

**RESTITUTA GINDOY, PETITIONER, VS. HON. LAURO L. TAPUCAR, AS
PRESIDING JUDGE OF BRANCH I, COURT OF FIRST INSTANCE OF
AGUSAN DEL NORTE AND BUTUAN CITY, AND HEIRS OF DY TEBAN,
REPR...**

G.R. No. L-43257. January 20, 1977

Ponente: BARREDO, J.

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BARREDO, J.:

Petition for certiorari to declare null and void the decision of respondent Court of First Instance of Agusan del Norte and Butuan City in its Civil Case No. 1779, an appeal from a judgment of the City Court of Butuan City in an ejectment case, Civil Case No. 992 thereof, dismissing herein petitioner's complaint. Two substantial grounds are alleged: (1) that the impugned decision suffers from the constitutional infirmity of denying due process to petitioner by not stating the facts and the law on which the judgment is based, and (2) that the said decision is palpably contrary to law.

The decision in question reads as follows:

"This is an appeal from the judgment of the City Court of Butuan, Branch II, the dispositive portion of which reads as follows:

'WHEREFORE, in view of all the foregoing considerations, judgment is hereby rendered in favor of defendants by ordering plaintiff to respect the leasehold right of defendants on the building in question for a period of seven (7) years reckoned from July 1, 1974, with a monthly rental rate to not more than P500.00 per door per month for the three (3) doors presently occupied by defendants and in justice to plaintiff, defendants are hereby ordered to pay plaintiff the rental agreed by the parties under Exhibit 'A' effective from the time plaintiff refused, to receive rental from defendants before filing of this case to the date of this decision.

'To pave the way to early reconciliation of the mind of the parties and in compliance with this decision, all claims for damages, exemplary or otherwise, counterclaim, attorneys fees are hereby denied to the parties.'

On August 19, 1975 the Clerk of Court set this case for preliminary hearing and as a result thereof then Honorable Judge Vicente B. Echaves, Jr. of this Court, conformably to Rep. Act 6031 required the parties to file their memoranda within thirty days after which period this case shall be deemed submitted for decision.

The parties filed simultaneously their memorandum (Record, pp. 339-354 and 360-366).

This Court, after going over the testimonial and documentary evidence submitted by the parties, as well as their memorandum, finds no reason to disturb the findings of the trial court.

WHEREFORE, the judgment of the trial court is affirmed in all respects. With costs against the appellant.

SO ORDERED."

It is contended by petitioner that such a manner of disposing her appeal is violative of Section 1 of Rule 36 of the Rules of Court and Section 9 Article X of the Constitution of the Philippines, which together require that every decision of a court of record shall clearly and distinctly state the facts and the law on which it is based. According to petitioner, since in her memorandum submitted to respondent court, she specifically assigned three errors as having been committed by the City Court, namely:

- "1. That the Court a quo acted arbitrarily, with grave abuse of discretion and without jurisdiction in extending a lease contract with a fixed period;
2. That in thereby creating a sort of forced lease between the parties, the Court a quo impaired and derogated the lease contract (Exh. A), which had the force of law between the parties; and
3. That the appealed judgment is contrary to law, the evidence and facts presented and adduced during the trial, and settled doctrines on lease."

it was the ineludible duty of respondent court to pass on the merits of said assigned errors, stating in the process the facts and the law supporting its resolution thereof, and for failure to do so by merely affirming the City Court's decision without any discussion, as may be seen above, she has been denied due process, apart from committing grave abuse of discretion amounting to excess of jurisdiction rendering its decision null and void. Petitioner maintains further that in any event, respondent court committed a reversible error of law in adopting the holding of the City Court which in effect extended the expired contract of lease between petitioner and private respondent notwithstanding that the parties themselves have not yet arrived at an agreement in regard thereto.

In the light of the circumstances extant in the record, We are persuaded that petitioner's contentions deserve serious consideration.

As regards the first point, Section 1 of Rule 36 provides:

"SECTION 1. Rendition of judgments. - All judgments determining the merits of cases shall be in writing personally and directly prepared by the judge, stating clearly and distinctly the facts and the law on which it is based, signed by him, and filed with the clerk of the court."

As already indicated, the provision implements what the Constitution ordains. And the reason for such a requirement is obvious. As Justice Fernando very aptly put it in *Jose vs. Santos*, 35 SCRA 538, 542, "It is worth noting that this provision of the Constitution did not provoke any debate. The delegates apparently were of one mind as to its desirability. It is intended to assure that judicial decisions can stand the light of scrutiny both from the bar and the informed public and that party litigants are not left in the dark as to the basis of the decision arrived at". Thus, to comply with the constitutional mandate, it is essential that a decision on the merits of a controversy must state enough facts borne by the evidence on record, as the rational basis thereof as well as a clear statement of the legal ground or grounds supporting the judgment. This, in so far as trial courts are concerned. But with regard to appellate courts, the circumstance that in appeals by writ of error, "no error which does not affect the jurisdiction over the subject-matter will be considered unless stated in the assignment of errors and properly argued in brief" (Sec. 7, Rule 51) makes it indispensable for the appellant to specify the errors he claims have been committed by the trial court. Consequently, the appellate court should correspondingly pass upon all the assigned errors, except when it is evident that the resolution of less than all of them would make discussion of the rest either purely academic, bearingless, or a matter of ineludible corollary consequence.

Republic Act 6031, amending Section 45 of the Judiciary Act, regulates appeals from decisions of inferior courts, thus:

"SEC. 45. Appellate jurisdiction. - Courts of First Instance shall have appellate jurisdiction over all cases

arising in city and municipal courts, in their respective provinces, except over appeals from cases tried by municipal judges of provincial capitals or city judges pursuant to the authority granted under the last paragraph of section 87 of this Act.

Courts of First Instance shall decide such appealed cases on the basis of the evidence and records transmitted from the city or municipal courts: Provided, That the parties may submit memoranda and/or brief with oral argument if so requested: Provided, however, That if the case was tried in a city or municipal court before the latter became a court of record, then on appeal the case shall proceed by trial de novo.

In cases falling under the exclusive original jurisdiction of municipal and city courts which are appealed to the courts of first instance, the decision of the latter shall be final: Provided, That the findings of facts contained in said decision are supported by substantial evidence as basis thereof, and the conclusions are not clearly against the law and jurisprudence; in cases falling under the concurrent jurisdictions of the municipal and city courts with the courts of first instance, the appeal shall be made directly to the court of appeals whose decision shall be final: Provided, however, That the Supreme Court in its discretion may, in any case involving a question of law, upon petition of the party aggrieved by the decision and under rules and conditions that it may prescribe, require by certiorari that the case be certified to it for review and determination, as if the case had been brought before it on appeal. (RA Nos. 2613 & 6031.)

Accordingly, the appeal from a decision of an inferior court is in the nature of a total review where the appellate court scrutinizes the whole record and renders new decision based thereon. In this connection, it may be recalled, that under the procedure before Republic Act 6031, a Court of First Instance was supposed to hold a trial de novo in case of an appeal from an inferior court, inasmuch as upon perfection of the appeal the decision of the inferior court was deemed vacated and the case tried by the Court of First Instance as if it were originally filed therewith. But despite such change in procedure, essentially, the function now of the Courts of First Instance in deciding such appeals remains the same as before; they are supposed to resolve the controverted issues anew without regard to the findings and conclusions of the inferior court, albeit in rendering judgment under such new procedure, it is permissible for the judge of the Court of First Instance to merely textually declare affirmance of the appealed, decision instead of rendering a new decision stating its own disposition of the case without regard to that of the lower court. In other words, the court does not need to make any disposition of its own when in its opinion the judgment of the inferior court should be affirmed.

It is significant, however, that the above provision grants the parties the right to submit, upon the docketing of their appeal in the Court of First Instance, "memoranda and/or brief with oral argument, if so requested", which the court cannot deny. And the common notion of a brief is that it may contain assignments of errors, as what happened in this case. So, when such an assignment of errors is actually made in the brief or memorandum of the appellant, the nature of the appeal partakes of the nature of one by writ of error, under which, the court is supposed to pass upon the errors so assigned. Upon these premises, the question to resolve, therefore, is, what is the legal consequence of the failure of respondent court to pass squarely on the errors assigned by petitioner in her memorandum filed at the instance of the court itself?

Apart from the obvious reasons stated by Justice Fernando in *Jose v. Santos*, supra, and quoted above underlying the constitutional requirement that a court should state in its decision on the merits of the controversy before it its findings of fact and conclusions of law, it must be considered that it is as important to a losing litigant to know that the court has not found for him as to be convinced that there are just and valid reasons supporting the adverse judgment of the court against his contentions. Indeed, it can be very frustrating for a lawyer to argue as best he can, as he must, only to lose his case without knowing exactly why. Of course, the court is not supposed to deal with each and every argument of counsel, but where the points specifically raised and discussed by counsel are not patently insubstantial and groundless, it is certainly short of the essence of justice that he should be left

guessing why the court has found no merit in them. Much of the sting of losing can be assuaged by the realization that one's posture has been duly weighed and taken into account, even in the instances when the conclusions of the court either as to facts or as to law do not appear to the party aggrieved thereby to be totally correct.

Under the above-quoted provision of Republic Act 6031, "in cases falling under the exclusive original jurisdiction of municipal and city courts which are appealed to the courts of first instance, the decision of the latter shall be final: Provided, That the findings of facts contained in said decision are supported by substantial evidence as basis thereof, and the conclusions are not clearly against the law and jurisprudence; in cases falling under the concurrent jurisdictions of the municipal and city courts with the courts of first instance, the appeal shall be made directly to the court of appeals whose decision shall be final: Provided, however, that the supreme court in its discretion may, in any case involving a question of law, upon petition of the party aggrieved by the decision and under rules and conditions that it may prescribe, require by certiorari that the case be certified to it for review and determination, as if the case had been brought before it on appeal." Such being the case, the court to which the appeal is made from the decision of the Court of First Instance is not supposed to review the record but has to act on the basis solely of what appears on the face of the appealed decision, for only questions of law may be raised relative thereto. Hence, unless said decision is complete with a statement of the facts and the law on which it is based, the appellate court would not be in a position to expeditiously determine the correctness or incorrectness thereof. True it is that the Court of First Instance may adopt in toto either expressly or impliedly the findings and conclusions of the inferior court, and as a rule, such adoption would amount to a substantial compliance with the constitutional mandate discussed herein, but where, as in this case, the specific arguments presented against the decision of the inferior court are of such nature that a blanket affirmance of said decision does not in fact adequately dispose of the strictures against it, it is but proper, if only to facilitate the action to be taken by the appellate court on the petition for review, that the concrete bases of the impugned decision should appear on its face, instead of the appellate court having to dig into the records to find out how the inferior court resolved the issues of the case.

Thus, in the case at bar, where petitioner made the assignment of errors quoted earlier above, nowhere in the decision of respondent court can it be gathered why such assigned errors, substantial as they are, deserved to be passed sub-silentio. Indeed, it cannot be said that they were already sufficiently discussed in the appealed decision, for the simple reason that the inferior court could not have passed on the issue of whether or not it had committed a grave abuse of discretion or had acted arbitrarily. We are actually at a loss why His Honor did not see any flaw in the decision it had reviewed, it having been alleged that the same is arbitrary or manifestly contrary to law. After all, it is the decision of respondent court We are called upon to review, not that of the inferior court. In brief, We hold that whenever in connection with an appeal to the Court of First Instance from a decision of an inferior court rendered in the exercise of the latter's exclusive original jurisdiction, pursuant to Section 45 of the Judiciary Act, as amended by Republic Act 6031, the memorandum of the appellant makes specific assignments of errors which do not appear to be obviously inconsequential, unsubstantial or patently erroneous, it is a reversible error for the Court of First Instance to entirely ignore and not expressly pass upon the errors assigned. It would not be enough for the court to say, as in the instant case, that it "finds no reason to disturb the findings of the trial court", even if it asserts that it has gone "over the testimonial and documentary evidence submitted by the parties". It is Our considered view that the better rule is that in case of such an appeal to the Court of First Instance from an inferior court, the former should state the facts and the law on which its decision is based, as required by the Constitution, with due regard to the assignment of errors, if any, made by the appellant, if only to enable the higher appellate court to act on any possible petition for review thereof without having to go to the trouble of searching for the reasons supporting the same in the decision of the inferior court. The practice followed by the Court of Appeals of issuing extended opinions whenever it acts on petitions in

special civil actions filed with it commends itself here, for indeed, this Court to which the resolution could be taken would not be able to act properly unless it knows the reasons for the action of the Court of Appeals. In this connection, for obvious reasons, the practice of making minute resolutions and of disposing of cases with simple declarations of affirmance must be deemed reserved only to the Supreme Court.

Regarding the second contention of petitioner that the holding of respondent court extending by its own fiat and without any mutual agreement of the parties the contract of lease of the premises in question for seven years is grossly and palpably erroneous, it should be stated that ordinarily, such an issue may not be raised in an original action of certiorari because at best the error would be one of judgment and not of jurisdiction. It is contended, however, that it was grave abuse of discretion for the inferior court to practically create a contract between petitioner and private respondents without their mutual consent.

We cannot see the grave abuse of discretion pretended. What happened here is that the inferior court considered the various circumstances attending the lease and its expiration in the light of the provisions of Presidential Decrees Nos. 20 and 76 governing the rentals of residential buildings and apartments and drew therefrom the conclusion that on grounds of equity, respondents should be given the right to additional leasehold rights for another seven years. Of course, such a proposition is obviously untenable. Presidential Decrees 20 and 76 refer exclusively to residences, and the apartment here in controversy is admittedly used for commercial purposes mainly. But, such an erroneous view does not amount to arbitrariness, particularly when it is considered that decision makes mention of some facts which, although short of making a good case of equity, negate capriciousness in the conclusion arrived at. For instance, it is not denied by petitioner that the money used to construct the whole building was advanced by the deceased father of respondents and that during the whole period of the lease, there was hardly any delay in the payment of the rentals due petitioner. Certiorari, therefore, does not lie here.

In sum, this is a case where the contract of lease between the parties has already expired and despite several chances given to respondents by petitioner to make proper arrangements with her before its termination with a view to its extension, respondents responded with nothing but indifference. Only after the contract had lapsed and they were sued for ejectment did they begin to make approaches. Under these circumstances, it is quite obvious that no remedy lies in law to compel petitioner to grant them farther time.

As correctly held by the Butuan City Court in one portion of its decision in this very case, "Article 1673, New Civil Code, enumerates the causes for which the lessor may judicially eject the lessee, namely: (1) 'when the period agreed upon, or that which is fixed for the duration of the leases under Articles 1682 and 1687, has expired.'" (p. 60 Record) Indeed, when a lease is made for a determinate time, it ceases upon the day fixed, without the need of a demand. (Art. 1669, New Civil Code.) "If the period ends, and there is no implied new lease, the lessee would be holding the property illegally. Therefore he may be ousted by unlawful detainer proceedings. Moreover, the lessor may now lease the property to another (Rivera v. Trinidad, 48 Phil. 316). Indeed the lessee who refuses to vacate has become a deforciant and can be ousted judicially without the need of a demand (Bulahan et al, v. Tuason et al, L-12020, Aug. 31, 1960)." (p. 301, Paras Civil Code, V.)

"The rule is settled that the owner of land (property) leased has the right not only to terminate the lease at the expiration of the term, but also to demand a new rate of rent. The tenant or the lessee has the option either to accept the new rent or vacate the premises." (Bulahan vs. Tuason, 109 Phil. 251, citing Iturralde vs. Alfonso, 7 Phil. 576; Iturralde vs. Evangelista, 7 Phil. 588; Iturralde vs. Magcanas, 9 Phil. 599 and Cortez vs. Ramos, 46 Phil. 189.) And in Bacolod Murcia Co. Inc. vs. Banco Nacional Filipino, 74 Phil. 675, the Court held that: "It is not the province of the courts to make a new contract for the parties; its duty is confined to the interpretation of the contract which the parties have made for themselves, without regard to its wisdom or folly, as the courts

cannot supply material stipulations or read into contracts words which it does not contain.”

Thus, it appears that the decision of the Butuan City Court here, as affirmed by respondent court, is clearly contrary to law. The extension of the lease of private respondents for seven years ordained in said decision is completely devoid of legal basis, inasmuch as the stipulated period of the contract between the parties has already expired and petitioner is unwilling to extend the same. For this reason, respondent court's decision being assailed in the instant petition must be reversed. And we are doing this here in the present original action of certiorari because to require the parties to go back to the lower court to prosecute the proper appeal would be to unduly prolong the ejectment suit of petitioner, which is supposed to be determined summarily. We cannot perceive any possibility of a different conclusion should such an appeal be pursued. After all, all the parties have already been fully heard in this proceeding on all the legal questions We have resolved above. In other words, all parties have had full opportunity to argue their respective causes on all said questions, hence the requirement or due process have been amply complied with.

WHEREFORE, the assailed decision of the respondent Court of First Instance of Agusan del Norte in its Civil Case No. 1779 is hereby reversed and the private respondent heirs of Dy Teban are hereby sentenced to vacate the premises in question consisting of three apartments and to pay the petitioner by way of damages for continued occupation of said premises from July 2, 1974, the sum of One Thousand Pesos (P1,000) a month per apartment until they vacate the same, plus Three Thousand Pesos (P3,000) for and as attorney's fees, with costs against said respondents. All amounts deposited with the lower courts or payments already made to petitioner on account of rentals after July 2, 1974 shall be deducted.

Fernando, (Chairman), Antonio, Aquino, and Concepcion, Jr., JJ., concur.

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