SECOND DIVISION

[G.R. No. 144237, October 26, 2001]

ATTY. WINSTON C. RACOMA, PETITIONER, VS. CAMARINES NORTE WATER DISTRICT REPRESENTED BY ITS GENERAL MANAGER MA. ANTONIA B. F. BOMA, RESPONDENT.

D E C I S I O N

BELLOSILLO, J.:

A kindred fellow seeks our intervention to collect what he claims is justly due him.

Respondent Camarines Norte Water District (CNWD) engaged the legal services of Atty. Winston C. Racoma to prevent the takeover of its operation, facilities and properties by its creditor the Local Water Utilities Administration (LWUA). This problem was precipitated by allegations of default and unfair unilateral increase in interest rate on the part of CNWD in the payment of its loans from LWUA. As LWUA eventually took over the CNWD and installed an Interim Board of Directors and General Manager on 4 October 1991, Atty. Racoma filed a complaint for specific performance and damages with prayer for preliminary injunction against LWUA, docketed as Civil Case No. 6030.[1] The following day petitioner obtained for CNWD a temporary restraining order preventing LWUA from further managing and operating his client's services.[2]

On 17 October 1991 the Board of Directors of CNWD passed three (3) resolutions revising the original contract of legal services of petitioner Racoma.[3] In this regard, CNWD paid him P20,000.00 on 17 October 1991 and P15,000.00 on 23 October 1991.

After the expiration of the temporary restraining order, LWUA (purportedly in behalf of CNWD) moved to discharge Atty. Racoma as CNWD's counsel. This was followed by LWUA's motion to dismiss Civil Case No. 6030. Thereafter, the trial court issued an order requiring petitioner to file a compliance manifestation to both motions and denied the application for preliminary injunction.[4] As instructed, petitioner filed the compliance manifestation.[5] On 17 January 1992 the trial court issued a *Resolution-Order* granting the motion for the discharge of petitioner as counsel for CNWD and ordered the payment of his legal fees "in accordance with the 'quantum meruit' rule in relation [to] his up-to-date professional services rendered under the contract of legal services dated September 1, 1991, particularly paragraph IV, as his last pleading submitted."[6]

Petitioner appealed the *Resolution-Order* to the Court of Appeals which however dismissed the appeal on 8 January 1993 due to his failure to file the corresponding brief.[7] On 3 February 1993 the dismissal became final and executory, and entry of judgment was made on 19 April 1993.[8] On 30 March 1998 petitioner moved for

execution of the *Resolution-Order*,[9] which the trial court granted on 4 June 1998.[10] However, on 9 June 1998 the trial court amended its order instructing payment to petitioner of P250,000.00 as his legal fees.[11] On 19 June 1998 CNWD moved for reconsideration of the amended order.[12] But the trial court denied the motion, explaining that the amount of P250,000.00 was the result of the reference of the *Resolution-Order* to the "contract of legal services dated September 1, 1991, particularly paragraph IV, as his last pleading submitted," which was inclusive of the P100,000.00 filing charge for the memorandum that petitioner had filed.[13] On 6 July 1998 however the trial court held in abeyance the issuance of a writ of execution due to the pendency of a petition for *certiorari* with application for injunction and/or restraining order before the Court of Appeals.[14]

On 8 September 1998 CNWD filed a petition with the Court of Appeals to review the *Order of Execution* and the alleged *Writ of Execution* issued by the trial court in Civil Case No. 6030. On 5 April 2000 the appellate court nullified these processes on the ground that the dispositive portion of the *Resolution-Order* that was to be executed did not indicate the exact amount of legal fees payable to petitioner.[15] On 21 June 2000 petitioner's motion for reconsideration was denied. Hence this petition seeking to overturn these resolutions.

Petitioner argues that the *Resolution-Order* is not fatally vague. He says that this order in fact resolved in his favor his entitlement to legal fees and the amount thereof on the basis of the provisions of the contract for legal services of 1 September 1991, particularly paragraph IV of the last pleading filed. In arriving at the precise amount of legal fees due him, petitioner invokes the power of the court to amend and control its processes as well as the general supervisory control of the tribunal which rendered the decision over the process of execution. He avers in addition that no writ of execution was ever issued by the trial court in Civil Case No. 6030.

We rule for petitioner. As a matter of record, the trial court did not issue any writ of execution that the Court of Appeals thought the court *a quo* had. This is clear from the Order of the trial court of 6 July 1998 holding in abeyance the execution of the *Resolution-Order*. It is also a matter of record that the dispositive portion of the *Resolution-Order* unequivocally set the parameters for the determination of the precise amount of petitioner's legal fees. For purposes of a strait-jacketed enforcement of a writ of execution, this specification of parameters is enough.

As early as *Locsin v. Paredes*[16] we ruled that the trial judge may clarify omissions and set forth specificities that can be ascertained from the allegation of the complaint, the prayer thereof, the evidence and the conclusions of fact and law.[17] With more reason should this rule apply in the instant case considering that the dispositive portion of the *Resolution-Order* itself carries the standard by which to determine petitioner's legal fees, and the failure to specify the amount so collectible is a mere omission that the court may correct even at finality of judgment by supplemental or amended order.[18]

Seavan Carrier, Inc. v. GTI Sportswear Corp.[19] is instructive. This case similarly involves a judgment that failed to state the actual amount to be satisfied. We then ruled: "Hence, the trial court, pursuant to its supervisory control over the execution