



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

LIGAYA ANG,
Petitioner,

G.R. No. 238203

Present:

- versus -

PERALTA, *CJ.*, Chairperson,
CAGUIOA,
REYES, J., JR.,
LAZARO-JAVIER, and
LOPEZ, *JJ.*

**COURT OF APPEALS, AND
WARREN T. GUTIERREZ,
REPRESENTED BY HIS
ATTORNEY-IN-FACT,
Carmelita T. Gutierrez,**
Respondents.

Promulgated:

SEP 03 2020

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D E C I S I O N

LOPEZ, J.:

Whether the appellate docket fees were duly paid is the principal issue in this Petition for *Certiorari* under Rule 65 of the Rules of Court assailing the Court of Appeals' (CA) Resolutions dated September 22, 2017¹ and February 20, 2018² in CA-G.R. SP No. 152427-UDK.

ANTECEDENTS

In 2016, Warren Gutierrez (Warren) filed an action for unlawful detainer against Spouses Ricardo and Ligaya Ang before the Metropolitan Trial Court (MeTC) docketed as Civil Case No. 10549.³ Warren alleged that he is the owner of a 94-square meter lot registered under Transfer Certificate

¹ *Rollo*, pp. 231-235; penned by Associate Justice Florito S. Macalino (+), with the concurrence of Associate Justices Celia C. Librea-Leagogo and Maria Elisa Sempio Diy.

² *Id.* at 245-251; penned by Associate Justice Celia C. Librea-Leagogo, with the concurrence of Associate Justices Pedro B. Corales and Maria Elisa Sempio Diy.

³ *Id.* at 40-41.

of Title No. 013-2015003219.⁴ On December 29, 1998, Warren sold the lot on installment basis to Spouses Ang. They agreed that the contract shall be extinguished in case of non-payment of monthly amortizations.⁵ After giving the initial payment, however, Spouses Ang refused to settle the balance of the purchase price despite repeated demands.⁶ In their answer, Spouses Ang moved to dismiss the complaint for lack of jurisdiction over the subject matter. They also claimed that the ejectment case must fail because the contract was not validly cancelled in accordance with Republic Act (RA) No. 6552 or the Realty Installment Buyer Protection Act.⁷

On November 15, 2016, the MeTC ruled in favor of Warren and ordered Spouses Ang to vacate the lot. It held that the complaint sufficiently alleged and proved a cause of action for unlawful detainer. On the other hand, RA No. 6552 is inapplicable since Spouses Ang failed to pay any installment,⁸ thus:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

1. Ordering defendants x x x to immediately **VACATE** the subject property and restore peaceful possession thereof to plaintiff x x x.
2. Ordering defendants to **PAY** reasonable compensation for the use and occupancy of the subject property in the amount of Five Thousand Pesos (Php 5,000.00) representing the unpaid monthly rentals starting December 2015 until they vacate the same with legal interest of six percent (6%) per annum commencing from the date of judicial demand on March 14, 2016 until the obligation is fully satisfied.
3. Ordering defendants to **PAY** reasonable attorney's fees in the amount of Ten Thousand Pesos (Php 10,000.00); and
4. Ordering the defendants to **PAY** the costs of suit.

SO ORDERED.⁹ (Emphasis in the original.)

Spouses Ang appealed to the Regional Trial Court (RTC) docketed as Civil Case No. 185-V-16.¹⁰ On July 3, 2017, the RTC affirmed the MeTC's findings and explained that the requisites for filing an action for unlawful detainer are present. Likewise, Spouses Ang cannot invoke RA No. 6552

⁴ *Id.* at 44-45.

⁵ *Id.* at 47. The parties agreed on the following terms and conditions: (a) ₱200,000.00 purchase price; (b) ₱50,000.00 upon signing of the contract; and (c) ₱10,000.00 monthly amortizations. They likewise stipulated that "[k]ung saka-sakaling papalya sa pagbabayad ng buwanan[g] hulong kahit isang buwan lamang ang PANGALAWANG PANIG, and kontratang ito ay mawawalang bisa, at anuman naunang hulong ay mababalawala at mapupunta sa UNANG PANIG."

⁶ *Id.* at 48-50.

⁷ *Id.* at 51-63.

⁸ *Id.* at 104-117.

⁹ *Id.* at 117.

¹⁰ *Id.* at 126-139.



because they failed to pay any monthly amortization for 17 years after signing of the contract,¹¹ to wit:

WHEREFORE, the challenged decision of the Metropolitan Trial Court x x x in Civil Case No. **10549** is **AFFIRMED *in toto***.

SO ORDERED. (Emphasis and italics in the original.)¹²

Unsuccessful at a reconsideration, Ligaya Ang elevated the case to the CA through a motion for extension of time to file a Petition for Review under Rule 42 docketed as CA-G.R. SP No. 152427-UDK. On September 22, 2017, the CA denied the motion for non-payment of docket fees,¹³ viz.:

Considering that Petitioner merely filed her Motion for Extension of Time without however paying in full the amount of docket and other lawful fees, this Court may not grant the said motion consistent with the rules and jurisprudence.

x x x x

Motions for extension are not granted as a matter of right but in the sound discretion of the court. x x x The requirements for perfecting an appeal within the reglementary period specified in the law must be strictly followed as they are considered indispensable interdictions against needless delays and for orderly discharge of judicial business.

WHEREFORE, premised considered, Petitioner's Motion for Extension of Time is **DENIED**. Accordingly, this case is deemed **CLOSED and TERMINATED**.

SO ORDERED.¹⁴

Ligaya sought reconsideration arguing that her counsel's messenger was unable to purchase postal money orders on the last day for filing the motion for extension of time. Thus, the messenger decided to enclose the docket fees of ₱4,730.00 in the envelope containing the motion. The messenger allegedly panicked and thought that he would not be able to file the motion on time if he would transfer to another post office. As supporting evidence, she submitted the messenger's affidavit. Ligaya also invoked liberal application of the rules and insinuated that the money might have been stolen. Lastly, Ligaya manifested that she already filed her petition for review and expressed her willingness to pay again the docket fees.¹⁵

On February 20, 2018, the CA denied the motion for lack of merit absent compelling reason to suspend the rules. The sworn statements of the personnel assigned to the appellate court's receiving section belied the

¹¹ *Id.* at 149-154.

¹² *Id.* at 154.

¹³ *Id.* at 231-235.

¹⁴ *Id.* at 234-235.

¹⁵ *Id.* at 236-239.



narrations in the messenger's affidavit. Worse, Ligaya failed to comply with her commitment to pay again the docket fees,¹⁶ thus:

Petitioner alleges that: the docket and other lawful fees in the amount of Php4,730.00 were fully paid, as the cash representing said amount was actually enclosed in the envelope containing the Motion for Extension of Time; she was allegedly a victim of theft; and the question of who took the money is impossible to be determined.

The said bare and self-serving allegations are bereft of merit.

On 11 January 2018, Division Clerk of Court Atty. Josephine Yap referred to Ms. Myrna Almira ("Almira," for brevity), Chief Receiving Section of this Court, petitioner's Motion for Reconsideration, with the attached *Salaysay* of Cajipe. A letter-compliance dated 19 January 2018 was made by Almira, Records Officer III/Officer-in-Charge of the Receiving Section, and she submitted therewith her Affidavit of even date, together with the Affidavits of Ms. Joan A. Veluz ("Veluz," for brevity) - Records Officer I of the Receiving Section, and Ms. Catalina Santos ("Santos," for brevity) - Utility Worker I of the Receiving Section.

In the Affidavit of Almira dated 19 January 2018, the same stated, *inter alia*, that: at about 2:30 pm of 07 September 2017, upon receipt of the transmittal letter of Ms. Veluz pertaining to the Motion for Extension of Time, she carefully checked if a postal money order or any cash was attached to the Motion, including the extra copies of the Motion, since there was a notation by Ms. Santos (the person in charge of opening the small envelope) on the Motion "3c w/o PMO attached"; upon diligent verification, she discovered that no PMO or cash was included in the Motion which was enclosed in a small white mailing envelope; **she strongly refutes the allegation of Cajipe in his *Salaysay* that there was cash in the amount of Php4,730.00 considering that the Motion was processed by three (3) persons, namely, Veluz, Santos, and Almira herself, before it was delivered to the Special Cases Section; if it were true that the cash amount of Php4,730.00 was inserted in the sealed small mailing envelope, together with the Motion as alleged by Cajipe, then the personnel of the Receiving Section could have readily seen the contents thereof and found the cash; however, none was found; prudence dictates that Cajipe should have photocopied the paper bills representing the total amount of cash payment for docket fees so that there would be proof that the cash amount was actually mailed together with the Motion; and having failed to exercise due diligence on the part of Cajipe in ensuring that the cash payment would remain intact, their office reiterates its stand that no cash was actually remitted to this Court together with the Motion that was placed inside the sealed envelope.** The Affidavits dated 19 January 2018 of Veluz and Santos corroborated the same.

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Further, it bears to note that petitioner stated in her Urgent Motion for Reconsideration that she was allegedly willing to pay again the docket and other lawful fees. **However, contrary to her pretense of good faith, she failed to enclose in the said Urgent Motion for Reconsideration the**

¹⁶ *Id.* at 245-251.



corresponding postal money orders, as payment for the docket and other lawful fees.

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WHEREFORE, premises considered, the Urgent Motion for Reconsideration is DENIED for lack of merit; the letter-compliance dated 19 January 2018 of Myrna D. Almira, Records Officer III/Officer-in-Charge of the Receiving Section of this Court is NOTED; the Petition for Review (Rule 42, Rules of Court) with Application for Temporary Restraining Order/Writ of Preliminary Injunction is merely NOTED; and it is hereby reiterated that CA-G.R. SP No. 152427- UDK is deemed CLOSED and TERMINATED.

SO ORDERED.¹⁷ (Emphases supplied.)

Hence, this recourse. Ligaya contends that the CA acted with grave abuse of discretion when it denied her motion for extension of time and refused to admit her petition for review for non-payment of the required docket and other lawful fees. Ligaya maintains that she fully paid the required fees and prays for liberal interpretation of the rules.¹⁸

RULING

The right to appeal is neither a natural right nor a part of due process. It is merely a statutory privilege and may be exercised only in the manner and in accordance with the provisions of law. One who seeks to avail of the right to appeal must comply strictly with the requirements of the rules. Failure to do so often leads to the loss of the right to appeal.¹⁹ Specifically, Rule 42 of the Rules of Court provides the requirements in appealing the Decision of the RTC in the exercise of its appellate jurisdiction, to wit:

Section 1. How appeal taken; time for filing. — A party desiring to appeal from a decision of the Regional Trial Court rendered in the exercise of its appellate jurisdiction may file a verified petition for review with the Court of Appeals, paying at the same time to the clerk of said court the corresponding docket and other lawful fees, depositing the amount of P500.00 for costs, and furnishing the Regional Trial Court and the adverse party with a copy of the petition. The petition shall be filed and served within fifteen (15) days from notice of the decision sought to be reviewed or of the denial of petitioner's motion for new trial or reconsideration filed in due time after judgment. **Upon proper motion and the payment of the full amount of the docket and other lawful fees and the deposit for costs before the expiration of the reglementary period, the Court of Appeals may grant an additional period of fifteen (15) days only within which to file the petition for review. No further extension shall be granted**

¹⁷ *Id.* at 249-251.

¹⁸ *Id.* at 3-36.

¹⁹ *American Express Int'l, Inc. v. Judge Sison, et al.*, 591 Phil 182, 190-191 (2008), citing *M.A. Santander Construction, Inc. v. Villanueva*, 484 Phil. 500 (2004); see also *Julian v. Development Bank of the Phils.*, 678 Phil 133 (2011), citing *Tamayo v. Tamayo, Jr.*, 504 Phil. 179, 183 (2005); and *Spouses Ortiz v. Court of Appeals*, 360 Phil. 95, 100-101. (1998).



except for the most compelling reason and in no case to exceed fifteen (15) days.

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Section 3. Effect of failure to comply with requirements. — **The failure of the petitioner to comply with any of the foregoing requirements regarding the payment of the docket and other lawful fees,** the deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition **shall be sufficient ground for the dismissal thereof.**

X X X X

Section 8. Perfection of appeal; effect thereof. — (a) Upon the timely filing of a petition for review and **the payment of the corresponding docket and other lawful fees, the appeal is deemed perfected as to the petitioner.** x x x" (Emphases Supplied.)

Notably, the grant of any extension for the filing of a Petition for Review under Rule 42 is discretionary and subject to the condition that the full amount of the docket and lawful fees are paid before the expiration of the reglementary period.²⁰ Indeed, the full payment of docket fees within the prescribed period is mandatory²¹ and necessary to perfect the appeal.²² Corollarily, the non-payment of docket fees is a ground to dismiss the appeal.²³ In *Buenaflor v. Court of Appeals*,²⁴ however, we qualified this rule, and declared, *first*, that the failure to pay the appellate court docket fee within the reglementary period warrants only discretionary as opposed to automatic dismissal of the appeal; and *second*, that the court shall exercise its power to dismiss in accordance with the tenets of justice and fair play and with a great deal of circumspection considering all attendant circumstances. In that case, the postal money orders intended for the payment of appellate docket fees were actually delivered to the trial court. The fact that the money orders were made payable to the clerks of court of the Supreme Court and the CA and not the clerk of court of the trial court, was a minor defect and should not be construed as a failure to pay the docket fees.

In *American Express International, Inc. v. Sison*,²⁵ this Court observed that there is no specific manner of paying the docket or appeal fees. In that case, however, we upheld the dismissal of the notice of appeal because the petitioner failed to substantiate the claim that it sent the letter containing the docket fees, *viz.*:

²⁰ *Reyes v. People, et al.*, 764 Phil. 294, 306-307 (2015).

²¹ *The Heirs of the late Ruben Reinoso, Sr. v. Court of Appeals, et al.*, 669 Phil. 272, 280 (2011), citing *Pedrosa v. Hill*, 327 Phil. 153, 158 (1996).

²² *Meatmasters International Corporation v. Lelis Integrated Development Corporation*, 492 Phil. 698, 701 (2005).

²³ *Gipa v. Southern Luzon Institute*, 736 Phil. 515 (2014); see also *M.A. Santander Construction, Inc. v. Villanueva*, *supra* note 19.

²⁴ 400 Phil. 395 (2000).

²⁵ 591 Phil. 182 (2008).



There is no specific provision in the Rules of Court prescribing the manner by which docket or appeal fees should be paid. However, as a matter of convention, litigants invariably opt to use the postal money order system to pay such fees not only for its expediency but also for the official nature of transactions coursed through this system. The controversy spawned by the question of whether Amex had, in fact, paid the appeal fees within the reglementary period could have been avoided entirely had it chosen to pay such fees through postal money order and not by enclosing its payment in a letter. After all, Amex's counsel's messenger could easily have procured a postal money order while he was already at the Ayala Post Office filing the Notice of Appeal by registered mail.

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Amex professed that it had paid the docket fee on the same day that it filed a Notice of Appeal. It presented as proof of payment a photocopy of the January 29, 2001 letter in which was supposedly enclosed the docket fee of P600.00, with the superimposed photocopy of Ayala Post Office Postal Registry Receipt No. 1860, under which the letter was allegedly mailed. **Based on the proof required under Sec. 12 above, the registry receipt presented by Amex does not suffice as proof of payment of the docket fee in this case. For one, filed with the Court are mere photocopies of the letter and the registry receipt and even if the original of the registry receipt was submitted, there is no indication therein that it refers to the letter or the alleged docket fee payment. For another, Amex should have also submitted in evidence the affidavit of the person who did the mailing, containing a full statement of the details of mailing.** As the party to whom the burden of proof to show that the letter was mailed and received by the addressee lay, Amex could have easily presented the affidavit of its messenger to satisfy the requirement of the Rules of Court. Unfortunately, Amex offered no explanation for its failure to discharge its burden. (Emphases supplied.)

Similarly, we find that Ligaya failed to establish that the appellate docket fees were duly paid. Foremost, the messenger's affidavit is insufficient to establish payment. The affidavit merely stated the reason why the messenger opted to enclose the docket fees together with the motion for extension. Yet, there is no evidence such as photocopies of the money bills to prove that the envelope containing the motion has the actual cash payment. The affidavit is likewise suspect since it was executed only after the CA denied the motion. At any rate, the CA had conducted an investigation and confirmed that no payment was actually remitted. The personnel assigned to the appellate court's receiving section corroborated this finding. Moreover, Ligaya's manifestation to pay again the docket fees is inconsistent with her claim of payment. In *Mendoza v. Court of Appeals*,²⁶ the petitioner's insistence that he enclosed in the mailing envelope the docket fees was unpersuasive. This Court even questioned why petitioner prayed in his motion for reconsideration that he be allowed to pay once more the docket fees if his allegations were true.²⁷ Lastly, Ligaya has not shown any compelling reason

²⁶ 545 Phil. 198 (2007).

²⁷ *Id.* at 202; this Court observed as follows: "[i]n the instant case, however, petitioner has not shown any reason which justifies relaxation of the Rules. His insistence that he enclosed in the mailing envelope

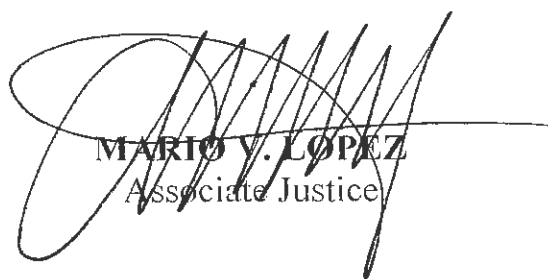


to warrant a liberal application of the rules. The alleged theft is speculative. The justifications that the messenger panicked because he was unable to purchase postal money orders and that he might not be able to file the motion on time if he would transfer to another post office are neither convincing nor adequate to merit leniency. Ligaya's counsel could have asked the messenger to buy postal money orders in advance instead of waiting for the last minute in filing the motion.

All told, the CA did not commit grave abuse of discretion when it denied Ligaya's motion for extension of time and refused to admit her petition for review for non-payment of the required docket fees. It is only when persuasive reasons exist that the rules may be relaxed to spare a litigant of an injustice not commensurate with his failure to comply with the prescribed procedure.²⁸ In this case, Ligaya is under no threat of suffering an injustice if her prayer is not granted. Quite the contrary, it will be unfair if we reinstate Ligaya's appeal as this would mean further waiting on the part of the private respondent who has long been deprived of the right to possess the property he owns.

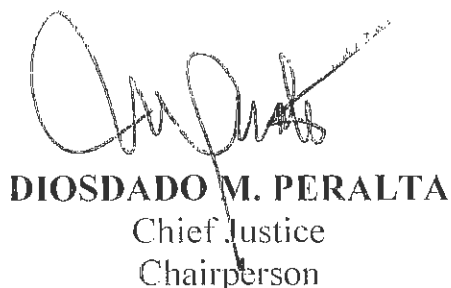
FOR THESE REASONS, the petition is DISMISSED.

SO ORDERED.



MARIO V. LOPEZ
Associate Justice

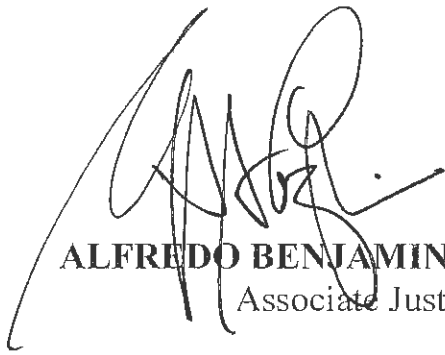
WE CONCUR:



DIOSDADO M. PERALTA
Chief Justice
Chairperson

the amount of ₱1,030.00 as docket fee does not convince us. If it were true, why did he pray in his motion for reconsideration that he be allowed to pay once more the docketing fee?"

²⁸ *Sebastian v. Hon. Morales*, 445 Phil. 595, 605 (2003).



ALFREDO BENJAMIN S. CAGUIOA

Associate Justice



JOSE C. REYES, JR.

Associate Justice



AMY C. LAZARO-JAVIER

Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA

Chief Justice