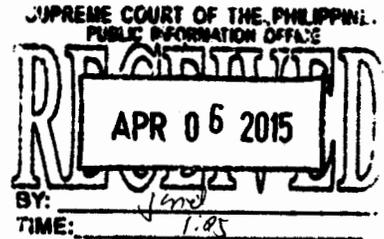




Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE



Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **March 16, 2015** which reads as follows:*

“G.R. No. 215401 (Herminigildo A. Esteves, represented by **Vilma Esteves-Tanala v. Mario A. Esteves**). – The petitioner’s motion for an extension of thirty (30) days within which to file a petition for review on certiorari is **GRANTED**, counted from the expiration of the reglementary period.

After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the April 11, 2014 Decision<sup>1</sup> and October 17, 2014 Resolution<sup>2</sup> of the Court of Appeals (CA) in CA-G.R. CV No. 97763 for failure of Herminigildo A. Esteves, represented by Vilma Esteves-Tanala (petitioner) to show that the CA committed any reversible error in upholding the dismissal of his complaint on the ground of prescription and laches.

As correctly held by the CA, petitioner’s cause of action is already barred by prescription and/or laches, considering that the complaint was filed only after 24 years after such cause of action accrued. It is settled that ‘[a]n action upon a written contract must be brought within ten years from the time the right of action accrues.’<sup>3</sup> On the other hand, laches is defined as the ‘failure or neglect for an unreasonable and unexplained length of

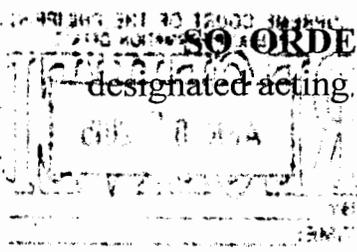
- over - two (2) pages .....

<sup>1</sup> Rollo, pp. 46-55. Penned by Associate Justice Magdangal M. de Leon with Associate Justices Stephen C. Cruz and Eduardo B. Peralta, Jr., concurring.

<sup>2</sup> Id. at 44-45.

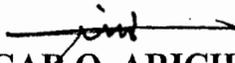
<sup>3</sup> *Permanent Savings and Loan Bank v. Velarde*, 482 Phil. 193, 205 (2004).

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.’<sup>4</sup>



**SO ORDERED.” SERENO, C.J.**, on official travel; **BRION, J.**, designated acting member per S.O. No. 1947 dated March 12, 2015.

Very truly yours,

  
**EDGAR O. ARICHETA**  
Division Clerk of Court  
14

Atty. Alfredo A. Castillo  
Counsel for Petitioner  
3/F, Felipe Bldg.  
Quirino St., San Jose  
5100 Mindoro Occidental

Court of Appeals (x)  
Manila  
(CA-G.R. CV No. 97763)

Atty. Rey C. Ladaga  
Counsel for Respondent  
3 Kids Bldg., Rizal St.  
San Jose 5100 Mindoro Occidental

The Hon. Presiding Judge  
Regional Trial Court, Br. 45  
San Jose 5100 Mindoro Occidental  
(Civil Case No. R-1565)

Public Information Office (x)  
Library Services (x)  
Supreme Court  
(For uploading pursuant to A.M.  
No. 12-7-1-SC)

Judgment Division (x)  
Supreme Court

SR

<sup>4</sup> *Cosco Philippines Shipping, Inc. v. Kemper Insurance Company*, G.R. No. 179488, April 23, 2012, 670 SCRA 343, 356; citation omitted.