

SECOND DIVISION

[G.R. No. 123215, February 02, 1999]

NATIONAL STEEL CORPORATION, PETITIONER, VS. COURT OF APPEALS, HON. ARSENIO J. MAGPALE, AND JOSE MA. P. JACINTO, RESPONDENTS.

DECISION

MENDOZA, J.:

This is a petition for review on certiorari of the decision,^[1] dated September 11, 1995, of the Court of Appeals, which dismissed the special civil action for certiorari filed by petitioner National Steel Corporation (NSC) to set aside the order, dated April 6, 1994, of the Regional Trial Court, Branch LVII, City of Makati. In the said order, the trial court denied the motion of petitioner NSC to dismiss the complaint for recovery of personal property which private respondent Jose P. Jacinto had filed.

The facts are as follows:

Private respondent Jacinto was the former owner of record of 100 shares of stock of the Manila Golf and Country Club (MGCC) now owned by and registered in the name of petitioner NSC. On February 9, 1990, he filed a complaint^[2] against the NSC, alleging that--

4. In or about 1970, for valuable considerations, Manila Golf and Country Club, Inc. (MGCCI) issued its Stock Certificate No. 1361 to plaintiff representing 100 shares of MGCCI.
5. From about 1972 up to the early part of February 1986, plaintiff was abroad and could not return to the Philippines for reasons beyond his control.
6. When plaintiff returned to the Philippines in 1986, he discovered that Stock Certificate No. 1361 had been cancelled and a replacement Stock Certificate had been issued in the name of NSC.
7. The cancellation and transfer of plaintiff's Stock Certificate No. 1361 is void for the reasons that: there was no meeting of minds, there was no specific contract between plaintiff and NSC or any party covering the alleged transfer nor was there any consideration for the same.
8. Despite repeated demands upon NSC to return and re-transfer plaintiff's 100 shares in MGCCI formerly covered by said Stock Certificate No. 1361, NSC failed and refused and still fails and refuses to comply with the same.

9. MGCCI's act in cancelling plaintiff's stock certificate No. 1361 and issuing a replacement certificate in the name of NSC is without basis and illegal considering that there was no valid document evidencing the assignment, sale or transfer by plaintiff to NSC of MGCCI stock certificate No. 1361.
10. In consequence of NSC and MGCCI's illegal act in causing the cancellation and transfer of plaintiff's Stock Certificate No. 1361 unto NSC's name:
 - 10.1. Plaintiff suffered mental anguish for which an award of moral damages of P1 Million is proper;
Plaintiff was constrained to litigate and secure the
 - 10.2. services of counsel for a fee of P100,000.00 and for which NSC and MGCCI should be held liable.

Based on the foregoing allegations, Jacinto prayed:

P R A Y E R

WHEREFORE, it is respectfully prayed that judgment be rendered:

1. Ordering NSC to execute a deed of assignment re-transferring unto plaintiff the MGCCI certificate issued to the former in replacement of Stock Certificate No. 1361 and to surrender said Deed of Assignment, together with the MGCCI certificate issued to NSC (in replacement of Stock Certificate No. 1361) for cancellation thereof and to order MGCCI to cancel said stock certificate and issue a new one in the name of Jose Ma. P. Jacinto;
2. If for any reason whatsoever NSC fails or refuses to execute the deed of assignment and surrender NSC's replacement stock certificate, MGCCI be ordered to:
 - 2.1. Cancel in its stock and transfer book the stock certificate issued to NSC issued in replacement of certificate No. 1361;
 - 2.2. Issue a new stock certificate in the name of NSC or the stock certificate that might have been issued in replacement thereof.
 - 2.3. Declare as lost and of no force and effect the MGCCI stock certificate now outstanding and registered in the name of NSC.
3. Ordering NSC and MGCCI to pay plaintiff, jointly and severally:
 - 3.1. P1 Million as moral damages; and
 - 3.2. P100,000.00 as attorney's fees.

Other reliefs are also prayed for.^[3]

Petitioner NSC sought the dismissal of the complaint on the ground of prescription, but its motion was denied by the trial court in an order, dated November 9, 1990. Petitioner NSC brought a special civil action for *certiorari* in the Court of Appeals, but again its petition was dismissed by the appellate court on August 30, 1991. Its attempt to secure review in this Court failed as its petition was dismissed in a resolution, dated March 18, 1992.

Petitioner NSC then filed its answer, after which trial was held. It thereafter filed a motion^[4] to dismiss the complaint against it on the ground of lack of jurisdiction. It alleged:

Plaintiff paid docket and other fees totalling P4,040.00. The certification of Clerk of Court Ma. Corazon Cecelia P. Cuba is attached as Annex A.

2. Under Sec. 7(a) of Rule 141, as amended by the Resolution of the Supreme Court En Banc dated September 4, 1990, the docket fees "for filing an action is P600 for the first P150,000.00 and P5.00 for each P1,000.00 in excess of P150,000.00."
3. The actual value of the MGCCI share certificate as of February, 1990, when the complaint was filed, was P5,511,000.00.

A certification issued by the MGCCI attesting to the fair market value of a MGCCI share is attached as Annex B.

4. This means that the correct docket fee for the filing of plaintiff's complaint is approximately P26,805.00 and not P4,040.00 which is the amount plaintiff actually paid.

. . . .

6. The failure of plaintiff to pay the correct filing fees on February 13, 1990 meant that this court did not acquire jurisdiction over plaintiff's action. Under the ruling of Sun Insurance, and as explained below, the plaintiff cannot now pay the deficiency in the filing fees because it is already "beyond the applicable prescriptive or reglementary period."

The trial court denied petitioner's motion in an order, dated April 6, 1994. Hence, the latter brought a special civil action for *certiorari* in the Court of Appeals, but its petition was dismissed on September 11, 1995. The Court of Appeals ruled:

The principal relief, or prayer in private respondent's complaint is specific, for the "NSC to execute a deed of assignment re-transferring unto plaintiff the MGCCI certificate x x x in replacement of stock certificate No. 1861 x x x".

There is no allegation in the complaint of any quantified amount and/or of the actual value of the stock certificate in question.