

MANUFACTURER'S DISTRIBUTORS, INC., PLAINTIFF AND APPELLANT, VS. YU SIU LIONG, DEFENDANT AND APPELLEE.

G.R. No. L-21285. April 29, 1966

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

Appeal on points of law from an order of the Court of First Instance of Manila, in its Civil Case No. 42117, sustaining and affirming an order of the Municipal Court of the same city dismissing the original complaint for want of jurisdiction.

Appellant herein, Manufacturer's Distributors, Inc., had filed action in the Municipal Court of Manila, Branch III, seeking to compel defendant-appellee, Yu Siu Liong, to accept delivery of 74,500 pieces of plastifilm bags, balance of 100,000 pieces ordered by said defendant and supplied by the plaintiff, because—

"defendant for no justifiable reason failed and refused, and still fails and refuses, to take delivery of the balance of 74,500 pieces of plastifilm bags and to pay the cost of the bags already delivered to him." (R. App., p. 5).

The complaint prayed as follows:

"WHEREFORE, it is respectfully prayed that judgment be rendered—

- Ordering defendant to take delivery of the balance of 74,500 pieces of his order for plastifilm bags;
- Ordering defendant to pay plaintiff the amount of P3,376.00, the value of the 100,000 pieces of plastifilm bags ordered by him from plaintiff, plus 12% interest per annum thereon until fully paid; and
- Ordering defendant to pay plaintiff the amount of P844.00, for and as stipulated attorney's fees.
- Granting plaintiff such other reliefs as may be deemed just and equitable in the premises."

Defendant filed a motion to dismiss on the ground that, the subject of the litigation being specific performance, the same lay within the exclusive jurisdiction of the Court of First Instance. The Municipal Court upheld defendant and dismissed the complaint; whereupon, plaintiff appealed to the Court of First Instance. The latter, upon reiteration of the motion to dismiss, agreed with the Municipal Court, and affirmed title order of dismissal with costs, saying:

"Plaintiff's action before the Municipal Court was one for specific performance. The issue centered on whether or not the refusal of the defendant to accept delivery of the balance of 74,500 pieces of plastifilm bags worth P2,560.00 was justified. Consequently, this Court agrees with the Municipal Court that the matter, whether refusal to accept delivery of said plastifilms was justified or not is not capable of pecuniary estimation and was, therefore, not cognizable by the Municipal Court."

Once more, the plaintiff appealed to this Court, contending that the subject of the litigation were the 100,000 plastifilm bags, contracted for by defendant at a total price of P3,376.00, and, therefore, it was susceptible of

pecuniary estimation.

We find the appeal untenable. There is no controversy as to the contractual price for the plastifilm bags; the dispute, as correctly found by the courts below, is whether or not the defendant-appellee was or was not justified in its refusal to accept the delivery of the bags. This matter plainly is not capable of pecuniary estimation, and, therefore, is not within the jurisdiction of the Municipal Court to entertain. Speaking of the original jurisdiction of the Justice of the Peace and Municipal Courts, the Judiciary Act, as amended, in its section 88, after conferring original jurisdiction in Justice of the Peace and Municipal Courts over cases where the value of the subject matter or amount of the demand does not exceed P5,000.00, provides nevertheless in its paragraph 2:

"The jurisdiction of a justice of the peace and judge of a municipal court shall not extend to civil actions in which the subject of litigation is not capable of pecuniary estimation, except in forcible entry and detainer cases; nor to those which involve the legality of any tax, impost or assessment; nor to actions involving admiralty or maritime jurisdiction; nor to matters of probate, the appointments of trustees or receivers; nor to actions for annulment of marriages; * * *"

jurisdiction over the classes of cases thus excluded being conferred on the courts of first instance (Judiciary Act, section 44).

That plaintiff's complaint also sought the payment by the defendant of P3,376.00 plus interest and attorney's fees, does not give a pecuniary estimation to the litigation, for the payment of such amounts can only be ordered as a consequence of the specific performance primarily sought, in other words, such payment would be but an incident or consequence of defendant's liability for specific performance. If no such liability is judicially declared, the payment can not be awarded. Hence, the amounts sought do not represent the value of the subject of litigation.

"Subject matter over which jurisdiction can not be conferred by consent, has reference, not to the res or property involved in the litigation nor to a particular case, but to the class of cases, the purported subject of litigation, the nature of the action and of the relief sought (Appeal of Maclain, 176 NW. 817)."

Specifically, it has been held that:

"The Court has no jurisdiction of a suit for specific performance of a contract, altho the damages alleged for its breach, if permitted, are within the amount of which that court has jurisdiction" (Mebane Cotton Breeding St'n. vs. Sides, 257 SW. 302; 21 C.J.S. 59, note)."

Plaintiff relies on our ruling in Cruz vs. Tan, 48 Off. Gaz., 132 (87 Phil. 627); but in said case, the plaintiff had made an alternative prayer: specific performance or payment of the sum of P644.31. The alternative prayer meant that the payment of the latter sum was a pecuniary estimation of the specific performance sought, since it would equally satisfy the claims of the plaintiff. But in the present case, the payment in money is not an alternative equivalent, but a consequence or result of the specific performance, and hence can not constitute a pecuniary estimation thereof.

Wherefore, the order of dismissal under appeal is affirmed. Costs against the plaintiff-appellant, Manufacturer's Distributors, Inc.

Bengzon, C.J., Bautista Angelo, Concepcion, Barrera, Dizon, Regala, Makalintal, Bengzon, Zaldivar, and Sanchez, JJ., concur.

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