

FOURTH DIVISION

[CA-G.R. CV No. 101228, November 21, 2014]

**ROQUE B. PACARIEM AND JUANITA P. MERCADO, REPRESENTED
BY THEIR ATTORNEY-IN-FACT ELVINA M. MANGALINDAN,
PLAINTIFFS-APPELLEES, VS. EVELYN SAN RAMON AND DANILO
YUMOL, DEFENDANTS-APPELLANTS.**

D E C I S I O N

GONZALES-SISON, M., J.:

On appeal before this Court is the 28 May 2013 Decision of the Regional Trial Court of Manila, Branch 11 in Civil Case No. 10-124524, the dispositive portion of which states that:

*"WHEREFORE, foregoing premises considered, the Court renders judgment in favor of plaintiffs and orders the Decision dated July 28, 2003 of the Regional Trial Court of Manila, Branch 1 in Civil Case No. 01-101639 as hereby **REVIVED**.*

SO ORDERED."^[1]

The facts of the case, as culled from the Decision of the trial court, are as follows:

"This is a case for Revival of Judgment filed by plaintiffs against herein defendants.

Plaintiffs, in their Memorandum, discussed the following matters: they filed a case for Sum of Money on August 17, 2001; it was raffled to the Regional Trial Court of Manila, Branch 1; and the latter rendered a Decision dated July 28, 2003 in favor of the plaintiffs, the dispositive portion of which states:

"WHEREFORE, PREMISES CONSIDERED, judgment by default is hereby rendered ordering defendants:

1.To pay jointly and severally, their obligation to plaintiffs in the amount of Eight Thousand (8,000) Kuwaiti Dinars or its equivalent in local currency at the exchange rate prevailing on due date, June 1, 2001 with interest at the legal rate of twelve percent (12%) on the unpaid balance from July 28, 2001 until fully paid.

2.To pay attorney's fees of P50,000.00.

3.To pay costs of suit."

The said decision became final and executory, however, it was not executed. Thus this case was filed. Plaintiffs pointed out that the following issues are needed to be resolved by this Court: 1) whether or not the judgment of the RTC Branch 1, can be revived pursuant to Section 6, Rule 39 of the Rules of Court; 2) whether or not defendants are liable to plaintiffs in the amounts stated in the decision dated July 28, 2003; and 3) whether or not defendants are liable to pay additional damages.

Defendants on the other hand, made the following arguments: that they were assured by the attorney-in-fact of the plaintiffs that the matter in the said case would no longer be pursued; that they were surprised that there was already a decision in the case; that they pointed out that the said Decision was not served upon them and hence could not have attained finality; that they were not informed of the proceedings in the said case; that estoppel by laches would already apply; and that plaintiffs would be unjustly enriched if the said decision will be revived."^[2]

The trial court rendered a Decision in favor of the plaintiffs and ordered the revival of the 28 July 2003 Decision of the Regional Trial Court of Manila, Branch 1 in Civil Case No. 01-101639.

Hence, this appeal with the following assignment of errors, to wit:

1. THE COURT A QUO GRAVELY ERRED IN NOT RULING THAT THE DECISION IN CIVIL CASE NO. 01-101639, WHICH DECISION WAS NOT SERVED UPON THE DEFENDANTS-APPELLANTS HAS NOT ATTAINED FINALITY, HENCE CANNOT BE ENFORCED THROUGH THE PRESENT ACTION;

2. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT THE PROCEEDINGS IN CIVIL CASE NO. 01-101639 IS A NULLITY CONSIDERING THAT THE DEFENDANTS-APPELLANTS WERE NOT INFORMED OF THE PROCEEDINGS BEING UNDERTAKEN IN THE SAID CIVIL CASE;

3. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT PLAINTIFFS-APPELLEES WERE ALREADY GUILTY OF LACHES;

4. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT GRAVE IN JUSTICE *[sic]* WILL BE CAUSED UPON THE DEFENDANTS-APPELLEES *[sic]* IF THE DECISION WILL BE ENFORCED. THE PLAINTIFFS-APPELLEES WILL BE UNJUSTLY ENRICHED AT THE EXPENSE OF THE DEFENDANTS-APPELLANTS.