

FIRST DIVISION

[G.R. No. 238203, September 03, 2020]

**LIGAYA ANG, PETITIONER, VS. COURT OF APPEALS, AND
WARREN T. GUTIERREZ, REPRESENTED BY HIS ATTORNEY-IN-
FACT, CARMELITA T. GUTIERREZ, RESPONDENTS.**

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, 2017^[1] and February 20, 2018^[2] 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 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 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 P4,730.00 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 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 hare and self-serving allegations are bereft of merit.

On 11 January 2018, Division Clerk of Court Ally. 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 1 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.

X X X X

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

X X X X

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