

FIRST DIVISION

[G.R. NO. 167968, January 23, 2006]

VICENTE FLORENTINO, PETITIONER, VS. MARIANO, CYNTHIA, ADELFA, ALL SURNAMED RIVERA AND TEOFILA, MAXIMO, CIRIACO, NORBERTO, FELICIANO, JUAN GENEROSO, ANGEL, NOLASCO AND MARCOSA, ALL SURNAMED MENDOZA, RESPONDENTS.

D E C I S I O N

YNARES-SANTIAGO, J.:

This petition for review under Rule 45 of the Rules of Court assails the February 10, 2005 Decision ^[1] of the Court of Appeals in CA-G.R. SP No. 62080 as well as its April 26, 2005 Resolution ^[2] denying the motion for reconsideration.

The issue for resolution is whether the Court of Appeals overstepped the bounds of judicial discretion in reversing the orders of the trial court which substantially amended the dispositive portion of its final and executory judgment by reducing the damages awarded to respondents.

The facts ^[3] as found by the appellate court are not disputed:

The petition stemmed from a complaint filed before the RTC by Mariano, Cynthia and Adelfa, all surnamed Rivera (hereinafter Riveras) against Vicente Florentino (hereinafter private respondent) and the latter as third-party plaintiff against Teofila Mendoza, et al., as third-party defendants (hereinafter Mendozas), for rescission, annulment, redemption, reconveyance and damages, docketed as Civil Case No. 5761-M.

On October 20, 1986, the RTC rendered a decision, the dispositive portion of which reads:

PREMISES CONSIDERED, judgment is hereby rendered for the plaintiffs Riveras and third parties defendants Mendozas and adversely to the defendant and third-party plaintiff Florentino

(aa) declaring the lease contract (Exh. "G" also marked Exh. "2") terminated;

(bb) ordering the defendant Florentino to turn over the possession of the leased premises to the Riveras, with Florentino being permitted to take all removable improvements at his expense in accordance with the lease contract;

(cc) ordering Florentino to pay the Riveras annual lease rental of P500.00 for the year 1982 up to the time possession had been delivered to the Riveras and to compensate in cash or in kind the Riveras' claim for damage for unrealized annual harvest of 100 cavans from 1978 up to the present;

(dd) ordering further Florentino to pay the Riveras and the Mendozas attorney's fees in the amount of P20,000.00;

(ee) dismissing for lack of merit the counterclaims in the original complaint and the third-party complaint of Florentino.

SO ORDERED. [4]

Aggrieved, private respondent appealed the foregoing decision to the Court of Appeals (CA), docketed as CA-G.R. CV No. 15784, which affirmed the same in a decision dated March 29, 1996. Undaunted, private respondent filed a petition for review on certiorari before the Supreme Court (SC), docketed as G.R. No. 140927, which the latter denied in its Resolution dated February 9, 2000. Per entry of judgment [5] issued by the Supreme Court, the said Resolution became final and executory on June 1, 2000 and was recorded in the Book of Entries of Judgment[s].

Consequently, petitioners filed before the RTC a Motion for Execution [6] of its decision dated October 20, 1986 which the latter granted on August 14, 2000. [7] Dissatisfied, the private respondent moved for a reconsideration [8] on the ground that the decision sought to be enforced is vague and contrary to the pronouncement made by the CA in the body of its decision that the petitioners were deprived of only an area of 1,650 square meters or an annual harvest of 16.5 cavans.

On September 13, 2000, the RTC granted the said motion, the decretal portion of which reads:

"All told, going by the explanation enunciated by the Court of Appeals, which this Court must pay obeisance to, paragraph (cc) of the decision rendered by this Court on October 20, 1986 is hereby CLARIFIED to such extent that the quantity of the damages which defendant Florentino must pay the Riveras for unrealized annual harvest is 16.5 (instead of 100) cavans from 1978 onwards.

SO ORDERED." [9]

Petitioners' motion for reconsideration of the afore-quoted order was denied in the Order dated October 31, 2000.

On appeal, the appellate court reversed the trial court's ruling thus:

WHEREFORE, premises considered, the instant petition is **GRANTED**. The assailed Orders dated September 13, 2000 and October 31, 2000 of

the Regional Trial Court of Malolos, Branch 9, are **REVERSED** and **SET ASIDE**. The RTC is ordered to enforce its Decision dated October 20, 1986 in accordance with its terms and conditions.

SO ORDERED. [10]

The Court of Appeals found that the trial court gravely abused its discretion in modifying the dispositive portion of a final and executory judgment, since the modification substantially reduced the amount of damages awarded to herein respondents, i.e., from 100 cavans to only 16.5 cavans of palay, annually.

A motion for reconsideration was subsequently denied by the Court of Appeals in a Resolution dated April 26, 2005. [11]

Dissatisfied, petitioner filed the instant petition insisting that the challenged judgment and resolution of the appellate tribunal is not in accordance with law or applicable decisions of the Court because there existed an ambiguity in the dispositive portion of the trial court's decision and the text of the appellate court's judgment. According to petitioner, the orders of the trial court "merely clarified and quantified" the decision sought to be executed.

Considering that the crux of the controversy centers on a perceived vagueness in the *fallo* of the trial court's decision, it is necessary to restate the guidelines on the contents of a proper dispositive portion enunciated in *Velarde v. Social Justice Society*, [12] viz:

In a civil case as well as in a special civil action, the disposition should state whether the complaint or petition is granted or denied, the specific relief granted, and the costs. The following test of completeness may be applied. *First*, the parties should know their rights and obligations. *Second*, they should know how to execute the decision under alternative contingencies. *Third*, there should be no need for further proceedings to dispose of the issues. *Fourth*, the case should be terminated by according the proper relief. The "proper relief" usually depends upon what the parties seek in their pleadings. It may declare their rights and duties, command the performance of positive prestations, or order them to abstain from specific acts. The disposition must also adjudicate costs.

In sum, petitioner argues that in substantially reducing the amount of damages, by way of unrealized income, from 100 cavans to 16.5 cavans of palay annually, the trial court was merely "clarifying" an ambiguity between the appellate tribunal's pronouncements in the body of its decision in CA-G.R. CV No. 15784 which states that 12345-

While it may be true that the only portion of the adjacent riceland that was affected by the waste water coming from the piggery is only 150 square meters, it must be noted, however, that this 150 square meters was counted from the peripheral fence of the piggery and poultry farm which is occupying 5,000 square meters of prime agricultural land. In the final analysis, the Mendozas, and later the Riveras, were deprived of an opportunity to cultivate 1,500 square meters of "encroached" land plus

150 square meters of land contaminated with decaying piggery sludge.

[13]

and paragraph (cc) of the dispositive portion of the trial court's judgment which, among others, dictates that it is –

(cc) ordering Florentino to pay the Riveras annual lease rental of P500.00 for the year 1982 up to the time possession had been delivered to the Riveras and to compensate in cash or in kind the Riveras' claim for damage for unrealized

annual harvest of 100 cavans from 1978 up to the present. [14]

We disagree.

It bears stressing that a decision that has acquired finality, as in this case, becomes immutable and *unalterable*. [15] A final judgment may no longer be modified in any respect, even if the modification is meant to correct erroneous conclusions of fact or law. [16] In short, once a judgment becomes final and executory, it can no longer be disturbed no matter how erroneous it may be [17] and nothing further can be done therewith except to execute it. [18]

It is settled rule that "the operative part in every decision is the dispositive portion or the *fallo*, and where there is conflict between the *fallo* and the body of the decision, the *fallo* controls. This rule rests on the theory that the *fallo* is the final order while the opinion in the body is merely a statement, ordering nothing." [19] We expounded on the underlying reason behind this rule in *Republic v. Nolasco* [20] where, reiterating the earlier pronouncements made in *Contreras v. Felix*, [21] we said:

More to the point is another well-recognized doctrine, that the final judgment of the court as rendered in the judgment of the court irrespective of all seemingly contrary statements in the decision. "A judgment must be distinguished from an opinion. The latter is the informal expression of the views of the court and cannot prevail against its final order or decision. While the two may be combined in one instrument, the opinion forms no part of the judgment. So, ... there is a distinction between the findings and conclusions of a court and its Judgment. While they may constitute its decision and amount to the rendition of a judgment, they are not the judgment itself. They amount to nothing more than an order for judgment, which must, of course, be distinguished from the judgment." (1 Freeman on Judgments, p. 6). At the root of the doctrine that the premises must yield to the conclusion is perhaps, side by side with the needs of writing *finis* to litigations, the recognition of the truth that "the trained intuition of the judge continually leads him to right results for which he is puzzled to give unimpeachable legal reasons." "It is an everyday experience of those who study judicial decisions that the results are usually sound, whether the reasoning from which the results purport to flow is sound or not." (The Theory of Judicial Decision, Pound, 36 Harv. Law Review, pp. 9, 51). It is not infrequent that the grounds of a decision fail to reflect the exact views of the court, especially those of concurring justices in a collegiate court. We often