

JOSE GANADIN, PETITIONER, VS. RICARDO RAMOS, HONORABLE GAUDENCIO LINTAO, IN HIS CAPACITY AS ACTING JUSTICE OF THE PEACE OF SAN MATEO, ISABELA, PROVINCIAL SHERIFF OF ISABELA, RES...

G.R. No. L-23547. September 11, 1980

Ponente: MAKASIAR, J.

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MAKASIAR, J.:

Petitioner-appellant primarily seeks in this proceeding the annulment of the judgment of respondent-appellee, Hon. Gaudencio Lintao, then acting Justice of the Peace of San Mateo, Isabela, in Civil Case No. 216, for unlawful detainer, on the ground of lack of jurisdiction to render the same. Without including the presiding judge of the Court of First Instance of Isabela, Cauayan Branch, as respondent herein, petitioner likewise prays for the reversal of the latter court's decision in Spl. Rem. Case No. Br. II-58 dated September 29, 1962 dismissing the basic petition for certiorari, prohibition and injunction and the supplemental judgment dated July 31, 1963 ordering petitioner to pay damages to respondent Ramos.

The facts of the case are as follows:

On May 19, 1961, private respondent Ricardo Ramos filed a complaint for unlawful detainer assigned as Civil Case No. 216 against petitioner Jose Ganadin in the Justice of the Peace Court of San Mateo, Isabela, presided by then acting Justice of the Peace, Hon. Gaudencio Lintao, alleging --

"2. That the plaintiff is the owner of a certain property located in San Mateo, Isabela, and more particularly described as follows:

'A house of strong materials constructed on Lot 2, N-4-617, x x x x x covered by O.C.T. No. P-5619 of the plaintiff.'

"3. That on or about January, 1960, upon the behest and entreaty of the defendant, the herein plaintiff allowed and permitted him and his family to occupy the said house and the portion of the lot wherein the same was constructed, under the express obligation that said defendant shall voluntarily leave and vacate the premises, on or before April 1, 1961;

"4. That in consideration of defendant's stay and occupation of the said property, he agreed and bound himself to pay the plaintiff the sum of P37.00 per month, as reasonable rental thereof;

"5. That although the time or period allowed by the plaintiff has already elapsed, the defendant still continues to occupy and stay on the aforementioned property, and has refused and failed to vacate the said premises, despite repeated demands made upon him to do so;

"6. That likewise, the defendant has failed and refused to pay the monthly rental of P37.00 per month, as alleged in par. 4 of this complaint;

"7. That by reason of defendant's evident bad faith in refusing to comply with a just, valid and legal obligation in favor of the plaintiff, the latter was compelled to engage the services of counsel for a fee of P500.00, as well as incur expenses of litigation in a yet undetermined amount.

"WHEREFORE, it is respectfully prayed that judgment be rendered in favor of the plaintiff, ordering the defendant to pay to the former the sum of P37.00 per month, until he shall have completely vacated the property; to surrender the occupation and possession thereof to the plaintiff; to pay the sum of P500.00 as attorney's fees; to pay the costs; and further praying for such other relief as may be deemed just and equitable" (Annex A, pp. 9-10, rec.).

To said complaint, petitioner Ganadin filed his answer denying that the plaintiff is the owner of the house described in paragraph 2 of the complaint and likewise denying that he is the owner of the lot on which the said house is constructed, the same being subject of reversion proceedings in Civil Case No. Br. II-391, now on appeal by the Republic of the Philippines to the Supreme Court and as alleged in the special defenses. Among his special defenses, petitioner alleged -

"1. That sometime in January, 1960, and in view of the decision of the CFI in Civil Case No. Br. II-162 of which the defendant herein was one of those defendants declared in default due to the negligence of their counsel, the herein defendant was allowed to remain in the area described in paragraph 2 of the complaint provided that he must pay the P330.00 in 60 days and in that certain document defendant was deceived into conveying his (defendant) house in favor of the plaintiff to guarantee payment and to be reconveyed only upon complete payment of said P330.00, which defendant paid;

"2. That thereafter the plaintiff agreed to allow the defendant to have his house remain in the premises provided he (defendant) pays the rent of P15.00 a month that plaintiff agreed" (Annex B, pp. 11-13, rec.).

On June 14, 1961, after notice of hearing duly served upon the parties, respondent Ramos, as plaintiff therein, appeared with his counsel, Atty. Teofilo A. Leonin. Petitioner Ganadin, as defendant therein, did not appear but Atty. Prudencio Raquipo, in a special appearance for him, prayed for postponement of the hearing alleging that said defendant was sick in Manila. Plaintiff objected to the motion for being out of time and stated that had the postponement been asked for in advance, he and his lawyer would not have made the trip from Manila. At the same time, plaintiff moved that he be permitted to present documentary evidence after which he would rest his case. The court admitted the documentary evidence and had it marked as Exhibit "A" but granted a continuance for July 14, 1961 to give the defendant a chance to appear and file his objections to plaintiff's evidence, and to adduce his defense.

Exhibit "A" of the plaintiff is a contract between the plaintiff, now herein respondent Ramos and the defendant, now herein petitioner Ganadin, stipulating as follows:

"KNOW ALL MEN BY THESE PRESENTS:

"That I, Jose Ganadin, of legal age, married to _____ and resident of San Mateo, Isabela, is (sic) the absolute owner of a certain house of mixed strong materials located within a portion of the registered property of RICARDO RAMOS covered by Orig. Cert. of Title No. P-5619 of the Register of Deeds of Isabela.

"That by reason of the said occupation of my house on the property of Ricardo Ramos, I was adjudged by the Court of First Instance of Isabela to pay said Ricardo Ramos damages corresponding to the reasonable rental thereof and to vacate the premises.

"That I am in default in favor of said RICARDO RAMOS of the corresponding rental as adjudged in the aforementioned decision the total sum of THREE HUNDRED THIRTY THREE PESOS (P333.00), up to and including the month of February, 1960.

"That for and in consideration of the aforementioned amount, I hereby cede, transfer and convey by way of cession and in complete satisfaction of the said accrued rentals, the above-described house unto and in favor of the said RICARDO RAMOS.

"That as a condition of this sale that should I pay to RICARDO RAMOS the said amount of P333.00, plus the monthly amount of THIRTY SEVEN PESOS (P37.00) from March, 1960, within sixty (60) days from today, but not later than April 1, 1961, and to remove the said house from the premises within the said period, the ownership of said house shall be reconveyed to me and/or title thereof vested in me.

"IN WITNESS WHEREOF, I have hereunto signed these presents at San Mateo, Isabela, this 9th day of January, 1960.

(SGD) JOSE GANADIN

Vendor

(SGD) RICARDO RAMOS

Vendee

xx xx xx" (Annex D, p. 22, rec.).

Atty. Prudencio Raquepo accepted the notice of the order of the court for service upon the defendant Jose Ganadin. On July 14, 1961, again plaintiff and counsel appeared. However, Atty. Prudencio Raquepo, once more in a special appearance for the absent defendant, prayed for postponement, alleging that defendant was still in Manila recovering from flu, and that said defendant had contacted Atty. Juan Durian to handle his defense. Plaintiff vigorously objected to the motion on the ground that a one month postponement was long enough for the defendant to show interest, if any, to defend himself, and for his lawyer, Atty. Juan Durian, to file his appearance in the case. The motion for postponement was denied. Plaintiff was permitted to continue presenting his evidence ex-parte and to rest his case.

On October 11, 1961, the herein respondent justice of the peace rendered judgment (Annex C, pp. 14-15, rec.) against the defendant, ordering him to vacate and surrender the possession and occupation of the house in question to the plaintiff, to pay the accumulated rentals for the use and occupation of the said house from March 1960 up to the time he actually vacates and surrenders the premises, to pay P50.00 as attorney's fees and to pay the costs.

On November 2, 1961, petitioner filed a motion for reconsideration to set aside the said judgment (Annex E, pp. 23-25, rec.) on the grounds that the justice of the peace court has no jurisdiction to pass upon the question of ownership of the house in question and to interpret documents (relating specifically to Exhibit "A"), these being within the exclusive jurisdiction of the Court of First Instance. Petitioner likewise raised as ground the denial of defendant's day in court and the deprivation of his property without due process of law. The motion for reconsideration was denied in an order dated December 6, 1961 (Annex F, p. 26, rec.). Petitioner did not appeal the aforesaid judgment which became final and executory.

On February 2, 1962, upon motion for a nunc pro tunc order of respondent Ramos (Annex C-1, pp. 16-17, rec.) over the objection of petitioner on the ground that the decision had already become final (Annex C-2, pp. 18-19, rec.), respondent justice of the peace issued an order amending the dispositive portion of the October 11, 1961 decision, to this effect -

"NOW, THEREFORE, it is hereby ordered that the decision in this case must stand as it is except that the writ of execution which must be issued shall state the amount of monthly rental as P37.00 as stated in the body of the decision and the accumulated rentals to be computed from March 1960, up to the time of actual surrender of the premises" (Annex C-3, pp. 20-21, rec.).

A writ of execution dated March 21, 1962 was issued in accordance therewith (Annex G, p. 27, rec.).

Due to the impending execution of the aforementioned judgment, petitioner Ganadin, on April 6, 1962, filed before the Court of First Instance of Isabela, Cauayan Branch, a petition for certiorari, prohibition and injunction with a prayer for a writ of preliminary injunction, seeking to declare the decision of the justice of the peace null and void ab initio on the ground of lack of jurisdiction to render the same (pp. 1-8, rec.). As alleged by petitioner, Exhibit "A" is not an evidence of ownership but a mere contract of conditional sale or equitable mortgage and henceforth, the act of respondent justice of the peace in taking cognizance of the case amounted to foreclosure of mortgage in a summary proceeding for unlawful detainer, in violation of procedural requirements underlined in the Rules of Court. Petitioner likewise alleged that the said judgment, in effect, consolidated ownership in favor of respondent Ramos in the same proceedings contrary to the doctrine laid down in the case of Tacdoro vs. Arcenas, L-15312, November 29, 1960. Respondent through counsel, filed his answer with a counterclaim for moral and exemplary damages (pp. 40-43, rec.).

On April 12, 1962, the Court of First Instance of Isabela granted provisionally the writ of preliminary injunction upon petitioner Ganadin's filing of a surety bond in the amount of P300.00 (p. 51, rec.). Upon approval of the court (p. 74, rec.), an additional surety bond of P200.00 was filed by petitioner for the continuance of the aforesaid writ (pp. 113-114, rec.).

On June 20, 1962, respondent Ramos filed a supplemental pleading (pp. 110-111, rec.) praying, on the basis of the factual allegations therein, that in case the court in its decision on the merits declare that Ganadin was not entitled to the writ of preliminary injunction already issued, Ganadin be ordered to pay him all the intervening damages sustained by reason thereof, in addition to the counterclaim for damages in his answer to the petition. Respondent Ramos claimed that he was prevented from leasing the house and lot to a third party, thereby incurring damages at the rate of P120.00 per month, from March 1962 to the present. During the hearing, the court entertained the supplemental pleading and admitted evidence in support of the same over the objection of the defendant.

On September 29, 1962, the Court of First Instance of Isabela rendered its decision (pp. 115-134, rec.), ordering the definite dismissal of the basic petition for certiorari, prohibition and/or injunction and dissolving the writ of preliminary injunction. The hearing on the merits with respect to the counterclaim and the supplemental pleading was set for November 13, 1962.

On October 10, 1962, petitioner Ganadin filed a motion for reconsideration of the decision (pp. 135-142, rec.) but the same was denied by order of the court dated November 10, 1962 (pp. 147-148, rec.).

Not satisfied with the decision, petitioner seasonably filed his intention to appeal.

On July 31, 1963, the trial court rendered its supplemental decision on damages, the dispositive portion of which reads:

"WHEREFORE, the court hereby renders supplemental judgment ordering the herein petitioner Jose Ganadin to pay damages to the respondent Ricardo Ramos in the amount of ONE HUNDRED TWENTY PESOS (P120.00) as rental per month of the portion of the lot and house of the said respondent occupied by the petitioner from June 1, 1962 until the finality of the judgment, dissolving the writ of preliminary injunction heretofore issued" (pp. 232- 241, rec.).

Hence, the instant petition.

The main issue in this petition is whether or not the respondent justice of the peace had jurisdiction in rendering the judgment sought to be declared null and void.

Frequently, this question seems to have sparked controversies ultimately reaching this forum. By now, the resolution of the case is indubitable.

It is an elementary rule of procedural law that jurisdiction of the court over the subject matter is determined by the allegations of the complaint irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein. As a necessary consequence, the 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 depend almost entirely upon the defendant (Moran, Comments on the Rules of Court, Vol. I, 1970 ed., p. 37). Correspondingly, in ejectment cases, if the complaint shows that jurisdictional facts necessary to sustain the action and the remedy sought is merely to obtain possession, a justice of the peace court will have jurisdiction, regardless of any claim of ownership put forth by either the plaintiff or the defendant (concurring opinion of Mr. Justice Street in *Gonzales vs. Salas*, 49 Phil. 1).

Thus, in *Tavera-Luna vs. Nable*, 67 Phil. 340, this Court announced the rule that in an action for forcible entry and illegal detainer instituted to recover possession, the defendant cannot defeat that action merely by asserting in his answer a claim of ownership in himself. The only exception to this rule is when the question of ownership is so necessarily involved that it would be impossible to decide the question of mere possession without first settling that of ownership (*Dehesa vs. Macalalag*, 81 SCRA 543 [1978]; *Sy vs. Dalman*, 22 SCRA 834 [1968]; *Castro vs. de los Reyes*, 109 Phil. 64, 76 [1930]). This last doctrine, however, has been modified by Section 3(c) of Republic Act 5967 granting city courts concurrent original jurisdiction with the Court of First Instance to resolve the issue of ownership in conjunction with the issue of possession (*Pelaez vs. Reyes*, 85 SCRA 233 [1978]).

Nonetheless, the instant case is no exception. Petitioner Ganadin, however, insists that since the contract of conditional sale on which respondent Ramos based his cause of action is, actually, an equitable mortgage purporting to be a deed of sale *con pacto de retro*, the question of ownership is necessarily brought in issue, thereby divesting the justice of the peace court of jurisdiction. In effect, according to petitioner, the act of respondent justice of the peace in taking cognizance of the case amounted to foreclosure of mortgage in a summary proceeding for unlawful detainer in violation of procedural requirements set forth in the Rules of Court.

Obviously, this contention is unmeritorious. As WE have repeatedly ruled, WE must judge from the allegations and the prayer of the complaint and not from the allegations of the answer (*Fuentes vs. Bautista*, 53 SCRA 420 [1973]; *Simpao, Jr. vs. Lilles*, 40 SCRA 180 [1971]; *Vencilao vs. Camarenta*, 29 SCRA 473 [1969]; *Medel vs. Militante*, 41 Phil. 526 [1921]; *Mediran vs. Villanueva*, 37 Phil. 752 [1918]).

In the case of *Aguilar vs. Cabrera and Flameño* (74 Phil. 658, 665-666), reiterated in the case of *Judith vs. Abragan* (66 SCRA 600, 605-606 [1975]), this Court proceeded further to say -

"x x x This does not mean that the defendant will not be permitted to prove the allegations of his answer to rebut or destroy proofs that the plaintiff may offer in support of the allegations of his complaint. Without necessarily having to decide whether or not plaintiff's title to the property in question is valid, the respondent judge may, after having the evidence of both parties, determine, whether or not the complaint is true. If he finds that the complaint is not true because he believes that the proofs adduced in support thereof are overcome by the proofs of the defendant, he may dismiss the complaint, not because he has no jurisdiction over the case but because the plaintiff has failed to prove his complaint."

As a corollary, WE stated as early as in the case of *Supia and Batioco vs. Quintero and Ayala* (59 Phil. 312, 321, citing the case of *Pettit vs. Black* [13 Neb., 142, 154]), that -

"The answer is a mere statement of the facts which the party filing it expects to prove, but is not evidence. If, however, on the trial it should appear that the action is not in fact for the recovery of the possession of the

premises, but to determine a question of title, the court will have no authority to proceed, and the case must be dismissed. In other words, where the question to be determined is one of title, it will oust the court of jurisdiction. But the court has authority to proceed with the hearing of the cause until this fact is clearly established."

Unfortunately however, petitioner Ganadin failed to present evidence to prove his allegations despite full opportunity afforded him by respondent justice of the peace. Upon the other hand, respondent Ramos, with leave of court, presented documentary evidence *ex parte* to establish his cause and on this basis, rested his case. WE give no credence to petitioner's assertion that he was denied due process of law; for he was given full opportunity to adduce his evidence.

The fact remains that forcible entry and detainer actions are summary proceedings designed to provide an expeditious means of protecting actual possession which is presumed to be lawful, until the contrary is proven, from any disturbance implying a contrary presumption. Considerations, therefore, of public policy demand immediate disposal of the case at bar. This is the reason why justice of the peace courts, now municipal courts, have been given jurisdiction to entertain such action, said courts being more accessible and in a position to afford the promptest remedy through a simple procedure (*Republic vs. Guarin*, 81 SCRA 269 [1978]; *Vda. de Palanca vs. Chua Keng Kian*, 27 SCRA 356 [1969]; *Supia and Batioco vs. Quintero and Ayala*, *supra*; *Sevilla vs. Tolentino*, 51 Phil. 333) [1927]).

With these considerations, it is evident that the justice of the peace court correctly assumed jurisdiction.

Still, petitioner vigorously argued that judicial consolidation of ownership was, by implication, undertaken in the same proceedings contrary to the doctrine laid down by this Court in the case of *Teodoro vs. Arcenas* (*supra*) to the effect that

"x x x The petition to consolidate ownership under the article aforequoted does not partake the nature of a motion, it not being merely an incident to an action or a special proceeding (see Sec. 1, Rule 26, Rules of Court, 60 CJS 7) but is an ordinary action cognizable by the Court of First Instance."

The decision of the respondent justice of the peace did not effect consolidation of ownership of the house subject of the dispute in favor of respondent Ramos. The decision merely affirmed the ownership already vested in respondent Ramos by reason of Exhibit A. To shed light on this point, WE quote pertinent paragraphs of the challenged decision -

"It appears from the pleadings and the evidence of the plaintiff that he is the owner of that certain house of strong materials constructed on Lot 2 of plan E-4-617, bounded on the NE, by Barrio Road, and on the E, by property of Amado Cadelina, on the SW, by Provincial Road, and on the W, by the National Road, having acquired same by purchase from the defendant himself by virtue of an agree-ment of sale Exhibit 'A' executed on January 9, 1960 whereby defendant ceded, transferred and conveyed the said house in favor of the plaintiff for P333.00. In the same Exhibit 'A', the defendant and family was permitted to live in and occupy the said house and to pay the monthly rental of P37.00 beginning with the month of March, 1960. The lot on which the said house is constructed bears ORIGINAL CERTIFICATE OF TITLE No. P-5619 in the name of the plaintiff (Exhibit 'B'). The defendant has failed to pay the monthly rental of P37.00 from March, 1960, hence this complaint to eject him from the premises and to require him to pay the accumulated rentals and attorney's fees and costs. A letter of demand (Exhibit 'C') was duly served on defendant.

"For all the foregoing, the defendant is hereby sentenced to vacate and surrender the possession and occupation of the house in question to the plaintiff, to pay the accumulated rentals for the use and occupation of said house from March, 1960, up to the time he actually vacates and surrenders the premises, to pay P50.00 as attorney's fees, and to pay the costs" (pp. 14-15, rec.).

Obviously, the first paragraph of the decision as aforequoted only served as premise for the order to vacate and surrender the possession and occupation of the house as contained in the dispositive portion, second paragraph of quotation. Worth noting is the fact that private respondent did not pray for consolidation of ownership in his complaint for illegal detainer nor did he ask to be declared owner of the property. In all probability, respondent justice of the peace merely acted in accordance with Section 4, Rule 72, now Rule 70 of the Rules of Court, stating that: "Evidence of title to the land or building may be received solely for the purpose of determining the character and extent of possession and damages for detention." Moreover, Section 7 of the same Rule provided that: "The judgment rendered in an action for forcible entry or detainer shall be effective with respect to the possession only and in no wise bind the title or affect the ownership of the land or building. Such judgment shall not bar an action between the same parties respecting title to the land or building, nor shall be held conclusive of the facts therein found in a case between the same parties upon a different cause of action."

It must be borne in mind that the only issue involved in ejectment proceedings is - as to who is entitled to the physical or material or factual possession of the premises - that is, possession de facto and not possession de jure. Issues as to the right of possession or ownership are not involved in the action and evidence thereon is not admissible except only for the purpose of proving the extent and character of possession (*Gutierrez vs. Magat*, 67 SCRA 262 [1975]; *Consing vs. Jamandre*, 64 SCRA 1 [1975]; *Bautista vs. Fernandez*, 38 SCRA 548 [1971]; *Dizon vs. Concina*, 30 SCRA 897 [1969]; *Subano vs. Vallecer*, L-11867, March 24, 1959; *Pitarque vs. Sorilla*, 48 O.G. 3849).

From the foregoing, the conclusion is manifest that the Court of First Instance of Isabela decided correctly in dismissing the petition.

Our attention, however, is called to the supplemental judgment of the court ordering petitioner to pay damages to respondent Ramos in the amount of P120.00 as rental per month, for the use and occupation of the lot and house, from June 1, 1962 until the finality of the judgment. Upon examination, WE find the award of damages to be justified. In actions for forcible entry and detainer, plaintiff is entitled to damages which he may have sustained as a mere possessor. As material possession involves the enjoyment of the thing possessed, its use and the collection of its fruits, plaintiff must necessarily be compensated for such deprivation. In other words, he may recover damages equivalent to the reasonable value of the use and occupation of the property subject of the litigation. And the reasonable compensation for such use and occupation may legally be measured by the fair rental value of the property (*De Laureano vs. Adil*, 72 SCRA 148 [1976]; *Reyes vs. Court of Appeals*, 38 SCRA 138 [1971]; *Ramirez vs. Sy Chit*, 21 SCRA 1364 [1967]).

In the instant case, respondent Ramos was deprived of the use and occupation of his property for an unreasonable length of time. During the pendency of this case, he did not enjoy any protection of his possessory rights as implicitly delineated in Rule 70, Section 8 of the Rules of Court, which reads:

"Immediate execution of judgment. How to stay same. If judgment is rendered against the defendant, execution shall issue immediately, unless an appeal has been perfected and the defendant to stay execution files a sufficient bond approved by the justice of the peace or municipal court and executed to the plaintiff to enter the action in the Court of First Instance and to pay the rents, damages and costs accruing down to the time of the judgment appealed from, and unless, during the pendency of the appeal, he deposits with the appellate court the amount of rent due from time to time under the contract, if any, as found by the judgment of the justice of the peace or municipal court to exist. In the absence of a contract, he shall deposit with the court the reasonable value of the use and occupation of the premises for the preceding month or period at the rate determined by the judgment, on or before the tenth day of each succeeding month or period. The supersedeas bond shall be transmitted by the justice of the peace or municipal court, with the other papers, to the clerk of the Court of First Instance to which the action is appealed.

"All moneys so paid to the appellate court shall be deposited in the provincial or city treasury, and shall be held there until the final disposition of the appeal, unless the court, by agreement of the interested parties, or in the absence of reasonable grounds of opposition to a motion to withdraw, or for justifiable reasons, shall decree otherwise. Should the defendant fail to make the payments above prescribed from time to time during the pendency of the appeal, the appellate court, upon motion of the plain-tiff, of which the defendant shall have notice, and upon proof of such failure, shall order the execution of the judgment appealed from with respect to the restoration of possession, but such execution shall not be a bar to the appeal taking its course until the final dis-position thereof on its merits.

"xx xx xx xx."

Records disclose that petitioner Ganadin failed to file a sufficient supersedeas bond. Besides, even if a sufficient supersedeas bond had been filed, the rights of respondent Ramos could not have been amply protected because the supersedeas bond answers only for back rentals as fixed in the judgment and not for future rents or damages that may accrue during the pendency of the appeal which are guaranteed by the periodical deposits or payments to be made by the defendant (*De Laureano vs. Adil*, supra; *Acibo vs. Macadaeg*, 120 Phil. 444 [1964]; *Sison vs. Hon. Bayona, et al.* 109 Phil. 557 [1960]). Adversely, petitioner likewise failed to deposit the rents due from time to time or the reasonable value of the use and occupation of the premises in question. Despite such failure and the fact that the inferior court's judgment had already become final and executory, no execution was undertaken. Needless to say, the long years of dispossession resulted in the accumula-tion of losses on the part of respondent Ramos, the prejudice becoming even more glaring if we consider the change or rise in value concomitant with the passing of time. Justifiably, private respondent should receive a reasonable amount corresponding to the loss of the use and occupation of his property.

For these reasons, the supplemental judgment of the Court of First Instance is hereby affirmed.

WHEREFORE, THE PETITION IS HEREBY DENIED; THE DECISIONS DATED SEPTEMBER 29, 1962 AND JULY 31, 1963 ARE HEREBY AFFIRMED; AND THE PETITIONER IS HEREBY DIRECTED TO PAY TO RESPONDENT RICARDO RAMOS DAMAGES IN THE AMOUNT DECREED BY THE LOWER COURT IN ITS DECISION DATED JULY 31, 1963. COSTS AGAINST PETITIONER.

SO ORDERED.

Teehankee, (Chairman), Fernandez, Guerrero, De Castro, and Melencio-Herrera, JJ., concur.

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