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SECOND DIVISION

[G.R. No. 198120, February 20, 2017]

MERCEDES S. GATMAYTAN, PETITIONER, VS. FRANCISCO DOLOR (SUBSTITUTED BY HIS HEIRS) AND HERMOGENA DOLOR, RESPONDENTS.

D E C I S I O N

LEONEN, J.:

When a party's counsel serves a notice of change in address upon a court, and the court acknowledges this change, service of papers, processes, and pleadings upon the counsel's former address is ineffectual. Service is deemed completed only when made at the updated address. Proof, however, of ineffectual service at a counsel's former address is not necessarily proof of a party's claim of when service was made at the updated address. The burden of proving the affirmative allegation of when service was made is distinct from the burden of proving the allegation of where service was or was not made. A party who fails to discharge his or her burden of proof is not entitled to the relief prayed for.

This resolves a Petition for Review on Certiorari[1] under Rule 45 of the 1997 Rules of Civil Procedure, praying that the assailed March 24, 2011 Decision[2] and August 9, 2011 Resolution[3] of the Court of Appeals, Sixth Division, in CA-G.R. CV No. 88709 be reversed and set aside and that the Court of Appeals be directed to resolve petitioner Mercedes S. Gatmaytan's (Gatmaytan) appeal on the merits.

In its assailed March 24, 2011 Decision, the Court of Appeals dismissed Gatmaytan's appeal, noting that the assailed March 27, 2006 Decision[4] of the Quezon City Regional Trial Court, Branch 223, had already attained finality. In its assailed August 9, 2011 Resolution, the Court of Appeals denied Gatmaytan's Motion for Reconsideration.

The Regional Trial Court's March 27, 2006 Decision resolved an action for reconveyance against Gatmaytan and in favor of the plaintiff spouses, now respondents Francisco and Hermogena Dolor (Dolor Spouses).

In a Complaint for Reconveyance of Property and Damages filed with the Quezon City Regional Trial Court, the Dolor Spouses alleged that on February 17, 1984, they, as buyers, and Manuel Cammayo (Cammayo), as seller, executed a Deed of Sale over a 300 square meter parcel of land located in Novaliches, Quezon City.[5] This 300 square meter parcel was to be segregated from a larger landholding.[6]

The Deed of Sale stated that, of the total consideration of P30,000.00, half (i.e., P15,000.00) would be paid upon the execution of the Deed.[7] The balance of P15,000.00 would be paid upon the release and delivery of the registrable Deed of

Sale and of the Transfer Certificate of Title (TCT) covering the segregated portion.[8]

Per a "Kasunduan"[9] and based on a receipt dated May 18, 1984,[10] the Dolor Spouses were able to pay the entire consideration of P30,000.00 even before the TCT was delivered to them.[11] As such, on May 16, 1986, a second Deed of Sale, in lieu of the first, was executed by Cammayo in favor of Francisco Dolor.[12] This Deed no longer referenced the condition for payment of the P15,000.00 balance but merely stated that the lot was being sold "for and in consideration of the sum of THIRTY THOUSAND PESOS[.][13]

The Dolor Spouses claimed that, on March 27, 1989, they authorized Cecilio T. Manzanilla and his family to occupy the lot and to construct a house on it.[14]

To the Dolor Spouses' surprise, in October 1999, petitioner Gatmaytan filed an ejectment suit against Encarnacion Vda. De Manzanilla and her family.[15] Gatmaytan anchored her ejectment suit on her claim that she was the registered owner of the lot.[16]

In response, the Dolor Spouses filed against Gatmaytan and Cammayo the Complaint for Reconveyance of Property and Damages, which gave rise to the present Petition.[17]

In her Answer, Gatmaytan claimed that the Deed of Sale between the Dolor Spouses and Cammayo was never registered.[18] She explained that the lot was a portion of a larger 5,001 square meter parcel, which Cammayo had earlier conveyed to her.[19] She further averred that the Dolor Spouses' action was barred by prescription as they failed to enforce their rights for 11 years.[20]

In his Answer, Cammayo acknowledged executing a Deed of Sale in favor of the Dolor Spouses.[21] He added that he entered into an agreement with Gatmaytan for the latter to defray the expenses for the payment of real estate taxes, and the segregation of the title covering the portion sold to the Dolor Spouses from the larger, 5,001 square meter, parcel.[22] Per this agreement, Gatmaytan was to have the larger parcel titled in her name with the condition that Gatmaytan would deliver to the Dolor Spouses the segregated portion and TCT covering it.[23]

On March 27, 2006, the Quezon City Regional Trial Court, Branch 223 rendered a Decision ordering Gatmaytan to convey the lot to the Dolor Spouses.[24]

On June 16, 2006, Gatmaytan filed her Motion for Reconsideration,[25] which was denied by the trial court on August 28, 2006.[26]

Gatmaytan then filed an Appeal with the Court of Appeals.

In its assailed March 24, 2011 Decision,[27] the Court of Appeals, Sixth Division, dismissed Gatmaytan's Appeal. It ruled that the Regional Trial Court's March 27, 2006 Decision had already attained finality as Gatmaytan filed her Motion for Reconsideration beyond the requisite 15-day period. This ruling was anchored on the

following factual observations:

First, the Regional Trial Court's Decision was rendered on March 27, 2006;[28]

Second, per the registry return receipt attached to the back portion of the last page of the Regional Trial Court's Decision, Gatmaytan's counsel, Atty. Raymond Palad (Atty. Palad), received a copy of the same Decision on April 14, 2006;[29] and

Finally, Gatmaytan filed her Motion for Reconsideration only on June 16, 2006.[30]

Gatmaytan then filed a Motion for Reconsideration.[31]

In its assailed August 9, 2011 Resolution,[32] the Court of Appeals denied Gatmaytan's Motion for Reconsideration. It emphasized that the Receipt at the back of the last page of the Regional Trial Court's Decision indicated that a copy of the same Decision was received by a certain Maricel Luis (Luis), for and on behalf of Atty. Palad, on April 14, 2006.[33] The Court of Appeals added that previous orders of the Regional Trial Court were likewise received by Luis, and that Luis' authority to receive for Atty. Palad had never been questioned.[34]

Gatmaytan filed the Present Petition.[35]

Gatmaytan insists that the Regional Trial Court's March 27, 2006 Decision has not attained finality as the April 14, 2006 service was made to her counsel's former address (at No. 117 West Avenue, Quezon City) as opposed to the address (at Unit 602, No. 42 Prince Jun Condominium, Timog Avenue, Quezon City) that her counsel indicated in a June 8, 2004 Notice of Change of Address[36] filed with the Regional Trial Court. Gatmaytan adds that the Regional Trial Court noted the change of address in an Order[37] of the same date, and directed that, from then on, service of papers, pleadings, and processes was to be made at her counsel's updated address at Unit 602, No. 42 Prince Jun Condominium, Timog Avenue, Quezon City.[38]

In support of the present Petition, Gatmaytan attached a copy of the Regional Trial Court's March 27, 2006 Decision.[39] On its last page is a typewritten text, which indicates that a copy of the same Decision was furnished to:

> Atty. Raymond Palad
> Counsel for Gatmaytan
> No. 117 West Ave., Quezon City[40]

The same last page of the copy of the Regional Trial Court's Decision indicates, in handwritten text:

> Mailed also to
> Atty. Raymond Palad at:
> Unit 602, No. 42 Prince Jun Condominium
> Timog Ave., Quezon City[41]

For resolution is the sole issue of whether the Regional Trial Court's March 27, 2006 Decision has already attained finality thus, precluding the filing of petitioner

Mercedes S. Gatmaytan's appeal with the Court of Appeals.

I

It is elementary that "[a]ppeal is not a matter of right but a mere statutory privilege."[42] As such, one who wishes to file an appeal "must comply with the requirements of the rules, failing in which the right to appeal is lost."[43]

It is just as basic that a judgment can no longer be disturbed, altered, or modified as soon as it becomes final and executory;[44] "nothing is more settled in law."[45] Once a case is decided with finality, the controversy is settled and the matter is laid to rest.[46] Accordingly,

> [a final judgment] 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.[47]

Once a judgment becomes final, the court or tribunal loses jurisdiction, and any modified judgment that it issues, as well as all proceedings taken for this purpose are null and void.[48]

This elementary rule finds basis in "public policy and sound practice that at the risk of occasional error, the judgment of courts and the award of quasi-judicial agencies must become final at some definite date fixed by law."[49] Basic rationality dictates that there must be an end to litigation. Any contrary posturing renders justice inutile, reducing to futility the winning party's capacity to benefit from the resolution of a case.[50]

In accordance with Rule 36, Section 2 of the 1997 Rules of Civil Procedure, unless a Motion for Reconsideration is timely filed, the judgment or final order from which it arose shall become final:

> Section 2. Entry of Judgments and Final Orders. — *If no appeal or motion for new trial or reconsideration is filed within the time provided in these Rules, the judgment or final order shall forthwith be entered by the clerk in the book of entries of judgments. The date of finality of the judgment or final order shall be deemed to be the date of its entry.* The record shall contain the dispositive part of the judgment or final order and shall be signed by the clerk, with a certificate that such judgment or final order has become final and executory. (Emphasis supplied)

In turn, Rule 37, Section 1, in relation to Rule 41, Section 3 of the 1997 Rules of Civil Procedure, allows for 15 days from notice of a judgment or final order within which a Motion for Reconsideration may be filed.

Rule 37, Section 1 reads:

> Section 1. Grounds of and Period for Filing Motion for New Trial or Reconsideration. — *Within the period for taking an appeal, the aggrieved party may move the trial court to set aside the judgment or final order*

and grant a new trial for one or more of the following causes materially affecting the substantial rights of said party:

(a) Fraud, accident, mistake or excusable negligence which ordinary prudence could not have guarded against and by reason of which such aggrieved party has probably been impaired in his rights; or

(b) Newly discovered evidence, which he could not, with reasonable diligence, have discovered, and produced at the trial, and which if presented would probably alter the result.

Within the same period, the aggrieved party may also move for reconsideration upon the grounds that the damages awarded are excessive, that the evidence is insufficient to justify the decision or final order, or that the decision or final order is contrary to law. (Emphasis supplied)

For its part, Rule 41, Section 3 reads:

Section 3. Period of Ordinary Appeal. — *The appeal shall be taken within fifteen (15) days from notice of the judgment or final order appealed from.* Where a record on appeal is required, the appellant shall file a notice of appeal and a record on appeal within thirty (30) days from notice of the judgment or final order.

The period of appeal shall be interrupted by a timely motion for new trial or reconsideration. No motion for extension of time to file a motion for new trial or reconsideration shall be allowed. (Emphasis supplied)

II

Reckoning the date when a party is deemed to have been given notice of the judgment or final order subject of his or her Motion for Reconsideration depends on the manner by which the judgment of final order was served upon the party himself or herself.

When, however, a party is represented and has appeared by counsel, service shall, as a rule, be made upon his or her counsel. As Rule 13, Section 2 of the 1997 Rules of Civil Procedure provides:

Section 2. Filing and Service, Defined. —

....

Service is the act of providing a party with a copy of the pleading or paper concerned. *If any party has appeared by counsel, service upon him shall be made upon his counsel or one of them, unless service upon the party himself is ordered by the court.* Where one counsel appears for several parties, he shall only be entitled to one copy of any paper served upon him by the opposite side. (Emphasis supplied)