

ORIENTAL SAWMILL, PLAINTIFF AND APPELLANT, VS. MANUEL TAMBUNTING AND ANGEL DE LEON ONG, DEFENDANTS AND APPELLEES.*G.R. No. L-2097. October 16, 1950*

Ponente: MORAN, C.J.

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This is an action for interpleader filed by Oriental Sawmill against Manuel Tambunting and Angel de Leon Ong with respect to the rental of a vacant lot behind apartment No.343 Tanduay, Quiapo, Manila, occupied by the plaintiff. The latter alleges that defendants Manuel Tambunting and Angel de Leon Ong have conflicting claims on said rental, and it brought the action for the purpose of compelling them to interplead and litigate their conflicting claims for judicial determination. The defendant Manuel Tambunting filed a motion to dismiss on the ground of *res adjudicata* which was granted by the court. Hence, this appeal by plaintiff.

The facts are as follows: In the Municipal Court of Manila a suit was filed by Manuel Tambunting against Pio Barretto, general manager of Oriental Sawmill, for ejectment, the property involved being the same lot located at No.343 Tanduay, Quiapo, Manila. The defendant Angel de Leon Ong was allowed to intervene in that suit. After trial a judgment was rendered in favor of the plaintiff, Manuel Tambunting, and against the defendant, Pio Barretto, ordering the latter to vacate the premises and to pay the former the sum of P300 as damages for the use and occupation thereof, plus the sum of P500, value of the garage removed by defendant, and to pay the costs. No mention, however, was made of the intervenor Angel de Leon Ong, whose appeal to the Court of First Instance was filed out of time and was dismissed for that reason. Pio Barretto appealed also to the Court of First Instance where he and plaintiff Manuel Tambunting reached an amicable settlement whereby the defendant withdrew his appeal and plaintiff waived his right to collect damages and allowed the defendant to use the property for an indefinite period of time provided said defendant pays P130 monthly rent from April, 1947.

The rents corresponding to the period from April to September of 1947, amounting to P780, was deposited in court upon the filing of the complaint for interpleader. In the complaint it is alleged that said rents are being claimed by both Manuel Tambunting and Angel de Leon Ong and since plaintiff knows not whom to make payment, he brought the action for interpleader. It appears that the property involved in this case belonged originally to Manuel Tambunting who allegedly sold it to Angel de Leon Ong on April 15, 1944. There are several "accesorias" (apartments) on the property which at the time of the sale were leased to Manuel Tambunting by the purchaser Angel de Leon Ong. Tambunting, in turn, subleased these "accesorias" to several persons some of whom are the herein plaintiff Oriental Sawmill and one Alfonso Pagkalinawan. At present, there are three civil cases pending between Manuel Tambunting and Angel de Leon Ong regarding the ownership of the property. In one case, Ong seeks to revoke the lease executed in favor of Tambunting and to eject him from the premises upon the ground that Tambunting subleased the property without the written consent of Ong. Tambunting in his answer raised the question of ownership, and the case was referred to the Court of First Instance of Manila where it was docketed as civil case No.2977.

Upon the other hand, Tambunting filed an action against de Leon for the annulment of the supposed contract of sale upon the ground of duress. This case was docketed as civil case No.815 in the Court of First Instance of Manila where, after trial, judgment was rendered in favor of de Leon with the statement that no duress had attended the sale and Angel de Leon Ong was, therefore, the owner of the property. The case is now in the Court of Appeals wherein it is docketed as case No.2491-R. There is another case filed by Tambunting against de Leon in the Court of First Instance seeking to annul the sale because of the purchaser's citizenship but the case was decided against Tambunting upon the ground of *res adjudicata*. That case is pending appeal in this Court.

Considering these different suits between Tambunting and de Leon regarding the ownership of the property, plaintiff Oriental Sawmill has reasonable grounds to doubt as to whom it should make payments of the rents, and consequently, its complaint for interpleading is proper. We so held in a similar case under similar facts. In *Pagkalinawan vs. Rodas*, (80 Phil., 281), Manuel and Alfonso surnamed Pagkalinawan were, like Oriental Sawmill, sublessees of part of the same property supposedly sold by Tambunting to de Leon. And, because of the conflicting claims on the rental between Tambunting and de Leon, the two sublessees filed an action for interpleader against the two conflicting claimants. We held that that action was proper. And in *De Jesus vs. Sociedad Arrendataria de Galleras de Pasay et al.* (23 Phil. 76), we held that a lessee who is in doubt as to the person to whom he should pay the rent because the property leased is claimed by several persons may properly bring an action for interpleader against such persons.

It is true that Angel de Leon Ong was allowed to intervene by the Municipal Court in the suit by ejectment filed by Tambunting against the Oriental Sawmill and that Ong's appeal to the Court of First Instance was taken out of time and dismissed for that reason; it must be noted, however, that neither the Municipal Court nor the Court of First Instance on appeal had jurisdiction to settle or determine in that suit the question of ownership between Tambunting and de Leon.

From the foregoing, the order of dismissal appealed from is reversed and the case remanded to the court below for further proceedings, the costs to be paid by appellee.

Ozaeta, Paras, Pablo, Bengzon, Tuason, Montemayor, and Reyes, JJ., concur.

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