

**\*\*Title:\*\*** Rebecca T. Cabutihan vs. Landcenter Construction & Development Corporation

**\*\*Facts:\*\***

Rebecca Cabutihan entered into an agreement on December 3, 1996, with Landcenter Construction & Development Corporation, represented by Wilfredo B. Maghuyop, concerning a parcel of land located in Kay-biga, Paranaque. The agreement appointed Cabutihan as the facilitator to assist in the recovery and financing of undertakings necessary for registering the land in Maghuyop's name, with a stipulation awarding her twenty percent (20%) of the land's total area for her services. Subsequently, a Deed of Undertaking was executed on February 11, 1997, by Luz Baylon Ponce, under board resolution, to compensate Cabutihan and others for their assistance, amounting to 36.5% of the land's gross area or sales proceeds.

Cabutihan filed an action for specific performance with damages on October 14, 1999, in the RTC of Pasig, alleging fulfillment of her obligations under the agreement and seeking execution of the Deed of Assignment for her compensation. Landcenter filed a Motion to Dismiss on grounds including improper venue, lack of jurisdiction over subject matter due to non-payment of proper docket fees, and non-joinder of necessary parties.

**\*\*Issues:\*\***

1. Whether the venue was properly laid.
2. Whether the non-joinder of necessary parties warrants dismissal.
3. Whether the proper docket fees were paid.

**\*\*Court's Decision:\*\***

1. **\*\*Proper Venue:\*\*** The Supreme Court ruled the case as an action for specific performance, a personal action, properly filed in Pasig where either party resides, not requiring the case to be filed where the property is located.
2. **\*\*Non-Joinder of Proper Parties:\*\*** The Supreme Court noted that neither a misjoinder nor a non-joinder of parties is a ground for dismissal, as parties can be added or dropped at any stage. The court could proceed with Cabutihan's claim independently.
3. **\*\*Correct Docket Fees:\*\*** The Supreme Court contended that actions for specific performance are not subject to the assessed value of the real estate for computing filing fees since they are not capable of pecuniary estimation. The court highlighted the improper use of technicalities to avoid resolution of the case.

**\*\*Doctrine:\*\***

- The Supreme Court reiterated that breach of contract gives rise to actions for specific performance or rescission, classified as actions not capable of pecuniary estimation, hence not considering the value of real estate in computing filing fees.
- It further established that neither a misjoinder nor a non-joinder of parties is a ground for dismissal, indicating flexibility in the inclusion of parties at any stage of proceedings.

**\*\*Class Notes:\*\***

- Action for Specific Performance: A remedy sought for the enforcement of a contract or performance of an obligation.
- Misjoinder/Non-Joinder of Parties: The incorrect inclusion or exclusion of parties in a lawsuit is not grounds for dismissal but can be corrected.
- Docket Fees: Fees associated with the filing of a case, not necessarily tied to the value of a property in cases not capable of pecuniary estimation.

**\*\*Historical Background:\*\***

This case reflects the Philippine legal system's handling of disputes involving contracts related to real estate and the importance of procedural considerations such as venue, joinder of parties, and payment of docket fees in civil litigation. It underscores the judiciary's approach towards ensuring that technicalities do not obstruct the substantive rights of the parties involved.