

CORAZON ALEGRE, ET AL., PLAINTIFFS, MARCIANO BAO, RAFAEL ADELAN, SALUD LUALHATI, ELENA MORALES, PEDRO MARCELO, WILLIAM SAÑOSA, MILAGROS SANTIAGO, VIOLETA TAN, TOMAS IGNACIO, MAR...

G.R. No. L-24664. May 29, 1968

Ponente: CONCEPCION, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/1a8b36ccbdfb/>

CONCEPCION, C.J.:

Direct appeal, on questions purely of law, taken by four-teen (14) of the original eighteen (18) plaintiffs herein, from a decision of the Court of First Instance of Manila dismissing their complaint.

Defendant Victorina G. de Laperal is the owner of a number of apartment houses located at Vision Street corner Dimasalang Street and Aurora Boulevard, Manila. In the year 1964 and for about three (3) years prior thereto, plaintiffs herein occupied, as defendant's tenants, distinct and separate apartments of said houses. On October 27, 1964, defendant notified plaintiffs that, effective January 1, 1965, they would have to pay the increased rentals specified in the notices respectively served upon them, and that, if not agreeable to said increase, they should vacate their respective premises. Plaintiffs were, however, unwilling, either to pay the increased rates of rentals, or to vacate their respective apartments. Instead, on January 5, 1965, they judi-cially consigned the amount of the old rentals and commenced the present action in the Court of First Instance of Manila. Plaintiffs prayed that the defendant be ordered to receive the rentals at the old rates; that the duration of the lease contracts between the parties be fixed; and that the defendant be sentenced to pay damages.

In her answer, the defendant alleged that her contract with the plaintiffs is for a fixed term, on a month to month basis; that she is entitled to increase the rentals at the expiration of each month; and that, if the plaintiffs are unwilling to pay such increase, they should vacate the apartments occupied by them.

After appropriate proceedings, or on April 30, 1965, the lower court rendered judgment dismissing plaintiffs' complaint, and sentencing them to vacate the premises respectively occupied by them, as well as to pay back rentals at the old rates, up to thirty (30) days from notice of said judgment, and, thereafter, at the in-creased rates, until they shall have vacated said premises, and the costs.

On May 7, 1965, plaintiffs gave notice, which was amended on May 24, 1965, of their intention to appeal to the Supreme Court. On May 26, 1965, or prior to the approval of plaintiffs' record on appeal, on May 29, 1965, defendant moved for the execution of said judgment, upon the ground that plaintiffs had failed to deposit the monthly rentals specified in the judgment. On May 29, 1965, the parties agreed in open court that plaintiffs be given up to June 14, 1965, to deposit said rentals; but, still the deposit was not made. Hence, on June 26, 1965, the lower court authorized the execution of its judgment, during the pendency of the appeal. Thereupon, or on June 30, 1965, plaintiffs moved with the Supreme Court, in this appeal, for a writ of preliminary injunction to restrain the execu-tion of said judgment, but, we denied the motion.

In their brief, plaintiffs maintain that the lower court erred: 1) in allegedly deciding that the lease contract between the parties is for a definite period; 2) in failing to take judicial notice of Ordinance No. 4841, Series of 1963, of the City of Manila, and to hold that the increased rentals, sought to be collected by the defendant, exceed the limit fixed in said ordinance; 3) in dismissing plaintiffs' complaint; and 4) in ordering the execution of the decision appealed from, during the pendency of the appeal.

Plaintiffs argue that, since the rentals agreed upon with the defendant were on a month to month basis, in consequence of which the lease is deemed to be monthly, the period of the lease is considered by law as not fixed. Based upon this premise and upon the fact that they had occupied defendant's premises for over one year, plaintiffs conclude that the lower court erred in not fixing a longer term for the lease, pursuant to Article 1687 of our Civil Code.

This legal provision does not bear out plaintiffs' pretense. Even if their contracts were not for a fixed period, the law does not grant the lessees a positive right to demand a longer term for the lease. Said Article 1687 vests in the court the authority, which it may exercise or not, to "fix a longer term." Plaintiffs have not even tried to show that the lower court had abused its discretion in not extending the term for the lease. Moreover, we have held that said extension may be sought by the tenant before, not after the termination of the lease.^[1] The case at bar was commenced, on January 5, 1965, or five (5) days after the expiration of the lease contract, pursuant to defendant's notice to the plaintiffs dated October 27, 1964.

Upon the other hand, the city ordinance invoked by the plaintiffs prohibits lessors or sublessors "from increasing the rentals to an amount in excess of ten (10%) per centum per annum of the assessed value of the building leased or subleased and the land on which the building stands." There is, however, no competent evidence on the assessed value of said building and land. Hence, the lower court had no means to ascertain, from the evidence on record, whether or not the increased rentals exceed the limit fixed in said ordinance, even if judicial cognizance thereof had been taken.

Inasmuch as plaintiffs' objection to the decision appealed from is based upon the two (2) issues we have just found to be devoid of merit, it follows that said decision must be affirmed.

The last issue posed by the plaintiffs refers to the writ of execution of the decision appealed from, issued by the lower court during the pendency of the appeal. Plaintiffs assail the authority of said court to order said execution under Section 10 of Rule 70 of the Rules of Court, upon the ground that this case is one for specific performance and consignment with damages, not a forcible entry and detainer case, to which said section applies. Even if plaintiffs' theory as regards the nature of this case were correct with respect to the cause of action set forth in their complaint, it is untenable insofar as defendant's counterclaim or cross-claim is concerned. Indeed, it is substantially alleged in said pleading of the defendant that plaintiffs herein, as her former lessees, were unlawfully withholding from her the possession of her aforementioned land and buildings, after the expiration or termination of their right of possession thereto, and that said unlawful withholding was barely two (2) weeks at the time of the filing of said counter-claim or cross-claim, on January 15, 1965. In other words, all elements essential to an unlawful detainer case, under Rule 70 of the Rules of Court, were pleaded in defendant's aforementioned counterclaim or cross-claim. In fact, defendant manifestly intended the same to partake of the nature of a complaint for unlawful detainer, as evidence by the fact that said pleading was verified,^[2] which is not necessary in ordinary actions.

We are not unmindful of the fact that unlawful detainer cases may not be initiated in Courts of First Instance. Neither must we overlook, however, that, "arising out of" or being "necessarily connected with the transaction or occurrence that is the subject-matter" of plaintiffs' complaint herein, defendant's aforementioned counterclaim or

cross-claim was a necessary one, which would have been barred, had she not set it up in the case at bar.[3] In fact, plaintiffs do not now contest the jurisdiction of the lower court over the subject-matter of said counterclaim or cross-claim or to grant the relief therein prayed for.

Inasmuch as plaintiffs had not deposited the amount fixed in the decision appealed from, it follows that the lower court has not erred in ordering the execution of said decision, pursuant to Section 10, in relation to Section 8 of Rule 70 of the Rules of Court.

Regardless, however, of defendant's counterclaim or cross-claim, and even if we considered plaintiffs' complaint as character-izing this case as an ordinary action, the lower court had authority to order the execution of its decision, under Rule 39, Section 2, of the Rules of Court, defendant's motion for execution having been filed before the approval of plaintiffs' record on appeal. Such ap-proval did not divest the court of its jurisdiction to entertain said motion and grant the same, for:

"x x x the approval given to the record on appeal filed by the petitioner in the court below was merely provisional; and that both the court and the parties understood that such approval was not final, since there was another question still pending, to wit, whether a writ of execution should be issued pending appeal. It is to be presumed that the court and the parties knew that if the court granted the writ of execution, its order had to be included in the records to be elevated to the appellate court (Rule 39, sec. 2) and hence, the record of appeal, as it stood before the court acted on the motion for execution, could not be considered complete and definitive. x x x. That being the case, the court retained jurisdiction to resolve the motion for execution and to order it issued unless the appellant filed the corresponding supersedeas bond. The subsequent issuance of the writs of execution were mere implementations of the power thus reserved and consequently, it can not be said that the court acted without or in excess of its juris-diction in issuing the same." [4] (Underscoring supplied.)

WHEREFORE, the decision appealed from is hereby affirmed, with costs against plaintiffs-appellants.

Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Castro, and Angeles, JJ., concur.

[1] Prieto vs. Santos, 98 Phil., 509.

[2] Rule 70, Section 1, Rules of Court.

[3] Rule 9, Section 4, Rules of Court.

[4] Laurilla vs. Uichangco, 104 Phil., 171. See, also, Alcober vs. Garciano, L-24665, May 23, 1968.

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.