

AYALA CORPORATION, LAS PIÑAS VENTURES, INC., AND FILIPINAS LIFE ASSURANCE COMPANY, INC., PETITIONERS, VS. THE HONORABLE JOB B. MADAYAG, PRESIDING JUDGE, REGIONAL TRIAL COURT, NA...

G.R. No. 88421. January 30, 1990

Ponente: GANCAYCO, J.

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GANCAYCO, J.:

Once more the issue relating to the payment of filing fees in an action for specific performance with damages is presented by this petition for prohibition.

Private respondents filed against petitioners an action for specific performance with damages in the Regional Trial Court of Makati. Petitioners filed a motion to dismiss on the ground that the lower court has not acquired jurisdiction over the case as private respondents failed to pay the prescribed docket fee and to specify the amount of exemplary damages both in the body and prayer of the amended and supplemental complaint. The trial court denied the motion in an order dated April 5, 1989. A motion for reconsideration filed by petitioners was likewise denied in an order dated May 18, 1989. Hence this petition.

The main thrust of the petition is that private respondent paid only the total amount of P1,616.00 as docket fees instead of the amount of P13,061.35 based on the assessed value of the real properties involved as evidenced by its tax declaration. Further, petitioners contend that private respondents failed to specify the amount of exemplary damages sought both in the body and the prayer of the amended and supplemental complaint.

In *Manchester Development Corporation vs. Court of Appeals*[1] a similar case involving an action for specific performance with damages, this Court held that the docket fee should be assessed by considering the amount of damages as alleged in the original complaint.

However, the contention of petitioners is that since the action concerns real estate, the assessed value thereof should be considered in computing the fees pursuant to Section 5, Rule 141 of the Rules of Court. Such rule cannot apply to this case which is an action for specific performance with damages although it is in relation to a transaction involving real estate. Pursuant to *Manchester*, the amount of the docket fees to be paid should be computed on the basis of the amount of damages stated in the complaint.

Petitioners also allege that because of the failure of the private respondents to state the amount of exemplary damages being sought, the complaint must nevertheless be dismissed in accordance to *Manchester*. The trial court denied the motion stating that the determination of the exemplary damages is within the sound discretion of the court and that it would be unwarrantedly presumptuous on the part of the private respondents to fix the amount of exemplary damages being prayed for. The trial court cited the subsequent case of *Sun Insurance vs. Judge Asuncion*[2] in support of its ruling.

The clarificatory and additional rules laid down in *Sun Insurance* are as follows:

1. It is not simply the filing of the complaint or appropriate initiatory pleading, but (also) the payment of the prescribed docket fee that vests a trial court with jurisdiction over the subject-matter or nature of the action. Where the filing of the initiatory pleading is not accompanied by payment of the docket fee, the court may allow payment of the fee within a reasonable time but in no case beyond the applicable prescriptive or reglementary period.
2. The same rule applies to permissive counterclaims, third-party claims and similar pleadings, which shall not be considered filed until and unless the filing fee prescribed therefor is paid. The court may also allow payment of said fee within a reasonable time but also in no case beyond its applicable prescriptive or reglementary period.
3. Where the trial court acquires jurisdiction over a claim by the filing of the appropriate pleading and payment of the prescribed filing fee but, subsequently, the judgment awards a claim not specified in the pleading, or if specified, the same has been left for determination by the court, the additional filing fee therefor shall constitute a lien on the judgment. It shall be the responsibility of the Clerk of Court or his duly authorized deputy to enforce said lien and assess and collect the additional fee."

Apparently, the trial court misinterpreted paragraph 3 of the above ruling of this Court wherein it is stated that "where the judgment awards a claim not specified in the pleading, or if specified, the same has been left for the determination of the court, the additional filing fee therefor shall constitute a lien on the judgment" by considering it to mean that where in the body and prayer of the complaint there is a prayer, say for exemplary or corrective damages, the amount of which is left to the discretion of the Court, there is no need to specify the amount being sought, and that any award thereafter shall constitute a lien on the judgment.

In the latest case of *Tacay vs. Regional Trial Court of Tagum*,^[3] this Court had occasion to make the clarification that the phrase "awards of claims not specified in the pleading" refers only to "damages arising after the filing of the complaint or similar pleading x x x x as to which the additional filing fee therefor shall constitute a lien on the judgment." The amount of any claim for damages, therefore, arising on or before the filing of the complaint or any pleading should be specified. While it is true that the determination of certain damages as exemplary or corrective damages is left to the sound discretion of the court, it is the duty of the parties claiming such damages to specify the amount sought on the basis of which the court may make a proper determination, and for the proper assessment of the appropriate docket fees. The exception contemplated as to claims not specified or to claims although specified are left for determination of the court is limited only to any damages that may arise after the filing of the complaint or similar pleading for then it will not be possible for the claimant to specify nor speculate as to the amount thereof.

The amended and supplemental complaint in the present case, therefore, suffers from the material defect in failing to state the amount of exemplary damages prayed for.

As ruled in *Tacay* the trial court may either order said claim to be expunged from the record as it did not acquire jurisdiction over the same or on motion, it may allow, within a reasonable time, the amendment of the amended and supplemental complaint so as to state the precise amount of the exemplary damages sought and require the payment of the requisite fees therefor within the relevant prescriptive period.^[4]

WHEREFORE, the petition is GRANTED. The trial court is directed either to expunge from the record the claim for exemplary damages in the amended and supplemental complaint, the amount of which is not specified, or it may otherwise, upon motion, give reasonable time to private respondents to amend their pleading by specifying its amount and paying the corresponding docketing fees within the appropriate reglementary or prescriptive period. No costs.

SO ORDERED.

Narvasa, (Chairman), Cruz, Griño-Aquino, and Medialdea, JJ., concur.

[1] 149 SCRA 562 (1987).

[2] G.R. Nos. 79937-38, February 13, 1989.

[3] G.R. Nos. 88075-77, December 20, 1989.

[4] Ibid.

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