



Republic of the Philippines  
Supreme Court  
Manila

SUPREME COURT OF THE PHILIPPINES  
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SECOND DIVISION

**ISABEL G. RAMONES,**  
Petitioner,

**G.R. No. 226645**

Present:

- versus -

CARPIO, *J.*, Chairperson,  
PERLAS-BERNABE,  
JARDELEZA,\*  
CAGUIOA,\*\* and  
TIJAM,\*\*\* *JJ.*

**SPOUSES TEODORICO**  
**GUIMOC, JR. and ELENITA**  
**GUIMOC,**  
Respondents.

Promulgated:

13 AUG 2018

*H.M. Cabalag Perfecto*

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**DECISION**

**PERLAS-BERNABE, J.:**

Assailed in this petition for review on *certiorari*<sup>1</sup> are the Amended Decision<sup>2</sup> dated March 21, 2016 and the Resolution<sup>3</sup> dated August 23, 2016 of the Court of Appeals (CA) in CA-G.R. SP No. 131201, deleting the portion of the Judgment<sup>4</sup> dated April 16, 2012 of the Regional Trial Court of Bataan, Branch 4 (RTC) in Criminal Case No. ML-4095 which ordered Spouses Teodorico Guimoc, Jr. (Teodorico) and Elenita Guimoc (Elenita; collectively, respondents) to pay petitioner Isabel G. Ramones (petitioner) the amounts of ₱60,000.00 and ₱507,000.00, respectively, representing their civil liabilities.

\* Designated Additional Member per Raffle dated February 21, 2018.

\*\* On official leave.

\*\*\* Designated Additional Member per Special Order No. 2580 dated August 8, 2018.

<sup>1</sup> *Rollo*, pp. 51-78.

<sup>2</sup> *Id.* at 103-108. Penned by Associate Justice Romeo F. Barza, with Associate Justices Andres B. Reyes, Jr. (now member of the Court) and Agnes Reyes-Carpio, concurring.

<sup>3</sup> *Id.* at 109-115.

<sup>4</sup> *Id.* at 128-132. Penned by Judge Bartolome V. Flores.

### The Facts

This case stemmed from an Information<sup>5</sup> filed on June 30, 2006 before the Municipal Trial Court of Mariveles, Bataan (MTC), docketed as Criminal Case No. 06-8539, charging respondents with the crime of Other Forms of Swindling under Article 316 (2) of the Revised Penal Code (RPC), the accusatory portion of which reads:

That on or about June 09, 2005, in Mariveles, Bataan, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring, confederating together and mutually aiding one another, did then and there willfully, unlawfully and feloniously, with intent to defraud and to cause damage to another, by means of deceit, obtained money (loan) from Isabel Ramones in the amount of ₱663,000.00 with the promise to sell their house and lot to the latter, and in fact, the accused executed a Deed of Sale of Residential Bldg. and Transfer of Rights over the aforementioned house and lot which they acknowledged before a Notary Public, despite the accused knowing fully well that said property was already mortgaged to a third person, to the damage and prejudice of the said Isabel Ramones.

CONTRARY TO LAW.<sup>6</sup>

After the said Information was filed by the Office of the Provincial Prosecutor of Bataan to the MTC, the latter's Clerk of Court wrote a letter<sup>7</sup> to petitioner requiring her to pay the amount of ₱500.00 as docket fees. After petitioner's payment thereof,<sup>8</sup> a certification<sup>9</sup> was later issued by the MTC Clerk of Court reflecting the same.

Eventually, the case proceeded to trial, and thereafter, the MTC, in a Judgment<sup>10</sup> dated September 21, 2011, acquitted Teodorico but found Elenita guilty beyond reasonable doubt of the crime of Other Forms of Swindling under Article 316 (2) of the RPC, and accordingly, sentenced her to suffer the penalty of imprisonment of one (1) month and one (1) day to four (4) months of *arresto mayor* in its minimum and medium periods, and ordered her to pay a fine of ₱567,000.00 with subsidiary imprisonment, as the case may be. In addition, Elenita was ordered to pay the amount of ₱507,000.00, and despite his acquittal, Teodorico was also directed to pay the amount of ₱60,000.00, which amounts reflect their respective civil liabilities, both with legal interest from December 13, 2006 until fully paid.<sup>11</sup>

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<sup>5</sup> Records, pp. 2-3.

<sup>6</sup> Id. at 2.

<sup>7</sup> See letter dated November 30, 2006 issued by Clerk of Court II Loida Tajan-Ocampo; id. at 18.

<sup>8</sup> See Original Receipt No. 3474417; id. at 1.

<sup>9</sup> Dated April 11, 2016. *Rollo*, p. 101.

<sup>10</sup> Id. at 116-127. Penned by Judge Damaso P. Asuncion, Jr.

<sup>11</sup> Id. at 127.

Aggrieved, respondents appealed<sup>12</sup> to the RTC, docketed as Criminal Case No. ML-4095.

### Proceedings Before the RTC

In their Memorandum on Appeal<sup>13</sup> filed before the RTC on January 10, 2012, respondents argued that the MTC did not acquire jurisdiction to award damages in favor of petitioner for failure of the latter to pay the correct amount of docket fees pursuant to Supreme Court Administrative Circular No. 35-2004<sup>14</sup> (SC Circular No. 35-2004), which provides that the filing fees must be paid for money claims in *estafa* cases. They claimed that due to petitioner's failure to make an express reservation to separately institute a civil action, her payment of filing fees in the amount of ₱500.00 was deficient. The damages sought was worth ₱663,000.00;<sup>15</sup> thus, the correct filing fees should have allegedly<sup>16</sup> been around ₱9,960.00.

In her Reply,<sup>17</sup> petitioner countered that based on Rule 111 of the Rules of Criminal Procedure, actual damages are not included in the computation of the filing fees in cases where the civil action is impliedly instituted with the criminal action, and the filing fees shall constitute a lien on the judgment.<sup>18</sup>

In a Judgment<sup>19</sup> dated April 16, 2012, the RTC affirmed the MTC ruling with modification, acquitting Elenita on the ground of reasonable doubt, but still maintaining respondents' civil liabilities.<sup>20</sup> In so ruling, the RTC declared that there was no intent to defraud and no deceit was employed by Elenita to obtain money from petitioner by selling the already mortgaged subject property, since the said sale was executed as payment for a pre-existing loan.<sup>21</sup> Notably, however, the RTC did not rule upon the issue of non-payment of correct filing fees.

Dissatisfied, Elenita moved for reconsideration,<sup>22</sup> but the same was denied in an Order<sup>23</sup> dated May 21, 2013. Hence, the matter was elevated<sup>24</sup> to the CA.

<sup>12</sup> See Notice of Appeal dated October 20, 2011; records, p. 355.

<sup>13</sup> See Memorandum on Appeal of Accused-Appellant dated December 30, 2011; id. at 362-365.

<sup>14</sup> Entitled "GUIDELINES IN THE ALLOCATION OF THE LEGAL FEES COLLECTED UNDER RULE 141 OF THE RULES OF COURT, AS AMENDED, BETWEEN THE SPECIAL ALLOWANCE FOR THE JUDICIARY FUND AND THE JUDICIARY DEVELOPMENT FUND," approved on August 12, 2004.

<sup>15</sup> See records, p. 364.

<sup>16</sup> See Comment with Motion to Refer Receipt to NBI dated May 5, 2011; *rollo*, p. 199.

<sup>17</sup> See Reply (to the Memorandum on Appeal of Accused-Appellant) dated January 20, 2012; records, pp. 367-376.

<sup>18</sup> See id. at 374-375.

<sup>19</sup> *Rollo*, pp. 128-132.

<sup>20</sup> See id. at 132.

<sup>21</sup> See id.

<sup>22</sup> See motion for reconsideration dated June 15, 2012; records, pp. 384-385.

<sup>23</sup> *Rollo*, p. 133. Penned by Presiding Judge Emmanuel A. Silva.

<sup>24</sup> See Petition dated September 8, 2013; id. at 135-141.

### Proceedings Before the CA

In a Decision<sup>25</sup> dated October 27, 2015, the CA affirmed the RTC judgment and order.<sup>26</sup> It ruled, among others, that the failure to pay docket fees did not preclude petitioner from recovering damages, considering that Section 1, Rule 111 of the Rules of Criminal Procedure does not require the payment of filing fees for actual damages.<sup>27</sup>

Unperturbed, respondents moved for reconsideration,<sup>28</sup> and insisted that, contrary to the finding of the CA, docket fees for claims of actual damages should have been paid pursuant to SC Circular No. 35-2004. In an Amended Decision<sup>29</sup> dated March 21, 2016, the CA granted respondents' motion for reconsideration and set aside its earlier decision.<sup>30</sup> It held that SC Circular No. 35-2004 was in effect at the time petitioner filed the case against respondents, and therefore, the court *a quo* erred when it awarded damages in her favor.<sup>31</sup> Consequently, the CA deleted the order directing respondents to pay their respective civil liabilities.

Petitioner moved for reconsideration,<sup>32</sup> but the same was denied in a Resolution<sup>33</sup> dated August 23, 2016. Among others, the CA observed that while the issue of non-payment of docket fees had already been raised during the MTC proceedings, the fact that the MTC Clerk of Court assessed the amount of ₱500.00 as filing fees was belatedly interposed by petitioner as a defense for the first time on appeal.<sup>34</sup> Undaunted, petitioner filed the instant petition.

### The Issue Before the Court

The issue for the Court's resolution is whether or not the CA correctly deleted the award of damages.

### The Court's Ruling

The petition is meritorious.

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<sup>25</sup> Id. at 11-23.

<sup>26</sup> Id. at 22.

<sup>27</sup> See id. at 18-20.

<sup>28</sup> See motion for reconsideration dated November 14, 2015; id. at 24-26.

<sup>29</sup> Id. at 103-108.

<sup>30</sup> Id. at 107.

<sup>31</sup> See id. at 106.

<sup>32</sup> See motion for reconsideration dated April 18, 2016; id. at 86-93.

<sup>33</sup> Id. at 109-115.

<sup>34</sup> Id. at 112-113.

Rule 111 of the Rules of Criminal Procedure states that “[e]xcept as otherwise provided in these Rules, no filing fees shall be required for actual damages.”<sup>35</sup>

Among these exceptions, Section 21, Rule 141 of the Rules of Court, as amended by A.M. No. 04-2-04-SC<sup>36</sup> – which guidelines were reflected in SC Circular No. 35-2004 and was already in effect at the time the Information was filed – states that the payment of filing fees is required in *estafa* cases under the following conditions:

SEC. 21. *Other fees.* – The following fees shall also be collected by the clerks of court of the regional trial courts or courts of the first level, as the case may be:

- (a) In *estafa* cases where the offended party fails to manifest within fifteen (15) days following the filing of the information that the civil liability arising from the crime has been or would be separately prosecuted, or in violations of BP No. 22 if the amount involved is:

x x x x

In the 1987 case of *Manchester Development Corporation v. CA (Manchester)*,<sup>37</sup> the Court laid down the general rule that “[a court] acquires jurisdiction over any case only upon the payment of the prescribed docket fee.”<sup>38</sup> In *Manchester*, the Court upheld the CA’s dismissal of the case filed therein, based on the following circumstances:

The Court of Appeals therefore, aptly ruled in the present case that the basis of assessment of the docket fee should be the amount of damages sought in the original complaint and not in the amended complaint.

The Court cannot close this case without making the observation that it frowns at the practice of counsel who filed the original complaint in this case of omitting any specification of the amount of damages in the prayer although the amount of over ₱78 million is alleged in the body of the complaint. **This is clearly intended for no other purpose than to evade the payment of the correct filing fees if not to mislead the docket clerk in the assessment of the filing fee.** This fraudulent practice was compounded when, even as this Court had taken cognizance of the anomaly and ordered an investigation, petitioner through another counsel filed an amended complaint, deleting all mention of the amount of damages being asked for in the body of the complaint. It was only when in obedience to the order of this Court of October 18, 1985, the trial court directed that the amount of damage be specified in the amended complaint, that petitioners’ counsel wrote the damages sought in the much reduced amount of

<sup>35</sup> RULES OF CRIMINAL PROCEDURE, Rule 111, Section 1; underscoring supplied.

<sup>36</sup> Entitled “RE: PROPOSED REVISION OF RULE 141, REVISED RULES OF COURT LEGAL FEES” (August 16, 2004). See Court’s Resolution in A.M. No. 04-2-04-SC dated July 20, 2004.

<sup>37</sup> 233 Phil. 579 (1987).

<sup>38</sup> Id. at 585.

₱10,000,000.00 in the body of the complaint but not in the prayer thereof. The design to avoid payment of the required docket fee is obvious.

The Court serves warning that it will take drastic action upon a repetition of this unethical practice.

To put a stop to this irregularity, henceforth all complaints, petitions, answers and other similar pleadings should specify the amount of damages being prayed for not only in the body of the pleading but also in the prayer, and said damages shall be considered in the assessment of the filing fees in any case. Any pleading that fails to comply with this requirement shall not be accepted nor admitted, or shall otherwise be expunged from the record.

The Court acquires jurisdiction over any case only upon the payment of the prescribed docket fee. An amendment of the complaint or similar pleading will not thereby vest jurisdiction in the Court, much less the payment of the docket fee based on the amounts sought in the amended pleading. x x x.<sup>39</sup> (Emphasis supplied)

Around two (2) years later, the Court, in *Sun Insurance Office, Ltd. v. Asuncion (Sun Insurance)*,<sup>40</sup> clarified that the ruling in *Manchester* was made “due to the fraud committed on the government”;<sup>41</sup> thus, it was explained that the court *a quo* in *Manchester* “did not acquire jurisdiction over the case and that the amended complaint could not have been admitted inasmuch as the original complaint was null and void.”<sup>42</sup> In *Sun Insurance*, however, the Court found that “a more liberal interpretation of the rules [was] called for considering that, unlike *Manchester*, [the] private respondent [therein] demonstrated his willingness to abide by the rules by paying the additional docket fees as required.”<sup>43</sup> Nonetheless, the Court held that “the clerk of court of the lower court and/or his duly authorized docket clerk or clerk in-charge should determine and, thereafter, if any amount is found due, x x x must require the private respondent to pay the same.”<sup>44</sup>

Accordingly, subsequent decisions now uniformly hold that “when insufficient filing fees are initially paid by the plaintiffs and there is no intention to defraud the government, the *Manchester* rule does not apply.”<sup>45</sup>

In line with this legal paradigm, prevailing case law demonstrates that “[t]he non-payment of the prescribed filing fees at the time of the filing of the complaint or other initiatory pleading fails to vest jurisdiction over the case in the trial court. Yet, where the plaintiff has paid the amount of filing fees assessed by the clerk of court, and the amount paid turns out to be deficient, the trial court still acquires jurisdiction over the case, subject to the payment

<sup>39</sup> Id. at 584-585.

<sup>40</sup> 252 Phil. 280 (1989).

<sup>41</sup> Id. at 290.

<sup>42</sup> Id. at 290-291.

<sup>43</sup> Id. at 291.

<sup>44</sup> Id.

<sup>45</sup> See *Lu v. Lu Ym*, 612 Phil. 390, 403 (2009).

by the plaintiff of the deficiency assessment.<sup>46</sup> “The reason is that to penalize the party for the omission of the clerk of court is not fair if the party has acted in good faith.”<sup>47</sup>

Thus, in the cases of *Rivera v. del Rosario*,<sup>48</sup> *Fil-Estate Golf and Development, Inc. v. Navarro*,<sup>49</sup> *United Overseas Bank v. Ros*<sup>50</sup> (*United Overseas Bank*), and *The Heirs of Reinoso, Sr. v. CA*,<sup>51</sup> the Court has consistently ruled that jurisdiction was validly acquired by the courts *a quo* therein upon the full payment of the docket fees as assessed by the clerk of court. In these cases, the Court held that the liberal doctrine in the matter of paying docket fees enunciated in *Sun Insurance*, and not the strict regulations set in *Manchester*, will apply in cases where insufficient filing fees were paid based on the assessment made by the clerk of court, provided that there was no intention to defraud the government. In so ruling, the Court explained that when there is underpayment of docket fees, the clerk of court or his duly authorized deputy has the responsibility of making a deficiency assessment, and the party filing the action would be required to pay the deficiency which shall constitute a lien on the judgment.<sup>52</sup>

In this case, it is undisputed that the amount of ₱500.00 paid by petitioner was insufficient to cover the required filing fees for her *estafa* case under the premises of Section 21, Rule 141 of the Rules of Court, as amended by A.M. No. 04-2-04-SC. Nonetheless, it is equally undisputed that she paid the *full amount of docket fees as assessed by the Clerk of Court of the MTC*, which is evidenced by a certification dated April 11, 2016 issued therefor. In addition, petitioner consistently manifested her willingness to pay additional docket fees when required. In her petition, she claims that she is “very much willing to pay the correct docket fees which is the reason why she immediately went to the clerks of court[,] and records show that she paid the [MTC] of the amount assessed from her.”<sup>53</sup> Indeed, the foregoing actuations negate any bad faith on petitioner’s part, much more belie any intent to defraud the government. As such, applying the principles above-discussed, the Court holds that the court *a quo* properly acquired jurisdiction over the case. However, petitioner should pay the deficiency that shall be considered as a lien on the monetary awards in her favor pursuant to Section 2, Rule 141 of the Rules of Court, which states:

Section 2. *Fees in lien*. — Where the court in its final judgment awards a claim not alleged, or a relief different from, or more than that claimed in the pleading, the party concerned shall pay the additional fees

<sup>46</sup> *Fedman Development Corporation v. Agcaoili*, 672 Phil. 23, 23 (2011); emphasis and underscoring supplied.

<sup>47</sup> *Id.* at 30.

<sup>48</sup> 464 Phil. 783 (2004).

<sup>49</sup> 553 Phil. 48 (2007).

<sup>50</sup> 556 Phil. 178 (2007).

<sup>51</sup> 669 Phil. 272 (2011).

<sup>52</sup> *See id.*

<sup>53</sup> *Rollo*, p. 58.

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which shall constitute a lien on the judgment in satisfaction of said lien. The clerk of court shall assess and collect the corresponding fees.

Besides, the Court observes that if respondents believed that the assessment of filing fees was incorrect, then it was incumbent upon them to have raised the same before the MTC. Instead, contrary to the CA's assertion,<sup>54</sup> records show that respondents actively participated in the proceedings before the MTC and belatedly questioned the alleged underpayment of docket fees only for the first time on appeal<sup>55</sup> before the RTC, or five (5) years later after the institution of the instant case. The Court is aware that lack of jurisdiction, as a ground to dismiss a complaint, may, as a general rule, be raised at any stage of the proceedings. However, in *United Overseas Bank*, the Court has observed that the same is subject to the doctrine of estoppel by *laches*, which squarely applies here. In *United Overseas Bank*:

In its Order, the lower court even recognized the validity of petitioner's claim of lack of jurisdiction had it timely raised the issue. **It bears to stress that the non-payment of the docket fees by private respondent and the supposed lack of jurisdiction of the Manila RTC over Civil Case No. 98-90089 was raised by the petitioner only five years after institution of the instant case** and after one of the private respondent's witnesses was directly examined in open court. Not only that, the petitioner even implored the court *a quo*'s jurisdiction by filing an Answer with Counterclaim praying that the amount of ₱12,643,478.46 as deficiency claim of the credit granted to private respondent and the sum ₱6,411,786.19 as full payment of one of the Letters of Credit, be awarded in its favor. Petitioner likewise prayed for the award of exemplary damages in the amount of ₱1,000,000.00, attorney's fees and cost of the suit.

x x x x

x x x It is incumbent upon the petitioner to file a Motion to Dismiss at the earliest opportune time to raise the issue of the court's lack of jurisdiction, more so, that this issue is susceptible to *laches*. Petitioner's failure to seasonably raise the question of jurisdiction leads us to the inevitable conclusion that it is now barred by *laches* to assail the Manila RTC's jurisdiction over the case. As defined in the landmark case of *Tijam v. Sibonghanoy* [131 Phil. 556, 563 (1968)]:

*Laches*, in general sense, is failure or neglect, for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier; it is negligence or omission to assert a right within a reasonable length of time, warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it.

It has been held that a party cannot invoke the jurisdiction of a court to secure affirmative relief against his opponent and, after obtaining or failing to obtain such relief, repudiate or question that same jurisdiction. By way of explaining the rule, it was further said that the question of whether

<sup>54</sup> See *id.* at 113.

<sup>55</sup> See records, p. 365.



or not the court had jurisdiction either over the subject matter of the action or the parties is not important in such cases because the party is barred from such conduct, not because the judgment or the order of the court is valid and conclusive as an adjudication, but for the reason that such a practice cannot be tolerated by reason of public policy.

x x x x

Since the Manila RTC ruled that the petitioner is now estopped by *laches* from questioning its jurisdiction and considering that its Order denying petitioner's Motion to Dismiss is not tainted with grave abuse of discretion but wholly substantiated by the evidence on the record, this Court would no longer disturb said order.<sup>56</sup>

Accordingly, the Court sets aside the assailed CA rulings. A new one is entered ordering Elenita and Teodorico to pay petitioner the amounts of ₱507,000.00 and ₱60,000.00, respectively, both with legal interest at the rate of twelve percent (12%) per annum, reckoned not from December 13, 2006 as ruled by the MTC, but from the time the Information was filed on June 30, 2006, consistent with existing jurisprudence on *estafa* cases,<sup>57</sup> and six percent (6%) per annum, from July 1, 2013 until full satisfaction.<sup>58</sup> Further, the MTC is directed to determine the amount of deficient docket fees, which shall constitute a lien on the aforementioned monetary awards.

As a final note, it must be pointed out that this Decision only relates to respondents' civil liabilities as records are bereft of any showing that further recourse was taken against the rulings of the courts *a quo* on the criminal aspect of this case.

**WHEREFORE**, the petition is **GRANTED**. The Amended Decision dated March 21, 2016 and the Resolution dated August 23, 2016 of the Court of Appeals in CA-G.R. SP No. 131201 are hereby **SET ASIDE**. A new one is **ENTERED**, ordering:


- (1) Respondents Elenita Guimoc and Teodorico Guimoc, Jr. to pay petitioner Isabel G. Ramones the amounts of ₱507,000.00 and ₱60,000.00, respectively, both with legal interest at the rate of twelve percent (12%) per annum, from June 30, 2006 until June 30, 2013, and six percent (6%) per annum, from July 1, 2013 until full payment; and
- (2) The Municipal Trial Court of Mariveles, Bataan to determine the deficient docket fees in Criminal Case No. 06-8539, which shall constitute a lien on the aforementioned monetary awards.

<sup>56</sup> *United Overseas Bank*, supra note 50, at 192-194; emphasis supplied.


<sup>57</sup> See *People of the Philippines v. Daud*, 734 Phil. 698 (2014).


<sup>58</sup> In line with the ruling in *Nacar v. Gallery Frames* (716 Phil. 267 [2013]).

**SO ORDERED.**

  
**ESTELA M. PERLAS-BERNABE**  
 Associate Justice

**WE CONCUR:**

  
**ANTONIO T. CARPIO**  
 Senior Associate Justice  
 Chairperson


  
**FRANCIS H. JARDELEZA**  
 Associate Justice

**On Official Leave**  
**ALFREDO BENJAMIN S. CAGUIOA**  
 Associate Justice

  
**NOEL GIMENEZ TIJAM**  
 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.

  
**ANTONIO T. CARPIO**  
 Senior Associate Justice  
 (Per Section 12, Republic Act No. 296,  
 The Judiciary Act of 1948, As Amended)