

THIRD DIVISION

[G.R. No. 147328, February 20, 2002]

**SPOUSES ANTON AND EILEEN LIM, PETITIONERS, VS. UNI-TAN
MARKETING CORPORATION, RESPONDENT.**

DECISION

PANGANIBAN, J.:

In resolving this case, we reiterate two doctrines: (1) the attachment to a petition for review of the "duplicate original" or certified true copy of the assailed decision is mandatory; the failure to do so will result in the outright dismissal of the suit; and (2) in the absence of bad faith, the trial judge who authorized, the plaintiff who benefited and the sheriff who conducted the immediate execution of a favorable ejectment judgment pending appeal are not liable for alleged damages resulting from the failure of the defendant to follow the rules on appeal and to stay execution through the filing of a supersedeas bond.

The Case

Before us is a Petition for Review on Certiorari^[1] under Rule 45 of the Rules of Court, seeking to set aside the November 6, 2000 and February 27, 2001 Resolutions^[2] of the Court of Appeals (CA) in CA-GR SP No. 61515. The first assailed Resolution disposed as follows:

"WHEREFORE, we RESOLVED to DISMISS, as we hereby OUTRIGHTLY DISMISS, the present Petition for Review."^[3]

The second Resolution^[4] denied petitioners' Motion for Reconsideration.

The Facts

The facts, as related by petitioners in their Memorandum,^[5] are as follows:

"1. Respondent filed before the Metropolitan Trial Court of Manila (Branch XI), a complaint against petitioners for Unlawful Detainer, docketed as Civil Case No.163168-CV and entitled, 'Uni-Tan Marketing Corporation, Plaintiff, versus SPS. Antonio & Aileen Lim, Defendants'.

"2. After the parties had filed their respective position papers, the Metropolitan Trial Court rendered a Decision dated August 6, 1999, the dispositive portion of which reads as follows:

'WHEREFORE, judgment is rendered in favor of the plaintiff and against the defendants ordering-

'1. The defendants and all persons claiming rights under them to immediately vacate the premises known as 1578-C Mayhaligue St., Sta. Cruz, Manila, and surrender its peaceful possession to the plaintiff;

'2. The defendants to pay the plaintiff the sum of P12,500.00 per month starting May, 1998, and every month thereafter until they shall have finally and actually vacated the subject premises;

'3. To pay the plaintiff the amount of P10,000.00 for and as attorney's fees; and to pay the costs of the suit.'

"3. On August 27, 1999 and within the reglementary period therefor, petitioners filed a Notice of Appeal manifesting that they [were] appealing the said Decision of the Metropolitan Trial Court to the Regional Trial Court of Manila, Branch 28. The appeal was docketed [as] Civil Case No. 99-951-39 and entitled, 'UNI-TAN Marketing Corporation, Plaintiff-Appellee v. Sps. Anton Lim and Eileen Lim, Defendants-Appellants.'

"4. On February 7, 2000 the Regional Trial Court rendered a Decision reversing the Decision of the inferior court by dismissing the complaint. The dispositive portion thereof reads thus:

'WHEREFORE, judgment is hereby rendered reversing the judgment of the Metropolitan Trial Court and declaring the defendants as not liable for payment of any monthly rentals from May 1998 to the present; they are also not liable for attorney's fees and costs of suit; in short, the Complaint of the plaintiff against the defendants is hereby dismissed.

'SO ORDERED.'

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"6. Petitioners filed a Motion for Partial Reconsideration therefrom praying among others, that their properties which had been unlawfully levied upon and sold on execution during the proceedings before the lower court be returned to them.

"7. On August 18, 2000 the Regional Trial Court resolved the Motion for Partial Consideration in an Order, the dispositive portion of which reads:

'WHEREFORE, judgment is hereby rendered reversing the judgment of the MTC and declaring defendant as not liable for payment of monthly rentals from May, 1998 to the present. They are also not liable for attorney's fees and costs of suit.

'The plaintiff and/or the Branch Sheriff who conducted the execution sale on September 29, 1999, Ferdinand Mercado[, is] ordered to return and deliver all other items listed in the inventory which were not included in such sale.

'As to the seventeen (17) items sold on execution, the same thing happened because the defendants-appellants failed to post a supersedeas bond. Neither the plaintiff nor the sheriff could thus be faulted.

'In short the complaint of the plaintiff against the defendants is hereby dismissed.

'SO ORDERED.'

"8. Petitioners were not satisfied with the aforementioned August 18, 2000 Order of the Regional Trial Court. As such, they filed before the Court of Appeals the subject Petition for Review to [r]eview the February 7, 2000 Decision and August 18, 2000 Order of the Regional Trial Court. The Petition for Review was docketed as CA-G.R. CV No. 61515 and entitled, 'Spouses Anton and Eileen Lim, Petitioners, versus, Uni-Tan Marketing Corporation, Respondent.'

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"10. The Court of Appeals thereafter issued the assailed November 6, 2000 Resolution dismissing the Petition for Review on the ground that the filing thereof was '*procedurally flawed*' x x x.

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"12. Notwithstanding the matters set forth in petitioner[s'] Motion for Reconsideration, the Court of Appeals issued the assailed February 27, 2001 Resolution, denying said motion."^[6]

Ruling of the Court of Appeals

The CA held that petitioners had failed to attach to their Petition a duplicate original or certified true copy of the MTC Decision, in violation of Section 2, Rule 42 of the Rules on Civil Procedure. Hence, the appellate court made short shrift of their appeal.

Disagreeing with such outright dismissal, petitioners filed this recourse with us.

The Issues

Petitioners submit that, in dismissing their appeal, the CA erred on the following grounds:

"A. Petitioners had in fact substantially complied with all the requirements in Section 2, Rule 42 of the Rules of Court; and

"B. Petitioners have a sufficient cause of action and the records will readily show that the Regional Trial Court committed a reversible error in failing to award them actual, moral and exemplary damages as well as attorney's fees."^[7]

The Court's Ruling

The Petition has no merit.

Main Issue:
Substantial Compliance

Petitioners claim that even if the copy of the subject Decision was not certified, there was still substantial compliance with Section 2, Rule 42 of the Rules of Court, because they attached the duplicate original of the Decision.

Section 2, Rule 42 of the Rules of Court explicitly provides that a petition filed with the CA must be accompanied by duplicate originals or certified true copies of the assailed decisions or final orders, as follows:

"Sec. 2. Form and contents. -- The petition shall be filed in seven (7) legible copies, with the original copy intended for the court being indicated as such by the petitioner, and shall (a) state the full names of the parties to the case, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the specific material dates showing that it was filed on time; (c) set forth concisely a statement of the matters involved, the issues raised, the specification of errors of fact or law, or both, allegedly committed by the Regional Trial Court, and the reasons or arguments relied upon for the allowance of the appeal; (d) be accompanied by clearly legible duplicate originals or true copies of the judgments or final orders of both lower courts, certified correct by the clerk of court of the Regional Trial Court, the requisite number of plain copies thereof and of the pleadings and other material portions of the record as would support the allegations of the petition."
(Italics supplied)

A careful reading of the above-cited provision reveals that herein petitioners had the option of submitting either: (1) a *duplicate original* or (2) a *true copy* of the assailed decision or final order *certified correct by the clerk of court of the regional trial court*. A "duplicate original" need not be certified correct.

However, it is equally important to note that a bare allegation that a copy of the assailed decision or final order is indeed a "duplicate original" is not sufficient to establish its authenticity or genuineness. Administrative Circular No. 3-96, paragraph 3 (1) (2) and (5),^[8] provides the definition of a "duplicate original copy," the requisite indications to qualify a copy as such, and the sanctions imposed in case of non-compliance therewith. The circular states:

"For the guidance of all concerned, the following clarifications and supplemental rules in complying with the requirement of Paragraph (3) of Revised Circular No. 1-88 are hereby announced for strict compliance:

'1. The *'duplicate original copy'* shall be understood to be that copy of the decision, judgment, resolution or order which is intended for and furnished to a party in the case or proceeding in the court or adjudicative body which rendered and issued the same. x x x.

'2. The *duplicate original copy must be duly signed or initialed*