

RAYMUNDA VDA. DE SAN JUAN, ET AL., PETITIONERS, VS. SIXTO TAN, RESPONDENT.

G.R. No. L-32260. September 09, 1982

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

This is a petition for review on certiorari of a decision of the Court of First Instance of Camarines Sur dismissing a complaint for recovery of possession of real property.

Jose San Juan, a co-owner of a 1,108 square meter parcel of land situated in Naga City covered by OCT No. 369, Registry of Naga City, leased to respondent Sixto Tan on March 18, 1967, an eight hundred (800) square meter portion of said property for a term of ten (10) years - from May 1, 1967 to May 1, 1977 - at a yearly rental of P480.00.

When the contract of lease was executed, the property was not yet titled.

In accordance with the lease contract, the respondent made improvements on the leased premises and commenced enjoying the 3 meters wide right of way stipulated in the lease. About five (5) months after the respondent's occupancy of the premises, Jose San Juan demanded a raise in rentals which was refused by the respondent on account of the express stipulation in the lease contract. Jose San Juan closed the right of way with barbed wire fencing. The respondent demanded the reopening of the right of way. Due to the refusal of Jose San Juan to reopen the right of way, the respondent on December 22, 1967 filed in court a case for "Specific Performance and Damages, with Petition for Writ of Preliminary Injunction" (Civil Case No. 6492, Court of First Instance of Camarines Sur)). During the pendency of that case, the petitioners, on March 14, 1968, filed a motion to intervene as defendants-intervenors. The motion was denied by the trial court in its order of March 26, 1968. On July 29, 1968, the petitioners filed the complaint for "Recovery of Possession of Real Property" (Civil Case No. 6597, Court of First Instance of Camarines Sur) praying for the recovery of possession of the 800 square meter lot covered by the contract of lease executed between their brother, Jose San Juan, and the respondent.

In the joint pre-trial of the two cases which was conducted on October 28, 1969, the parties agreed to submit the cases for decision on the basis of pre-trial admissions of fact.

On May 12, 1970, the trial court rendered its judgment, the dispositive portion of which reads:

"WHEREFORE, premises considered, it is the opinion of this court and so holds:

"1. That the lessor Jose San Juan, third party of defendant in Civil Case No. 6597 and the principal defendant in Civil Case No. 6492 failed to maintain a three-meter road right of way as provided in paragraph 3 of the lease contract (Exhibit B);

"2. That the plaintiff Sixto Tan changed the location of the road by making a straight path to his door;

"3. The lease contract shall remain enforced until May 2, 1977;

“4. That the injunction mandatory in nature issued by this court requiring Jose San Juan to maintain a road right of way serving as a voluntary easement should be maintained in favor of Tan at the left edge of the complaint;

“5. That the complaint for recovery of possession being devoid of merit should be dismissed;

“6. That no appreciable damages was proved to the satisfaction of the court, hence it pronounces none.

"NOW THEREFORE, Civil Case No. 6597 should be as it is hereby dismissed with costs against the plaintiffs. Jose San Juan is hereby ordered to restore the road right of way envisioned in the injunction. The contract of lease shall remain enforced until May 2, 1977. Sixto Tan shall pay and tender the amount of the rental of P480.00 yearly from 1968 to 1970 and yearly thereafter until 1977.

SO ORDERED."

Petitioners contend that a lease of real property for ten (10) years executed by a co-owner owning only 1/10 pro indiviso share and made in his own name, does not bind the other co-owners owning the shares corresponding to 9/10 of the property and that the contract of lease cannot create real rights upon the land. The petitioners also argue that the lower court cannot include in its findings of fact, conclusions and details not contained in the stipulations of fact submitted at the pre-trial conference.

While the above contentions of the petitioners appear to be meritorious, there is no necessity for Us to rule upon them. The questioned lease contract specifically provides that it shall be for a period of ten (10) years from May 1, 1967 to May 1, 1977. The lower court's judgment expressly declared that the lease contract shall remain enforced until May 2, 1977. Under the terms of the contract and even pursuant to the questioned decision, the prayer for recovery of possession must be granted.

WHEREFORE, the petition is granted. The respondent Sixto Tan is ordered, if he has not done so upon the expiration of the contract of lease, to immediately vacate and restore possession of the disputed 800 meter lot to the petitioners-plaintiffs, and to pay all accrued rentals at P480.00 yearly from 1968 up to the time of restoration of possession.

SO ORDERED.

Teehankee, (Chairman), Melencio-Herrera, Plana, Vasquez, and Relova, JJ., concur.
Makasiar, J., on official leave.

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