

**CRESENCIA VDA. DE BAKIT, PETITIONER AND APPELLEE, VS.
VERONICO ASPERIN AND FELIX T. JAMERO, AS JUSTICE OF THE
PEACE OF LORETO, SURIGAO, RESPONDENTS AND APPELLANTS.**

G.R. No. L-15700. April 26, 1961

Ponente: CONCEPCION, J.

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CONCEPCION, J.:

Appeal from a decision of the Court of First Instance of Surigao, the dispositive part of which is as follows:

"Wherefore, based on all the foregoing consideration, and in the light of the law and authorities quoted above, the petition is granted and the Court holds and declares that the respondent justice of the peace of Loreto lacked of jurisdiction when it heard and decided said Civil Case No. 14 of his court, and that all the proceedings taken by it, including the decision, Annex B are null and void and without force and effect, with costs against the respondents. Said respondent justice of the peace is hereby ordered to dismiss the case. As prayed for in the petition, all the monthly deposits made by the petitioner pursuant to the decision rendered by the respondent justice of the peace in said civil case No. 14, are ordered returned to the petitioner by the person who has the same, upon proper receipt to be signed by her. The preliminary writ of injunction already issued in this case is made final and permanent."

The pertinent facts are: On November 21, 1955, Veronico Asperin filed, with the Justice of the Peace Court of Loreto, Surigao, a complaint, against Cresencia Vda. de Bakit, which was docketed as Civil Case No. 14 of said court, alleging that Asperin is the owner of a parcel of land described in said pleading, with the improvements thereon; that Mrs. Ealdt sold it to him on December 23, 1952, subject to redemption; that on August 7, 1953, she agreed to work on said land as his tenant, subject to the terms and conditions specified in the complaint; that, since February, 1955, Mrs. Bakit had violated said terms and conditions of their tenancy contract, by failing to deliver his share in three (3) harvests and by failing to take good care of said land; that despite Asperin's repeated demands, Mrs. Bakit had failed to comply with the provisions of their tenancy contract and to vacate the aforementioned land; and that due to Mrs. Bakit's wrongful acts, Asperin had suffered damages as set forth in the complaint. Asperin prayed, therefore, that a writ of preliminary injunction be issued pendente lite and that judgment be rendered ordering Mrs. Bakit to vacate the land in question and to deliver its possession to him, aside from paying damages and costs.

In her answer, Mrs. Bakit denied most of the allegations of the complaint and alleged that she owns the land in dispute and that, inasmuch as the same was mortgaged to a bank and she was indebted to Asperin, he and she had agreed that the land be mortgaged to him for the amount of his credit, plus a certain amount in cash, or the total sum of P2,649, although the instrument incorporating the agreement was entitled "Sale With Conventional Redemption", which did not reflect the true intent of the parties, who merely wanted a mortgage to secure an indebtedness, which Mrs. Bakit had been paying on installment. Mrs. Bakit prayed, therefore, that the complaint be dismissed, and that the reformation of said instrument, in conformity with the intent of the parties thereto, be ordered.

After appropriate proceedings, the justice of the peace court rendered judgment, on March 21, 1956, sentencing Mrs. Bakit to vacate the land in question and deliver its possession to Asperin, as well as to pay him P35.00 a month, for the use and occupancy of the land, until the final disposition of the case.

Mrs. Bakit appealed seasonably from this decision to the Court of First Instance of Surigao, where the case was docketed as civil case No. 905 thereof. Likewise, she deposited monthly in court the sum of P35.00. However, on September 10, 1956, her Counsel, Atty. Senen C. Peñaranda, asked permission to withdraw her appeal, which was granted on September 11, 1956. Subsequently, Mrs. Bakit, through Attorneys Navarro and Navarre, filed a motion to revive the appeal, upon the ground that her former counsel had acted without her knowledge and consent in withdrawing said appeal, but this motion was denied on November 10, 1956. Subsequently, or on March 4, 1957, the new counsel for Mrs. Bakit filed a petition for relief from judgment, upon the ground that, when Atty. Peñaranda withdrew her appeal, he labored under an honest mistake or misapprehension of her instructions, and that she has a good and substantial defense. Before it could be acted upon, or on June 18, 1957, this petition was withdrawn.

On the same date, Mrs. Bakit instituted the present action, against Asperin and the Justice of the Peace of Loreto, Surigao, in the Court of First Instance of Surigao, in which it was docketed as special civil case No. 1032. It was commenced with a pleading captioned "Petition for a Writ of Certiorari with Preliminary Injunction." Mrs. Bakit alleged therein that the justice of the peace court of Loreto had no jurisdiction over the subject matter of Civil Case No. 14 thereof, because the same called for the determination of the ownership or title to a real property, which is beyond the competence of said court, and it involved the dispossession of a tenant by an alleged landholder, which is within the exclusive jurisdiction of the Court of Agrarian Relations, and that the decision rendered in said case is, therefore, null and void ab initio, and the execution thereof would cause grave and irreparable injury to Mrs. Bakit, who, accordingly, prayed for a writ of preliminary injunction to restrain the execution of said decision and that, after due hearing, judgment be rendered annulling the same, making injunction permanent, and directing the refund to Mrs. Bakit of her monthly deposits in court. Seemingly, the writ of preliminary injunction prayed for was issued.

In their answer, respondents maintained that said Civil Case No. 14 was an ordinary ejectment or unlawful detainer case, and that Mrs. Bakit had had therein a plain, adequate and speedy remedy in the ordinary course of law, by appealing from the decision rendered in said case, although she subsequently withdrew her appeal, and by filing a petition for relief from judgment, which her counsel, eventually, withdrew.

After appropriate proceedings the Court of First Instance of Surigao, rendered judgment holding that the subject matter of said Civil Case No. 14 was within the exclusive jurisdiction of the Court of Agrarian Relations and, hence, beyond the jurisdiction of the justice of the peace court of Loreto, and that, consequently, the relief prayed for by Mrs. Bakit was in order, for which reason it nullified all of the proceedings in said Civil Case No. 14, including the decision therein. Hence, this appeal by the respondents.

There is no merit in the appeal.

Respondents-appellants insist that civil case No. 14 was an ordinary action for unlawful detainer, and, as such, Within the exclusive original jurisdiction of the justice of the peace court of Loreto. The cause of action set forth In the complaint therein was, however, one for ejectment of a tenant of agricultural land, based upon an alleged breach of a contract of tenancy between the supposed landlord and the alleged tenant. Such action is within the exclusive original jurisdiction of the Court of Agrarian Relations (R.A. No. 1199, sec. 21; R.A. No. 1267, sec. 7, as amended).

Moreover, Asperin claimed to be entitled to hold said land and to eject Mrs. Bakit therefrom upon the ground that

Bhe had sold it to him, although subject to redemption, and that, as such buyer, he had agreed to take Mrs. Bakit as his tenant, who had violated the terms and conditions of their contract of tenancy. Upon the other hand, Mrs. Bakit maintained that she was not his tenant; that the land belonged to her, not to Asperin; that she had merely mortgaged it to him, as security for the payment of a debt; and" that the instrument incorporating their agreement, entitled "Sale With Conventional Redemption," did not express their true intent and should be reformed accordingly. The title to the land in question was thereby put in issue, in a manner affecting necessarily the cause of action of Asperin. In order to settle such issue, it was necessary to determine which of the conflicting claims of the parties was true, and, hence, to decide whether the alleged "sale with conventional redemption" was what it purported to be, as claimed by Asperin, or merely a mortgage, as contended by Mrs. Bakit. In other words, the title to a real property had to be settled and, in fact, the justice of the peace of Loreto, endeavored to settle it in its decision, by holding therein that it had been proven that Mrs. Bakit had sold the land to Asperin subject to redemption, that she had agreed to be and had become his tenant, that she had failed to comply with her obligations as such tenant and had refused to deliver his share of the produce of the land, that, instead, "she is withholding said land and asserting ownership * * * thereof" despite repeated demands of Asperin, and that she had not sufficiently established her contention. As stated in *Teodoro vs. Balatbat*, (94 Phil., 247; 50 Off. Gaz., 601):

"* * *, it is evident that plaintiff's pretended right to the possession of the property in dispute ultimately rests upon his claim of ownership, a claim based upon a purported contract of sale with right of repurchase admittedly signed by defendant but claimed by them to be mere simulation to cloak a mortgage obligation tainted with usury. If this contract was really a sale subject to repurchase and the repurchase has, as alleged by the plaintiff, not been made within the time stipulated, plaintiff would already be the owner of the property sold and, as such, entitled to its possession. On the other hand, if the contract was, as defendants claim, in reality a mere mortgage, then the defendants would still be the owner of the property and could not, therefore, be regarded as mere lessees. In the final analysis then, the case hinges on a question of ownership and is for that reason not cognizable by the justice of the peace court." (See, also *Nierras vs. Juson de Po*, L-10878, Feb. 22, 1957.)

Thus, the cause of action set forth in the complaint in civil case No. 14 was within the exclusive original jurisdiction of the Court of Agrarian Relations, whereas the issue raised in the answer of Mrs. Bakit placed the case within the exclusive original jurisdiction of the Court of First Instance of Surigao. In either case, the justice of the peace Court of Loreto had no jurisdiction over the subject matter of the litigation, and, as a corollary, all proceedings in said court, including its decision therein, were null and void.

It is urged, however, that a writ of certiorari lies only when there is "no appeal, nor any plain, speedy and adequate remedy in the ordinary course of law," and that Mrs. Bakit had the right to appeal from said decision and did actually appeal therefrom, although the appeal was subsequently withdrawn. There are, however, sufficient allegations in the petition filed in this case to permit the same to be considered as an ordinary action for the annulment of a decision, and we do consider it as such.

Wherefore, subject to this qualification, the decision appealed from is hereby affirmed, with costs against respondent-appellant Veronico Asperin. It is so ordered.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador, Reyes, J.B.L., Paredes, and Dizon, JJ., concur.

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