

GERONIMO DE LOS REYES, PETITIONER, VS. ARTEMIO ELEPAÑO, IN HIS CAPACITY AS JUSTICE OF THE PEACE OF THE MUNICIPALITY OF CALAUAN, LAGUNA, AND MARIA B. CASTRO, RESPONDENTS.

G.R. No. L-1823. May 26, 1949

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

The facts in the present case may be briefly stated as follows:

On August 31, 1943, a contract entitled "Deed of Sale with Right to Repurchase" was entered into between the petitioner Geronimo de los Reyes, as vendor, and the respondent Maria B. Castro, as vendee, involving the sale of two parcels of land covered by transfer certificates of title Nos. 8254 and 8255, of the office of the register of deeds of the Province of Laguna, whereby said parcels were sold to Maria B. Castro for the sum of P120,000. The sale included work animals found on the lands consisting of four carabaos and one Australian saddle horse. The right to repurchase reserved to the vendor is stipulated in paragraph 2, which reads as follows:

"That the seller hereby expressly reserves to himself and the buyer by these presents grants unto said seller, his heirs, successors or assigns, the right to repurchase and redeem the above mentioned properties and improvements covered by this sale; it being understood, however, that said right of repurchase and redemption shall be exercised by said seller, his heirs, executors and assigns on or before the expiration of the period of four (4) years counted from the date of the signing of this agreement by the parties herein, but not before the lapse of the period of two (2) years counted from the date of the signing of this agreement by the parties herein. In other words, said right of redemption shall be exercised at any time during the period between August 31, 1945, and August 31, 1947." (Appendix A.)

On the same day, August 31, 1943, a "Contract of Lease" was entered into between the same parties, whereby the vendor Geronimo de los Reyes leased from the vendee Maria B. Castro the same two parcels of land for a period of four (4) years, at a rental of P7.200 per annum, the rentals for the first two years payable in advance, and the rentals for the subsequent years to be payable yearly in advance during the first ten days of each year. The lessor acknowledged receipt of the advance rentals corresponding to the period from August 31, 1943 up to and including August 31, 1945.

On September 30, 1947, Maria B. Castro executed an affidavit of consolidation, and, with said affidavit, presented the corresponding owner's duplicate transfer certificates of title in the office of the register of deeds of Laguna. Acting upon said affidavit the register of deeds cancelled transfer certificates of title Nos. 8254 and 8255, the originals of which were burned during the war, and transfer certificates of title Nos. 953 and 954 were issued in the name of Maria B. Castro covering the two parcels in question.

On the basis of the two contracts aforecited, Maria B. Castro filed a complaint dated October 24, 1947, in the justice of the peace court of Calauan, Laguna (civil case No. 3), where the two parcels in question are located, against Geronimo de los Reyes, for unlawful detainer, claiming violation of the contract of lease in that since

August 31, 1945, the defendant had failed to pay the yearly rentals of P7,200; that immediately after August 31, 1947, the plaintiff Maria B. Castro notified the defendant of the termination of the lease contract and repeatedly requested him to pay the back rents, to leave the premises and to return the property to her; but that, notwithstanding said demand, Geronimo failed and refused to leave the premises or pay the corresponding rentals due.

Geronimo, in his answer to the complaint for unlawful detainer, claims that the contract or deed of sale with pacto de retro was not really a sale but a mere mortgage; that the amount of P120,000, involved in it, was all in Japanese military notes; that the contract of lease was a mere contrivance to represent the interest to be paid on the loan at the rate of 6 per cent per annum, and so as to legally maintain Geronimo in the possession of the two parcels notwithstanding the execution of the deed of sale; that the deed of sale with pacto de retro and the contract of lease did not represent the true and correct intention of the parties; that the period of redemption was expressly understood by the parties to mean the period within which the payment of the mortgage or indebtedness could be made, it being agreed by the parties that as long as payment of the yearly interest was made, the principal of the loan could be paid anytime; that since December 1944 until January 1945, Geronimo had repeatedly tendered to Maria the payment of the principal of the loan, but she refused to accept said payment, as a result of which Geronimo was forced to file a complaint in the Court of First Instance of Manila (civil case No. 3134) in January 1945 and to consign and deposit the sum of P120,000 with the clerk of court, the deposit being evidenced by official receipt No. 0607565, the purpose of the action being to have the contract between him and Maria B. Castro declared a mere mortgage, the loan having already been paid, and to have her execute a cancellation of said mortgage; and that, upon learning of Maria's consolidation of title with the issuance of the corresponding transfer certificates of title of the two parcels of land, he filed a petition in the Court of First Instance of Manila, for the reconstitution of the record of civil case No. 3134, because the record of the same was destroyed during the war, but that his petition was denied by the court on the ground that the period for its reconstitution had already expired.

In his answer, Geronimo further alleged that, inasmuch as the question of title to the lands in question was necessarily involved, the justice of the peace court had no power or jurisdiction over the subject-matter of the action, and, lastly, that there is another action pending before the Court of First Instance of Manila between the same parties and over the same subject-matter, known as civil case No. 3910, this case having been filed by him on October 28, 1947 to take the place of civil case No. 3134.

Because the Justice of the Peace Court of Calauan, Laguna, refused to dismiss the case of unlawful detainer, the present case of certiorari was filed in this Court, seeking to prevent the justice of the peace from proceeding with the trial of the unlawful detainer on the ground that it lacks jurisdiction.

The question involved herein is whether or not in an action for unlawful detainer in a justice of the peace court, the defendant can deprive said court of its jurisdiction by filing an answer claiming title to the property involved, or otherwise raising the question of ownership.

There is a long line of decisions of this Court holding that the mere fact that the defendant, in his answer, claims to be the owner of the property from which the plaintiff seeks to eject him, is not sufficient to divest the justice of the peace or the municipal court of its summary-jurisdiction in actions for forcible entry and detainer, because, were the principle otherwise, the ends of justice would be frustrated by making the efficacy of this kind of action depend upon the defendant in all cases. Exception may be made when the evidence during the trial in said court shows that the question of title is actually involved and that the defendant's contention, according to said evidence, is meritorious. (*Supia and Batiaco vs. Quintero and Ayala*, 59 Phil., 312, 321; *Aquino vs. Deala*, 63 Phil., 582, 593; *Torres vs. Pena*, 78 Phil., 231; *Penalosa vs. Garcia*, 78 Phil., 245; *Zapanta vs. Bartolome* and

Chan-Liongco, 83 Phil., 433.) So, much depends upon the merit or lack of merit in the claim or contention of Geronimo about his ownership of the land,—this, to be determined during the trial in the justice of the peace court.

But, without in any way prejudging the case, and on the basis only of the pleadings contained in the record of this case, it would seem that the petitioner Geronimo de los Reyes has not made out a prima facie case of the merit of his claim of ownership. To start with, there is in favor of Maria B. Castro, plaintiff in the unlawful detainer case, not only the deed of sale with pacto de retro in which the vendor (Geronimo) failed to make the repurchase within the period stipulated, but that there has been consolidation of title and issuance of the corresponding transfer certificates of title in the name of Maria B. Castro. We find the case of Supia and Batiaco vs. Quintero and Ayala, supra., applicable to the present case. That case involved land sold under a deed of sale with right to repurchase, and this Court held that the purchaser under a contract with a right to repurchase is a vendee within the meaning of section 80 of the Code of Civil Procedure, and that in an action of forcible entry and detainer, the mere filing of an answer claiming title to the premises would not divest the justice of the peace court of its jurisdiction.

In view of all the foregoing, the petition is hereby denied, with costs.

Moran, C. J., Ozaeta, Paras, Feria, Pablo, Perfecto, Bengzon, Tuason, and Reyes, JJ., concur.

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