

GRACIANO ARNALDO, JR., PETITIONER, VS. MANOTOK SERVICES, INC., RESPONDENT.

Ponente: SABIO, JR., J.

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SABIO, JR., J.:

In unlawful detainer, one unlawfully withholds possession thereof after the expiration or termination of his right to hold possession under any contract, express or implied (Go, Jr. vs. CA, 362 SCRA 755).

This petition for review under Rule 42 of the 1997 Rules of Civil Procedure assails the decision of the Regional Trial Court, Branch 34, Manila, in Civil Case No. 05-112350 which affirmed the decision of the Metropolitan Trial Court of Manila, Branch 26, in Civil Case No. 176542-CV for Ejectment.

The material antecedents, as culled from the records, thus:

Sometime on October 6, 2003, respondent (plaintiff therein) instituted Civil Case No. 176542 for Ejectment against petitioner (defendant therein) with the Metropolitan Trial Court of Manila, Branch 26.

On March 12, 2004, petitioner filed an answer with counterclaim. On the basis of the pleadings filed and evidence adduced, the Metropolitan Trial Court rendered a decision which decreed, thus:

“WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff and against the defendants:

1. Ordering the defendants and all persons claiming title or rights under them to vacate and surrender the premises known as Lot 10-A Block 2913 and situated at Juan Luna Street, Tondo, Manila a portion of which is partially described as follows:

A parcel of land known as Lot 1-A, Block 13, situated at Juan Luna Street, Tondo, Manila, Bonded on the:

North – Lerma Street

South – Lot 1-B

East – Lot 13

West – Juan Luna Street

containing an area of Seventy Four Square Meters (74 sq. m.) more or less.

2. Ordering the defendants to pay the sum of P493,248.25 as reasonable compensation for the use and occupation of the premises covering the period January 1, 1999 up to May 31, 2003 and the further sum of P11,758.25 every month thereafter until they shall have completely vacate the premises:

3. Ordering the defendants to pay the sum of P10,000.00 as and for Attorney's fees plus the costs of suit.

SO ORDERED.

Manila, December 6, 2004.”

(Rollo, pp. 68-69)

Not convinced, petitioner appealed to the Regional Trial Court raising the following issues, namely:

“I. DESPITE THE FACT THAT PLAINTIFF IS NOT THE REGISTERED OWNER AND THE ALLEGED LEASE DOES NOT IDENTIFY IT AS THE ADMINISTRATOR, THE LOWER COURT IGNORED THE ISSUE OF OWNERSHIP INSEPARABLE TO THE ISSUE OF POSSESSION.

THERE IS A SUITE FOR FRAUDULENT MISREPRESENTATION AND INTIMIDATION, ANNULMENT OF LEASE CONTRACT WITH QUIETING OF TITLE (FILED BY DEFENDANT HEREIN ALONG WITH OTHER RESIDENTS) PENDING BEFORE THE RTC OF MANILA BRANCH 42, WHICH GRANTED AN ORDER OF PRELIMINARY INJUNCTION WITH A CORRESPONDING WRIT.

II. THE ALLEGED AUTHORITY TO LEASE, IF THERE WAS ONE, DOES NOT DESCRIBE THE PROPERTY AT ALL; IT WAS NOT EVEN MENTIONED OR DESCRIBED IN THE ALLEGED LEASE CONTRACT OR ATTACHED TO IT;

III. THE DEFENDANT HAS A BETTER RIGHT TO POSSESSION BECAUSE BETWEEN THE TWO CLAIMANTS-THE TAX DECLARATION, PLUS THE ACTUAL POSSESSION BY THE DEFENDANT ARE FAR SUPERIOR TO THE ADMISSION OF NON-OWNERSHIP AND VAGUE CLAIM OF ADMINISTRATORSHIP BY THE PLAINTIFF;

IV. THE IDENTITY OF THE PROPERTY;

V. IN THE LEASE CONTRACT, THERE WAS NO AUTHORITY TO LEASE EITHER AS OWNER OR AS ADMINISTRATOR, THERE WAS NO TITLE, HENCE, THE CASE OF DALUMPENES VS. CA, 336 SCRA 538 MAY BE APPLIED IN THIS CASE AS TO THE VALIDITY OF THE DOCUMENTS PRESENTED BY THE PLAINTIFF;

VI. FINALLY, BECAUSE PLAINTIFF FAILED TO PROVE OWNERSHIP OR TITLE OR TO IDENTIFY THE ALLEGED PROPERTY, DEFENDANT HAS A BETTER RIGHT OF POSSESSION THAN PLAINTIFF.”

(Rollo, pp. 96-97)

The Regional Trial Court affirmed the Metropolitan Trial Court's decision and dismissed petitioner's appeal. The Regional Trial Court raciocinated in this manner:

“It is a basic principle in this jurisdiction that in an ejectment proceeding, the only issue involved is who is entitled to the physical or material possession of the subject property (Comment Remedial Law Compendium, Justice Florenz Regalado, page 769, 6th Revised Edition Vol 1). Under Section 16, Rule 70 of the Revised Rules of Court, it is stated that if defendant raises the defense of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved only to determine the issue of possession. It is clear, therefore, that the issue of ownership should only be touched upon by the court for the purpose of determining the issue of possession. But it does not follow that the court needs to resolve the issue of ownership every time it is alleged by the defendant. If the court can resolve the issue of possession without the need of addressing the issue of ownership, then there is no reason to touch the question of ownership.

Premised from the evidence adduced by the parties, this Court holds that the trial court did not err in ignoring the issue of ownership raised by the defendants-appellants because the plaintiff-appellee is the real owner of the subject lot and a Contract of Lease was executed between the parties herein. Other than the bare assertion of the defendant-appellant that they are in actual possession of the subject property for the past 70 years, they (defendant-appellant) did not submit any evidence to show proof that they have better rights than the plaintiff-appellee. Bare allegations are not enough. These must be supported by substantial evidence at the very least. (Nielsen Marine Services, Inc. vs. NLRC, December 29, 1998, GR No. 128395). From the evidence

showing ownership of the subject property and authority to lease submitted by plaintiff-appellee (Annex A-Transfer Certificate of Title; Annex B and C-Management Contracts), it appears that the plaintiff-appellee has better rights over the subject property than the appellant. Plaintiff-Appellee correctly argued that the best proof of ownership of a piece of land is the certificate of title (Heirs of George Bofill vs. CA, 237 SCRA 451).

Defendant-Appellant's contention that their address is different from that of the address indicated in the lease agreement is of no moment. The Contract of Lease executed by herein parties contains the description of the subject property, and in said contract of lease appears the signatures of the defendant-appellant indicating that they agreed and confirmed the contents of the lease contract. Therefore, they are estopped from questioning the correct or exact address of the subject property. What is important is that the defendant-appellant is occupying the same subject property covered by the contract of lease. The Court would like to emphasize that under Section 2-b, Rule 131 of the Rules of Court, "the tenant is not permitted to deny the title of his landlord at the time of the commencement of the relation of the landlord and tenant between them.

This Court noted that such issue was raised for the first time in this appeal. It is a settled rule that issues which were not raised during the trial in the court below could not be raised for the first time on appeal as to do so would be offensive to the basic rules of fair play, justice and due process (Victorias Milling Co., Inc. vs. Court of Appeals, 333 SCRA 663).

Although there is a suit for fraudulent misrepresentation and intimidation, annulment of lease contract with quieting of title filed against the plaintiff-appellee before another court, this Court believes and so holds that not until said case has been resolved in favor of the defendant-appellant and has become final, the plaintiff-appellee's certificate of title over the subject property is still the best evidence of ownership of the person whose name appears thereon (Liao vs. CA, 323 SCRA 430). As held in Zaragoza vs. CA, 341 SCRA 309, Title once registered, with very few exceptions should not thereafter be impugned, altered, changed, modified, enlarged or diminished except in some direct proceeding permitted by law, otherwise all security in registered titles would be lost.

Finally, the best proof to show existence of the Lessor-Lessee relationship is the Contract of Lease duly executed by both parties (Annex B). Ironically, it is only now that after the demand of payment and after filing this complaint for ejectment that he (defendant-appellant) is questioning the ownership, authority and identity of the subject property. Since the contract of lease has been duly executed it is binding upon them and can no longer be questioned under the principle of estoppel. Defendant-Appellant is estopped from asserting better title not only in themselves but also in some third person including the state (Zobel vs. Mercado, 108 Phil. 240)."

(Rollo, pp. 22-24)

Undeterred, petitioner now comes to Us with the following submission, to wit:

"ERRORS OF FACT OR LAW

The Regional Trial Court in affirming the MTC Decision failed to appreciate that:

- Plaintiff-respondent Manotok failed to prove any right to lease which authority was denied by the petitioner herein because by admission Manotok is not the owner and by recitation in the lease there is no claim or proof of its administratorship.
- The alleged Certificate of Title presented does not identify the property they claim to have leased because what was in the title was over three thousand (3,000) square meters while what was allegedly leased was only seventy five (75) square meters.
- The issue of ownership must have been passed upon if such issue is inseparable to the issue of possession although it is not conclusive.

- There is no proof that “2810 Juan Luna Street” that the petitioner occupies is the same as “Lot 1-A, Block 13, Juan Luna Street, Tondo, Manila” which the plaintiff allegedly leased.”

(Rollo, p. 10)

Petition dismissed.

It is undeniable that the issues raised before us by petitioner were the same issues raised before the Regional Trial Court and which the said court addressed convincingly. In fact we are persuaded by such raciocination that we are adopting them as our own. Be that as it may, if only to lay to rest petitioners misplaced arguments, we shall try to address them.

In ejectment cases, the only issue for resolution is physical or material possession of the property involved, independent of any claim of ownership set forth by any of the party litigants (*Ceremonia vs. CA*, 314 SCRA 731). In the ejectment case, it is enough that the lease earlier entered into by the parties has expired and petitioner is unlawfully withholding possession of premises from its owner (*Eastern Shipping Lines, Inc. vs. CA*, 373 SCRA 513).

It is all too clear to us that what petitioner is trying to do is to put up all kinds of misplaced arguments and reasons in order to delay enforcement of a valid judgment.

We cannot help but be amused at the arguments of petitioner. He asserts that since he is in possession of the subject property while respondent is not then he and not respondent has the right to keep possession thereof. Petitioner ought to be minded that in an action for unlawful detainer the plaintiff need not have been in prior physical possession (*Rodil Enterprises, Inc. vs. CA*, 373 SCRA 79). Actual, prior physical possession of a property by a party is indispensable only in forcible entry cases (*Rivera vs. Rivera*, 405 SCRA 466).

The contract of lease (Annex “B”) entered into by and between petitioner and respondent is duly notarized and therefor is admissible and entitled to full faith and trust on its face (*Tabas vs. Mangibin*, 421 SCRA 511). Until and unless declared null and void or annulled by the courts, it is binding upon all the parties therein. In fact petitioner has not challenged the legality of said contract nor deny his signature therein.

What petitioner is trying to question is his address as well as the property subject matter of the litigation. A close scrutiny of the contract of lease indicates petitioners address as 2810 Juan Luna St., Tondo, Manila and describes the property as:

“That the LESSOR hereby leases unto the LESSEE, and the latter accepts in lease from the former, the following premises, situated at Lot 1-A, Block 13, Juan Luna St., Tondo, Manila and more particularly described as follows:

“A parcel of land, known as Lot 1-A, Block 13 situated at Juan Luna Tondo, Manila. Bounded on the:

N – Lerma St.

S - Lot 1-B

E - Lot 13

W – Juan Luna St.

containing an area of SEVENTY FOUR SQUARE METERS (74 sq. m.) more or less.”

(Rollo, p. 105)

The letter of demand, (Annex “C”, p. 107, Rollo) and received by petitioner's wife Leonora, on June 25, 2003, per Registry Receipt (Annex “A”) clearly shows petitioner is very much aware of the location of the property. For

him to be questioning the location thereof is nothing more than a desperate ploy to hold on to said premises. To tolerate such blatant disregard of the facts and the law would amount to abetting petitioner's taking the law into his own hands and disavowing a valid and lawful obligation. It behooves us to put an end to his dilatory tactics. Actions for forcible entry or unlawful detainer involve perturbation of social order which must be resolved as promptly as possible and accordingly technicalities or details of procedure which may cause unnecessary delay should carefully be avoided. (Montemayor vs. Bermejo, Jr., 425 SCRA 403).

WHEREFORE, foregoing premises considered, the petition having no merit, in fact and in law, is hereby DENIED DUE COURSE and ordered DISMISSED. With costs to petitioner.

SO ORDERED.

Asuncion-Vicente and Villon, JJ., concur.

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