

FRANCISCO NANCA, JR. AND ALL PERSONS CLAIMING RIGHTS UNDER HIM, PETITIONER, VS. NORMITA M. LONTOC REPRESENTED BY HER ATTORNEY-IN-FACT, ELIZABETH M. MENDIOLA, RESPONDENT.

Ponente: LAZARO-JAVIER, A.C., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/131c9468a02d/>

LAZARO-JAVIER, A.C., J.:

This petition for review on certiorari seeks to reverse the Decision[1] dated September 13, 2013 of the Regional Trial Court of Pasig City (RTC-Branch 153), dismissing petitioner's appeal in SCA Case No. 3812-TG, for ejectment.

Respondent Normita M. Lontoc, represented by her attorney-in-fact Elizabeth Mendiola, filed the complaint[2] below against petitioner Francisco Nanca, Jr.. She averred:

- (1) She was the owner of a parcel of land situated in Katwiran, Ibayo-Tipas, Taguig City covered by Tax Declaration No. FL-017-01791.
- (2) Petitioner offered to buy the land from her for a consideration of P120,000.00, for which, petitioner made a downpayment of P15,000.00, and the remaining balance, to be paid in monthly installment of P1,750.00 for five years.
- (3) Petitioner shall commence paying the monthly installment on March 2008 and every 30[th] day of each succeeding month.
- (4) She and petitioner executed a contract to sell, embodying the foregoing terms.
- (5) After paying the downpayment and signing their contract to sell, petitioner occupied the premises and erected a house thereon.
- (6) Despite demand, however, petitioner failed to pay the agreed monthly installments, in violation of their contract to sell.
- (7) Consequently, she served on petitioner a notice of cancellation of the contract to sell.
- (8) The matter was referred to the Lupon Tagapamayapa of Barangay Napindan, Taguig, but the parties failed to amicably settle.
- (9) By letter dated February 10, 2011, respondent demanded that petitioner pay his obligation and vacate the property, but to no avail.
- (10) Petitioner must now be ordered to pay her reasonable compensation for the use and occupation of her property until respondent shall have vacated the premises.

In his answer[3], petitioner countered:

- (1) He had been in possession of the lot since 1988 when it was still vacant and being used as dump site.
- (2) On May 21, 1993, he and the other residents of Napindan formed the Pinagkaisang Maralita ng Napindan Association, Inc. (PINAMANA), a non-stock, non-profit organization duly registered with the Securities and Exchange Commission (SEC).
- (3) No claimant had ever appeared until sometime in 2005 when a certain Elizabeth Mendiola claimed that she was representing respondent, the alleged lot owner.
- (4) Mendiola, accompanied by some hired “goons”, threatened him and the other residents that their houses would be demolished if they refused to vacate the property.
- (5) To prevent violence and escalating tension, he offered to execute with respondent a contract to sell subject lot.
- (6) The contract to sell covered a 30-square meter lot to be sold at P1,750/ square meter, and the full purchase price, payable in five years.
- (7) He, however, did not sign the contract to sell. His purported signature appearing on the contract may have been copied by respondent from the community tax certificate (cedula) she required him to submit. Notably, the contract to sell was not even notarized, and respondent never gave him copy of the contract.
- (8) Respondent even spearheaded the re-organization of PINAMANA, renaming it Julianville Homeowners’ Association.
- (9) He had been paying the agreed monthly installments, failing only sometime in October 2006, and a few months thereafter, when he and his family were displaced by typhoon Milenyo. After he recovered from the calamity, he tried to resume paying the monthly installments, but respondent no longer accepted his payments.
- (10) He learned of the ejectment case filed against him only upon receipt of the summons and copy of the complaint.
- (11) The only basis for respondent’s claim of ownership was Tax Declaration No. FL-017-01791 dated December 14, 2000, which was obtained long after their organization PINAMANA was created in 1993. In this jurisdiction, tax declarations were not indicia of ownership.
- (12) Respondent also failed to properly identify that the lot covered by her tax declaration was the same lot he occupied.
- (13) Since he did not start occupying the lot by virtue of a contract or by mere tolerance, he was deemed to have illegally entered it and the case filed against him should have been one for forcible entry, and not merely generically denominated as “ejectment”. As such, the case should have been instituted within one year from the time respondent learned of the deprivation of property by means of force, intimidation, threat, strategy, or stealth. As it was, respondent filed the case way beyond the one year period, thus, the case must be dismissed for lack of cause of action.
- (14) Respondent’s unwarranted and malicious complaint caused him sleepless nights, mental anguish, and serious anxiety which entitled him to moral damages of P50,000.00, plus cost of suit.

The case was docketed Civil Case No. 3484 and raffled to Metropolitan Trial Court of Taguig City (METC-Branch 74).

By Decision[4] dated March 12, 2013, METC Branch-74 ruled in respondent’s favor, viz:

WHEREFORE, judgment is hereby rendered in favor of the plaintiff Normita M. Lontoc, represented by its

(sic) Attorney-in-Fact, Elizabeth M. Mendiola and against the defendant and all persons claiming rights under him, to:

1. Vacate and surrender the possession of the subject premises to the plaintiff;
2. Pay the plaintiff the amount of Five Hundred Pesos (P500.00) a month as reasonable compensation for the use and occupation of the above-mentioned premises from April 2006 until they fully vacate the same;
3. Pay the plaintiff the amount of Ten Thousand Pesos (P10,000.00) as attorney's fees; and
4. Pay the costs of suit.

SO ORDERED.

On appeal, RTC-Branch 153 affirmed, with modification, viz:

WHEREFORE, premises considered, the instant appeal is DISMISSED. The Decision dated March 12, 2013, of the Metropolitan Trial Court, Branch 74, Taguig City, in Civil Case No. 3484, is AFFIRMED WITH MODIFICATION that the payment of Five Hundred (Php500.00) pesos a month as reasonable compensation for the use and occupation of the subject premises shall be reckoned from April 2008 until defendant-appellant and all persons claiming rights under him shall have vacated the premises.

SO ORDERED.[5]

The court ratiocinated:

The first ground relied upon by defendant-appellant cannot be sustained. As correctly pointed out in the assailed decision, the demand requirement has been sufficiently complied with. As borne by the evidence on record, plaintiff-appellee sent a demand letter to defendant-appellant which letter was served by "Leopoldo S. Bucasas" which was, in turn, received by a boarder who refused to sign on February 18, 2011. xxx

Moreover, it bears stressing that prior to the filing of the instant case, plaintiff-appellee already brought the matter before the barangay for conciliation proceedings.

The second ground relied upon by defendants-appellants cannot likewise be sustained.

Defendant-appellant asserts that it has not been proven by the plaintiff that the parcel of land being recovered is included in the tax declaration submitted to the court. The tax declaration shows the area to be located in Barangay Ibayo-Tipas, Taguig City while defendant's residence, as shown by his identification card (Exhibit "7") and by his Certificate of Graduation from Napindan Elementary School(exhibit "8") is located in Napindan, Taguig City.

Exhibits "7" and "8" merely shows that he resided in Napindan, Taguig City and finished his elementary schooling in Napindan Elementary School. These pieces of evidence do not prove that he did not buy from plaintiff the property subject of this case located in Katwiran, Ibayo-Tipas Taguig City.

xxx

Initially, defendant-appellant denied that plaintiff-appellee is the owner of the property. However, defendant contradicted himself altogether by admitting that he entered into a contract to sell with the plaintiff, although unnotarized, and by virtue thereof agreed to pay monthly installments over the subject lot. Moreover, defendant likewise argued about being justified in suspending payments. More interestingly, while defendant continuously harped on the issue of plaintiff not being the owner of the lot, he even submitted to the court receipts of payment over the subject lot.

All of the above taken together, is nothing but an acknowledgment on the part of the defendant that plaintiff is

the owner of the subject property and/or that the latter has a better right of possession over the subject property and that defendant's continued occupation of the same was by virtue of the contract to sell executed between plaintiff and defendant.

Moreover, it is not important whether or not defendant-appellant resides in Napindan, Taguig City, and not in Block 11, Lot 11, Katwiran St., Ibayo-Tipas, Taguig City, because the latter is the location of the property which is the subject matter of this case and not his residence in Napindan, Taguig City. Defendant-appellant, after failing to comply with the Contract to Sell, is being ejected from the thirty (30) square meter property Katwiran St., Ibayo-Tipas, Taguig City, which he bought from plaintiff-appellant and does not involve his residence in Napindan, Taguig City.

Finally, the third ground relied upon by defendant-appellant is that the instant suit is generically denominated as one for "ejectment", which should not be the case.

This is erroneous. A complaint, no matter how it is denominated, is determined by the allegations contained therein.

Jurisdiction of the court cannot be made to depend upon the defenses set up in the answer or upon the motion to dismiss, for otherwise, the question of jurisdiction would almost entirely depend upon the defendant. What determines the jurisdiction of the court is the nature of the action pleaded as appearing from the allegations in the complaint. xxx

The rule is settled that upon the filing of a complaint or information in court, jurisdiction over the case is already vested with the trial court and the disposition of the case rests upon its sound discretion xxx and jurisdiction, once vested, will continue until the issues raised in the same are properly resolved in a final judgment.

The allegations in the complaint clearly show that this is a case for unlawful detainer which falls under the jurisdiction of the court a quo.

Finally, it is clear that the defendant-appellant has already invoked the jurisdiction of the court a quo and asked for affirmative relief when he filed his answer, called for the dismissal of the case, and prayed that his compulsory counterclaim be granted. These already preclude defendant-appellant from assailing the jurisdiction of the court a quo.[6]

Petitioner now faults RTC-Branch 153 for finding that respondent had the right to the possession of the land. Petitioner questions the court's reliance on the tax declaration and contract to sell in upholding respondent's claim of ownership of the land. Petitioner asserts that tax declarations are not conclusive proof of ownership and respondent's failure to provide him with copy of the contract to sell entitled him to suspend payment of the monthly amortizations. In effect, he was not in default of his contractual obligation, thus, there is no basis for respondent's action for ejectment. At any rate, petitioner argues that an action for ejectment concerns itself only with the question of who had a better right to possess subject property, and not the issue of ownership.[7]

In her comment,[8] respondent points out: (1) Petitioner's admission during pre-trial that he stopped paying the monthly amortizations due her was an acknowledgment of her ownership of the lot. (2) Petitioner failed to sufficiently establish that he was not given copy of the contract to sell the lot. (3) Petitioner's acts of signing the contract to sell and occupying the lot demonstrate acceptance of the conditions set by the property owner.

The petition must fail.

One of the three kinds of action for recovery of possession of real property is accion interdictal or ejectment proceeding which may either be for forcible entry (detentacion) or unlawful detainer (desahucio): a summary action for recovery of physical possession where the dispossession has not lasted for more than one year, and

should be brought in the proper inferior court. In ejectment proceedings, courts resolve the basic question of who is entitled to physical possession of the premises, referring to possession de facto, and not possession de jure. Where the parties to an ejectment case raise the issue of ownership, the courts may pass upon that issue to determine who between the parties has the better right to possess the property. However, where the issue of ownership is inseparably linked to that of possession, adjudication of the ownership issue is not final and binding, but only for the purpose of resolving the issue of possession. The adjudication of the issue of ownership is only provisional, and not a bar to an action between the same parties involving title to the property.[9]

Here, respondent's ownership was only passed upon by the trial court because she adduced in evidence Tax Declaration No. FL-017-01791 and the contract to sell executed with petitioner, which documents, respondent claims, are proof of her ownership of the land. Petitioner, for his part, never asserted ownership of the property. He only maintained that respondent's failure to give him copy of the contract to sell gave him the right to withhold payment of monthly amortizations, and that the tax declaration presented by respondent, did not sufficiently prove the latter's claim of ownership.

One of the attributes of property ownership is possession.[10] As owner of the lot in question, respondent prays to remove petitioner therefrom due to the latter's failure to pay the agreed monthly amortizations thereon. Petitioner, nonetheless, impugns the tax declaration presented by respondent as the same allegedly does not conclusively prove the latter's ownership of the land.

It is well-settled, however, that although tax declarations and realty tax payment of property are not conclusive evidence of ownership, they are good indicia of possession in the concept of owner for no one in his right mind would be paying taxes for a property that is not in his actual or at least constructive possession. They constitute at least proof that the holder has a claim of title over the property. The voluntary declaration of a piece of property for taxation purposes manifests not only one's sincere and honest desire to obtain title to the property and announces his adverse claim against the State and all other interested parties, but also the intention to contribute needed revenues to the Government. Such an act strengthens one's bona fide claim of acquisition of ownership.[11]

Here, respondent presented Tax Declaration No. FL-017-01791 proving her purported ownership of the lot in question, thus, asserting her right to its possession as alleged owner. Petitioner, on the other hand, except for his bare assertions, did not present an iota of evidence establishing a better right to the possession of the disputed lot.

As for the contract to sell, petitioner failed to cite the specific provision of law allowing him to suspend payment of monthly amortizations due thereon on ground that respondent purportedly failed to furnish him copy of said contract. It bears stress that a contract to sell is a bilateral contract, whereby the prospective seller, while expressly reserving the ownership of the subject property despite delivery thereof to the prospective buyer, binds himself to sell the said property exclusively to the prospective buyer upon fulfillment of the condition agreed upon, that is, full payment of the purchase price.[12] In a contract to sell, payment of the purchase price is a positive suspensive condition, non-fulfillment of which is not a breach, casual or serious, but a situation that prevents the obligation of the vendor to convey title from acquiring an obligatory force.[13] Thus, upon non-fulfillment of this positive suspensive condition, there will be no contract to speak of precisely because respondent's obligation to convey title to petitioner did not ever take effect.

In fine, the court did not err in granting respondent's action for ejectment.

ACCORDINGLY, the petition is DENIED, and the Decision dated September 13, 2013, AFFIRMED.

SO ORDERED.

Castillo, (Chairperson) and Barrios,[*] JJ., concur.

[*] Per Office Order No. 243-14-ABR dated May 23, 2014.

[1] Rollo, pp. 165-170.

[2] Id., pp. 26-30.

[3] Rollo, pp. 42-48.

[4] Rollo, pp. 130-135.

[5] Decision dated September 13, 2013, Rollo, pp. 165-170.

[6] Supra, pp. 168-169.

[7] Petition for Review dated October 16, 2013, Rollo, pp. 10-20.

[8] Rollo, pp. 117-181.

[9] Ruben C. Corpuz represented by Attorney-in-Fact Wenifreda C. Agullana vs. Sps. Hilarion Agustin and Justa Agustin, G. R. No. 183822, January 18, 2012.

[10] Vicente v. Avera, G.R. No. 169970, 20 January 2009, 576 SCRA 634

[11] Ganila vs. Court of Appeals, G.R. No. 150755, June 28, 2005, 461 SCRA 45, 448, citing Alcaraz vs. Tangga-an G.R. No. 128568, April 9, 2003.

[12] Ventura vs. Heirs of Spouses Endaya G.R. No. 190016, October 2, 2013.

[13] Ong vs. Court of Appeals, G.R. No. 97347 July 6, 1999.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.