

102 Phil. 448

[ G. R. No. L-10486. November 27, 1957 ]

**SERGIO F. DEL CASTILLO, PETITIONER VS. JOSE TEODORO, SR., ET AL.,  
RESPONDENTS.**

**D E C I S I O N**

**BAUTISTA ANGELO, J.:**

On June 11, 1955, Eduardo del Castillo, hereinafter referred to as respondent, filed an action for illegal detainer in the Justice of the Peace Court of Bago, Negros Occidental against Sergio F. del Castillo, hereinafter referred to as petitioner, and one Rosalina Perez. Petitioner answered impugning the jurisdiction of the court not only because the action involves the interpretation of the lease contract on which it is based but because it prays for moral and exemplary damages and for attorneys' fees aggregating the amount of P12,500. Rosalina Perez made a written manifestation making her own the answer interposed by her co-defendant.

On October 3, 1955, the court, after hearing, rendered decision ordering the two defendants to deliver to plaintiff the possession of the property involved, to pay the sum of P1,000, with legal interest thereon, as unpaid rental, to pay the amount of P500 as attorneys' fees, and to pay further the amount of P1,500 as moral and exemplary damages, plus the costs of action.

Petitioner perfected his appeal in due time but failed to file the required supersedeas bond, whereupon the justice of the peace court, upon motion of respondent, issued an order of execution of the judgment on October 22, 1955. Rosalina Perez failed to appeal. Inasmuch as, notwithstanding the appeal taken by petitioner, the record of the case had not yet been transmitted to the court of first instance, on November 12, 1955, petitioner put up a supersedeas bond in an attempt to forestall the execution, but the court refused to approve the bond alleging that it had already lost jurisdiction over the case. Whereupon, petitioner filed a certiorari case in the court of first instance against the justice of the peace, the provincial sheriff and respondent alleging that said justice of the peace exceeded his

jurisdiction in disapproving the supersedeas bond and praying that a preliminary injunction be issued against him (Civil Case No. 3676). While this writ was at first issued, the case was later dismissed for lack of merit.

In the meantime, the record of the illegal detainer case was transmitted to the Court of First Instance of Negros Occidental and without losing time, petitioner filed a supersedeas bond to prevent the execution of the judgment against him. This was approved by the court on November 29, 1955, and so the writ of execution was suspended as to said petitioner. But, as Rosalina Perez, through the mistake of her counsel failed to appeal from the decision, respondent moved that the execution be continued as to her on the ground that the decision of the justice of the peace court against her had already become final and executory. To this motion petitioner filed a written opposition alleging that, inasmuch as he has already put up a supersedeas bond and his appeal necessarily includes that of his co-defendant even if she has failed to appeal, because as sub-lessee her right to the possession of the property depends upon the life and validity of the original contract of lease which is the principal issue in the main case, the execution of the judgment against Rosalina Perez is legally untenable as it would have the effect of defeating the appeal of petitioner. This opposition was overruled and the court granted the motion on February 20, 1956. Petitioner filed a motion for reconsideration reiterating the grounds he had previously advanced in his written opposition, and considering this attitude as disrespectful in that he is appearing for his co-defendant without an authority to do so, respondent moved the court to order petitioner to explain why he should not be punished for contempt for such act of disrespect. Notwithstanding his explanation that he was appearing in his own behalf and not for his co-defendant, the Court found him guilty and fined him in the amount of P20. The court likewise denied petitioner's motion for reconsideration. Hence the present petition for certiorari wherein petitioner seeks to set aside not only the order of execution issued against Rosalina Perez but also the order of March 10, 1956 finding him guilty of contempt and fining him in the amount of P20.

It appears that an action for illegal detainer of certain agricultural land was filed against Sergio F. del Castillo in the Justice of the Peace Court of Bago, Negros Occidental which was leased to the latter for certain period of time who in turn sub-leased it under the same terms and conditions to Rosalina Perez, for which reason the latter was included as co-defendant. It also appears that while Del Castillo had appealed from the decision of the justice of the peace court and put up a supersedeas bond to forestall its execution, Rosalina Perez failed to appeal whereupon the writ of execution against her was demanded by the plaintiff. The question now raised is whether the appeal taken by petitioner Sergio F. del

Castillo and the filing by him of the supersedeas bond can have the effect of forestalling the writ of execution issued against Rosalina Perez.

In *Velez vs. Ramas*, 40 Phil., 787, wherein an action was brought against several defendants against whom plaintiffs have a common cause of action and wherein some of the defendants failed to appear but others appeared to defend the case on the merits, this Court laid down the following rule: “Where a complaint states a common cause of action against several defendants and some appear to defend the case on the merits while others make default, the defense interposed by those who appear to litigate the case *inures to the benefit of those who fail to appear; and if the court finds that a good defense has been made, all of the defendants must be absolved.* \* \* \* If the case is finally decided in the plaintiff’s favor, a final decree is then entered against all the defendants; but if the suit should be decided against the plaintiff, the action will be dismissed *as to all the defendants alike.*” (Italics supplied). Again, it was also held that “where an appeal is taken by one defendant the trial court, pending the appeal, cannot take any step in the case, where the defendants are so connected that the rights of one cannot be determined without affecting the rights of the others” (3 C. J., 1261).

“Whether an appeal by one of several judgment debtors will affect the liability of those who did not appeal, must depend upon the facts in each particular case. If the judgment can only be sustained upon the liability of the one who appeals, and the liability of the other co-judgment debtors solely depends upon the question whether or not the appellant is liable, and the judgment is revoked as to that appellant, then the result of his appeal will inure to the benefit of all. Where the liability of each judgment debtor is several, and one appeals only, the judgment on appeal will not affect those who did not appeal.” (*Municipality of Orion vs. Concha*, DO Phil., C79, 50 JF 708.)

The principles above enunciated have application to the present case. Petitioner is sued upon on the basis of a contract of lease entered into between him and respondent, while his co-defendant Rosalina Perez was impleaded because of the contract of sub-lease entered into between petitioner and Rosalina. The right of the latter to hold the possession of the property is therefore directly interwoven with the right of the former to the possession of the same property, so that if the court finally finds that the lessee still has the right to continue with the lease, the lessor would have no legal right to dispossess the sub-lessee.

This correlation and sequence of the rights of lessee and sub-lessee would be frustrated if the judgment be executed against the latter pending disposal of the appeal of the former. We are therefore of the opinion that the trial court erred in giving course to the “writ of execution against Rosalina Perez notwithstanding the appeal taken by her co-defendant.

“Under article 1551 of the Civil Code a sub-tenant, without prejudice to his obligation with respect to the sublessor, shall be liable to the lessor for all the acts which concern the use and preservation of the thing; leased, in the manner agreed upon between the lessor and the lessee. Article 1552 further provides that the sublessee shall also be liable to the lessor for any part of the rent agreed upon in the sublease which may be due at the time of the demand. The sublessee, therefore, can invoke no right superior to that of his sublessor, *and the moment the latter is duly ousted from the premises, the former has no leg to stand on.*” (Sipin vs. Court of First Instance of Manila, 74 Phil., 649; Italics supplied.)

As regards the action for contempt taken by the trial court against petitioner for the simple reason that he objected to the issuance of a writ of execution against his co-defendant, we notice that the trial court acted under a misapprehension. While petitioner is both a party and a lawyer in this case, he filed his written opposition not as counsel of Rosalina Perez, as insinuated by respondent, but in his own behalf as party defendant, as he already explained to the court *a quo* (Annex O), and this he has a right to do considering his contractual relation with his co-defendant. There is therefore nothing improper in his attitude which may warrant disciplinary action. He should therefore be exonerated from the charge of contempt.

Wherefore, petition is granted. The Court hereby sets aside the orders of the trial court dated February 20, 1956 and March 10, 1956.

The writ of injunction issued by this Court is declared permanent.

Costs against respondent Eduardo del Castillo.

*Paras, C. J., Bengzon, Padilla, Montemayor, Reyes A., Labrador, Concepcion, Reyes J. B. L., Endencia, and Felix, JJ., concur.*

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