phil. 564 (1984) [Per J. Gutierrez, Jr., First Division].

[160] Rollo, p. 157.

[161] Id. at 158.

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