

GREGORIO NICOMEDES, PETITIONER AND APPELLANT, VS. RAMON A. YCASIANO ET AL., RESPONDENTS AND APPELLEES.

G.R. No. L-1555. January 31, 1948

Ponente: BENGZON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/3dc1d2c0770d/>

BENGZON, J.:

In the court of First Instance of Manila, the petitioner Gregorio Nicomedes asked that the municipal court of said city be declared without jurisdiction to entertain the complaint therein filed against him of respondent Crispina de Leon. He asserted that the suit was not a detainer case, and on this issue the Honorable Dionisio de Leon, Judge, denied his prayer. Hence this appeal.

In said complaint, as amended, — which is the gist of this litigation — Crispina de Leon made the following allegations, after describing the parties to the controversy:

"2. That the herein plaintiff is the absolute owner of a two-story house or building bearing said Number 2103 Azcarraga, City of Manila, which was leased from month to month to the defendant for commercial purposes (Welding shop) at the agreed monthly rental of P300 a month since February 1, 1945, payable within the first ten days of each month;

" '3. * * * * *

"4. That since December 17, 1946, he was advised that beginning January, 1947, he would have to pay for the same the amount of P400 a month, * * *;

"5. That since January, 1947, and in violation of the contract of lease which renders the premises very insanitary and a fire hazard, the defendant has failed and refused to pay the rent of P400 a month, * * *;

"6. That in spite of repeated demands, he refused and failed to pay the rents and also vacate the premises thus causing damage to the plaintiff * * *;

"7. That the plaintiff also needs the house for her own use and to this effect the defendant was duly notified in writing;

"8. That the defendant has voluntarily terminated the contract of lease by offering only to pay for that .part occupied by his shop instead of the entire premises as agreed upon."

As it is unquestioned that detainer cases in Manila filed in accordance with Rule 72 of the Rules of Court properly pertain to the municipal court, this appeal would be unmeritorious if the above allegations make out a case for detainer under the Rules. We believe they do. The assertions therein set forth include the essential elements of an unlawful detainer, to wit: (a) ownership of the house by plaintiff; (b) contract of lease on a monthly basis at P300 per month since February, 1945; (c) notice on December 17, 1946, of owner's decision to terminate the lease, unless the tenant agreed to pay P400 a month beginning January, 1947; and (d) failure or refusal of tenant to pay P400 and his retention of the premises. The prayer is what landlords usually demand: ouster from premises, rents and damages.

Appellant, however, insists that the matter is no ejectment suit, because the complaint attempts to collect P400, which was not the rent of P300 previously agreed upon, according to the very complaint on file. He invites attention to our ruling in *Belmonte vs. Marin*, 42 Official Gazette, No. 10, p. 2416 that, "The lessor may, under article 1569 of the Civil Code, judicially disposses the lessee for 'default in the payment of price agreed upon.' But where such default is based on the fact that the rent sought to be collected is not that agreed upon, an action for ejectment will not lie."

However, the appellant will observe that there is no pronouncement in the above-mentioned precedent that the detainer litigation did not belong in the municipal court of Manila whence it originated. The above pronouncement referred to the substance of the controversy or the merits of the litigation — not to the form in which it is to be originally debated, which, under the statute, is the justice of the peace or municipal court.

The alleged failure of the tenant to paint and repair the premises may be considered as one additional reason why plaintiff refused to allow said tenant to continue renting the building at P300 only. Her main cause of action was the termination of the lease and the tenant's refusal to vacate. Anyway we held in *Baguiro vs. Barrios*, L-277,43 Off. Gaz., 2031, that:

"In contracts of lease of a real estate, if the lessee violates the terms of the contract by his failure to pay the rent due or to comply with the conditions of the lease, and refuses to vacate or return the possession of the property leased to the lessor notwithstanding demand to do so, the action is illegal detainer if filed within one year from the demand."

For the reasons herein-above explained, the appeal may not be sustained. The judgment of the lower court is affirmed. With costs against the appellant.

Moran, C.J., Feria, Pablo, and Padilla, JJ., concur.

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.