

SECOND DIVISION

[G.R. No. 177516, March 13, 2009]

CONRADO QUESADA, ANGELITA QUESADA EJERCITO, HECTOR A. QUESADA, AUGUST QUESADA, ENGRACIA A. QUESADA, AND GAVINA ASUNCION, PETITIONERS, VS. HON. COURT OF APPEALS, HEIRS OF ILDEFONSO DEREQUITO AND AGUSTIN D. DEREQUITO, REPRESENTED BY EUGENIO DEREQUITO AND FOR HIMSELF, RESPONDENTS.

DECISION

CARPIO MORALES, J.:

Epitacio Asuncion, predecessor-in-interest of herein petitioners Conrado Quesada, et al., was the owner of Lot No. 225-B (the lot) covered by Original Certificate of Title No. F-24467 of the Register of Deeds of Iloilo and containing about 3.4 hectares.^[1] One-and-a-half (1 ½) hectares of the lot were leased to one Claro San Luis (San Luis).

The lot is separated from the land occupied by Querubin Derequito (Querubin), predecessor-in-interest of respondents, by the Balabag River. Querubin converted a portion of the Balabag River into a fish pond and occupied a portion of the lot leased to San Luis.

Querubin later filed a complaint for forcible entry against San Luis, docketed as Civil Case No. 8863. Branch I of the Iloilo then Court of First Instance rendered a decision dated August 25, 1975 in favor of the therein defendant San Luis,^[2] disposing as follows:

FOR ALL THE FOREGOING, judgment is rendered:

- a. ordering plaintiff [Querubin] to renounce possession of the little over one hectare indicated as Exhibit A-2 and Exhibit A-3 on Exhibit A for plaintiff and Exhibit 5 for defendant;
- b. ordering plaintiff to limit his fishpond operation on the area North and Northeast of the original bank (before encroachment) of the Balabag River in Dumangas, Iloilo;
- c. ordering defendant to limit his fishpond operation along the curb line indicated in red pencil from point x to y on the sketch plan, Exhibit B for the plaintiff, of the area South and southeast of the original bank of the Balabag River.

No pronouncement as to cost.

Let copy of this decision be furnished the Regional Director of the Department of Public Works, Transportation and Communication with offices in Iloilo City.

SO ORDERED. (Underscoring supplied)^[3]

The Motion for Reconsideration of the Decision was denied by Order of September 15, 1976. The decision having become final and executory, a writ of execution was issued by the trial court but it appears that it was not implemented.^[4]

In 1977, San Luis' contract of lease expired.

After Querubin died, respondents succeeded in the possession and enjoyment of the fruits of the questioned portion of the lot.

On August 26, 1985, San Luis, together with petitioners, filed before the Regional Trial Court (RTC) of Iloilo City a complaint to revive the judgment in Civil Case No. 8863 (for forcible entry, which was decided in favor of the therein defendant San Luis) and to recover possession and damages.^[5] The complaint, docketed as Civil Case No. 16681, was later amended to implead respondents Agustin Derequito and Eugenio Derequito (Eugenio) as defendants and to drop San Luis as a plaintiff.^[6]

Branch 32 of the Iloilo City RTC, by Decision of July 8, 2002, rendered judgment in Civil Case No. 16681 in favor of petitioners, the dispositive portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants as follows:

1. The Decision rendered in Civil Case No. 8863 be revived in favor of the plaintiffs[-herein petitioners]. Quesadas, Ejercito, and Asuncion after they have acquired the rights and interest of Claro San Luis by subrogation upon the termination of the lease contract of Claro San Luis in 1977 in the Decision Dated August 25, 1975 which reads as follows:
 - a. ordering plaintiff to renounce possession of the little over one hectare indicated as Exhibit A-2 and Exhibit A-3 on Exhibit A for plaintiff and Exhibit 5 for defendant;
 - b. ordering plaintiff to limit his fishpond operation on the area North and Northeast of the original bank (before encroachment) of the Balabag River in Dumangas, Iloilo;
 - c. ordering defendant to limit his fishpond operation along the curb line indicated in red pencil from point x to y on the sketch plan, Exhibit B for the plaintiff, of the area South and southeast of the original bank of the Balabag River.

No pronouncement as to cost.

Let copy of this decision be furnished the Regional Director of the Department of Public Works, Transportation and Communication with offices in Iloilo City.

SO ORDERED.

Iloilo City, August 25, 1975.

2. The defendants-[herein respondents] are hereby ordered jointly and severally to pay plaintiffs the sum of no less than Forty Thousand (P40,000.00) Pesos a year for damages from 1977 until plaintiffs are restored to the possession of that 1-1/2 hectares more or less of Lot 225-B;
3. Defendants are ordered jointly and severally to pay plaintiffs the sum of Twenty Thousand (P20,000.00) Pesos as attorney's fees and Two Thousand (P2,000.00) as litigation expenses every time case is called for trial;
4. Defendants are ordered **to pay the costs** of the suit; and
5. Defendants are ordered jointly and severally to return that portion of Lot 225-B covered by Original Certificate of Title No. F-24467 in the name of Epitacio Asuncion, the predecessor-in-interest of the plaintiffs, Quesadas, Ejercito and Asuncion.

SO ORDERED.^[7] (Emphasis and underscoring supplied)

Respondents filed a Notice of Appeal^[8] of the trial court's decision which was denied due course as it was filed beyond the reglementary period.^[9] A Writ of Execution was thereupon issued.^[10]

Respondents subsequently filed a petition for certiorari, prohibition, and injunction^[11] before the Court of Appeals, alleging that the trial judge acted without or in excess of jurisdiction, or with grave abuse of discretion amounting to lack or excess of jurisdiction in

x x x MODIFYING the original judgment [in the forcible entry case] which has long become final and executory, rendered by Hon. Judge Sancho Y. Inserto, by requiring the defendants-petitioner[s] to pay monetary damages which was not awarded on the original judgment,

x x x reviving the original judgment which has long PRESCRIBE[D];

x x x x

x x x granting the ex-parte motion to serve the Writ of Execution of the revived judgment here in Digos City upon he defendant-petitioner, Eugenio Derequito[;]^[12] (Emphasis and underscoring in the original; CAPITALIZATION supplied);

and that the Ex-Officio Provincial Sheriff and Clerk of Court of the Iloilo City RTC committed grave abuse of discretion in issuing the Writ of Execution.^[13]

By Decision^[14] of May 31, 2006, the Court of Appeals, finding that prescription had set in as 30 years had "already passed" from the time the decision in the forcible entry case became final and executory "in 1975," and that the said decision "may no longer be reviewed in the new action for its enforcement," found merit in respondents' petition. Thus it ratiocinated:

It must be stressed that Article 1444 (3) of the New Civil Code provides that actions upon a judgment must be brought within ten (10) years from the time the right of action accrues. In other words, the action to revive a judgment prescribes in ten (10) years counted from the date said judgment became final or from the date of its entry. Additionally, after the lapse of five (5) years from the date of entry of judgment or the date said judgment became final and executory, and before the expiration of ten (10) years from such date, the judgment may be enforced by instituting an ordinary action alleging said judgment as the cause of action. Furthermore, Section 6, Rule 39 of the Rules of Court provides that a final and executory judgment or order may be executed on motion within five (5) years from the date of its entry. After the lapse of such time and before it is barred by the statute of limitations, a judgment may be enforced by action. The records of the case at bar reveal that prescription had already set in against the original judgment because it became final and executory in 1975 and **more than 30 years have already passed, thus the judgment can no longer be enforced.**

x x x x

x x x The petitioners are therefore correct in assailing the court a quo's decision since it is already unalterable and may not be modified in any respect.

Moreover, the rule is well-settled that **the judgment sought to be enforced may no longer be reviewed in the new action for its enforcement, an action the purpose of which is not to re-examine and re-try the issues already decided** but to revive the judgment. x x x

x x x x

WHEREFORE, the foregoing premises considered, the petition is GRANTED. Consequently, the Decision and Order dated July 8, 2002 and January 9, 2006 of the Regional Trial Court, Branch 32, Iloilo City, are vacated and set aside.

IT IS SO ORDERED.^[15] (Emphasis and underscoring supplied)

Petitioners' Motion for Reconsideration having been denied by Resolution of April 12, 2007,^[16] the present petition^[17] was filed, faulting the appellate court

(a)

x x x IN NOT DISMISSING THE PETITION FOR CERTIORARI,