

[G. R. No. L-10688. April 29, 1957]

WILLIAM H. BROWN, PLAINTIFF AND APPELLANT, VS. BANK OF THE PHILIPPINE ISLANDS AND SANTIAGO FREIXAS, DEFENDANTS AND APPELLEES.

D E C I S I O N

CONCEPCION, J.:

This case is before us on appeal, taken by plaintiff William H. Brown, from an order of the Court of First Instance of Manila, granting a motion to dismiss the complaint and dismissing the same, without pronouncement as to costs.

It appears that on October 7, 1947, a contract of lease was executed, in Manila, between William H. Brown as lessee, and Melchor Bustamante, Mrs. Eafaela Magante, Lazaro Joseph, Juan Valera y Cano, Florencio Gonzalez, Jr., as administrator of the intestate estate of Emilia Araullo Vda. de Gonzalez Diez, and the Bank of the Philippine Islands, as attorney-in-fact for Maria Cristina Saenz de Vizmanos y Ruiz, Maria de la Paz Saenz de Vizmanos y Ruiz, Maria Soledad Saenz de Vizmanos y Escubos, Carmen Muiioz y Saenz de Vizmanos (De Todoli), Manuel Mufioz y Saenz de Vizmanos, and Maria del Rosario Saenz de Vizmanos y Castro, as lessors, The subject matter of the agreement was a parcel of land situated in the City of Manila, more particularly described in the contract of lease, together with the building known, as the Bataan Theater, and other improvements existing on said land, all of which belong to said lessors, as joint co-owners thereof. It was stipulated that the lease would be for a period of three (3) years, beginning from November 1, 1949, renewable, at the option of the lessor, for another three (3) years; that the monthly rental would be P8,000, payable in advance; that he shall also pay the real estate taxes; that, in the event of complete destruction by fire of the aforementioned building and improvements, the lessors shall be under no obligation to reconstruct the same; and that all additional improvements, which cannot be removed from the leased premises, made by the lessee, shall belong to the lessors, either upon the expiration of the lease, or upon violation of any of the conditions thereof.

The records before us indicate, also, that the building known as Bataan Theater was completely destroyed by fire late in December, 1949, and that, in lieu thereof, another building, known as Clover Theater, was constructed, seemingly, by Brown, sometime before November 15, 1951.

On or about November 13, 1953, a detainer case was instituted by the aforementioned lessors against Brown in the municipal court of Manila where it was docketed as Civil Case No. 28957. Apart from alleging the execution of said contract of lease and the title of plaintiffs in said case as co-owners of the leased premises, they averred in their complaint that, in violation of the term of the aforementioned contract, Brown had failed to pay the aggregate sum of P96,322, representing the balance of the rentals due for January, 1953, and the rentals from February to November, 1953, plus real estate taxes due on the leased property; and that, despite repeated demands, Brown had failed and refused to pay said sum and to vacate the aforementioned property. Hence, it was prayed that judgment be rendered sentencing Brown to vacate the same, as well as to pay said sum of P96,322, plus P8,000 a month, and such real estate taxes as may accrue, from December 1, 1953, until said property shall have been turned over to the plaintiffs, in addition to attorney's fees. In due course, the municipal court of Manila rendered judgment for the plaintiffs in said detainer case and against Brown, who appealed to the Court of First Instance of Manila, in which the action was docketed as Civil Case No. 21291 thereof. While the detainer case was thus pending in the Court of First Instance of Manila, Brown instituted therein the present action (case No. 25147 of said court) against the Bank of the Philippine Islands and its president, Santiago Freixas, for the recovery of P600,000, as damages allegedly sustained by Brown on account of the institution and pendency of said detainer case.

In his complaint herein, Brown alleged that the detainer case was instituted upon the initiative of the Bank, thru its president, Freixas; that the Bank and Freixas had induced and forced the "other" co-owners of the leased property to institute said detainer case; that, in the complaint in said detainer case, it was alleged that the plaintiffs therein were owners of the Clover Theater and its premises, although the Bank knew that the same belong to him; that, although the plaintiffs in the detainer case had agreed to settle the same amicably, the Bank refused and continued to refuse to settle it; that the defendants herein refuse to enter into a new contract and insist on collecting a monthly rental of P8,000, which "is too high"; and that Brown has suffered damages in the sum of P600,000 "because of the fraudulent, bad faith, malice and wanton attitude of the defendants resulting in loss or impairment injury to plaintiff's business standing or commercial credit causing at the same time physical suffering, mental anguish, besmirched reputation, wounded feelings, moral shock

and similar injury due to the wrongful act of the defendants against the plaintiff.”

The defendants seasonably filed a motion to dismiss, upon the ground that the complaint is premature and, accordingly, states no cause of action. After due hearing, the Court of First Instance of Manila granted said motion and dismissed the case, without pronouncement as to costs. Hence this appeal.

The same is clearly devoid of merit. In effect, plaintiff herein seeks to recover damages upon the ground that the detainer case has been filed, and is being maintained, maliciously and without justification; but this pretense affects the merits of said detainer case. Should final judgment be eventually rendered in that case in favor of the plaintiffs therein, such as the one rendered in the municipal court, the validity of the cause of action of said lessors against Brown, would thereby be conclusively established, and, necessarily, his contention in the present case would have to be rejected. Similarly, we can not sustain the theory of Brown in the case at bar, without prejudging the issue in the detainer case, which is still pending. Until final determination of said case, plaintiff herein can not, and does not, have, therefore, a cause of action—if any, on which we do not express our opinion— against the herein defendants. In short, the lower court has correctly held that the present action is premature, and, that consequently, the complaint herein does not set forth a cause of action against the defendants.

Wherefore, the order appealed from is hereby affirmed with costs against the plaintiff. It is so ordered.

Bengzon, Padilla, Montemayor, Reyes, A., Bautista Angela, Labrador, Reyes, J. B. L., Endencia, and Felix, JJ., concur.