

CESARIO M. CLEMENTE, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, THE HONORABLE MARIANO V. BENEDICTO, AS PRESIDING JUDGE OF THE COURT OF FIRST INSTANCE OF MASBATE, THE PROVIN...

G.R. No. L-18686. January 24, 1967

Ponente: DIZON, J.

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DIZON, J.:

Respondent Lourdes Puigcerver owned a residential house built on a piece of public land situated in Masbate, Masbate, in connection with which she had filed a Miscellaneous Lease Application disapproved by the Bureau of Lands on April 9, 1948. On September 1, 1950 she leased the house to petitioner Cesario Clemente for a monthly rental of P80.00, subsequently reduced to P70.00.

On March 3, 1951, Puigcerver and Clemente entered into a contract of conditional sale of the aforementioned house, the pertinent provisions of which read as follows:

"2. Whereas, for and in consideration of the sum of Seven Thousand Eight Hundred Pesos (P7,800.00) the vendor hereby sells, transfers, cedes and conveys unto the said Vendee, his heirs, executors, administrators and assigns the aforementioned residential house together with all her rights whatsoever which the said Vendor has over the parcel of land, subject of this contract, subject to the terms and conditions herein below specified:

(a) It is hereby agreed, covenanted and stipulation by and between the parties hereto that the Vendee will pay the Vendor the sum of Two Thousand Eight Hundred Pesos (P2,800.00) as down payment of the said sale upon the sign-ing and execution of this contract;

(b) That unpaid balance of Five Thousand Pesos (P5,000.00) will be paid by the vendee to the vendor as soon as the former secures the approval of his application for sale over the parcel of land on which the above-mentioned residential house is constructed; Provided, that in case the said application for sale filed by the Vendee over the parcel of land concerned is disapproved and such facts is made known to the Vendor, the Vendee agrees to pay the rental of the house which he is at present occupying for the period from the signing and execution of this contract up to the time that he has made known to the vendor the disapproval of his (Vendee's) application for sale over the parcel of land concerned; Provided, further, that said rental will be deducted from the amount given by the Vendee to the Vendor as down payment."

It appears that subsequently, Clemente paid Puigcerver the sum of P1,000.00 on account of the unpaid purchase price.

On March 3, 1951, pursuant to their agreement, Clemente filed his Miscellaneous Sales Application with the Bureau of Lands (MSAV-11408), but the same was disapproved on December 10 of the same year. As a result, in a letter dated January 29, 1952, Puigcerver reminded him of his obligation under the contract to start paying rentals from March 3, 1951, which rentals were to be deducted from the "down payment" made by the latter.

On the same date (January 29, 1952) Puigcerver filed her Miscellaneous Sales Application No. V-32946 in relation to the public land on which she had built the residential house mentioned heretofore. This application remained pending or unresolved until July 7, 1955 when Clemente sought the reinstatement of his Miscellaneous Sales Application. When these con-flicting applications were brought to the attention of the Bureau of Lands, the latter gave due course to Clemente's, but on appeal, the Secretary of Agriculture and Natural Re-sources rendered a decision rejecting Clemente's application and giving due course to Puigcerver's. This decision became final and executory in January, 1957.

Meanwhile, in view of Clemente's refusal to pay rentals on the house mentioned heretofore, Puigcerver filed an action for unlawful detainer against him in the Justice of the Peace Court of Masbate. Judgment having been rendered in favor of Clemente, Puigcerver appealed to the Court of First Instance of Masbate (Civil Case No. 820).

In his answer to the complaint, Clemente alleged that since the execution of the contract of conditional sale on March 3, 1951, he had been occupying the house in question as absolute owner thereof; that he had not notified the vendor that his application for miscellaneous sale of the lot on which the house in question was built had been disapproved by the Bureau of Lands because he was still negotiating for its approval; that his application was disapproved due to a similar application to acquire the same lot filed by the vendor without his knowledge and consent, thus preventing him from complying with the terms and conditions imposed in the contract; and that the court had no jurisdiction over the appeal on the ground that the Justice of the Peace Court of Masbate had no original jurisdiction over the subject-matter, the question of ownership being necessarily and indispensably involved therein.

After trial, the Court of First Instance of Masbate, on May 16, 1960, decided the case in favor of Puigcerver, the dis-positive part of the decision being as follows:

"(a) ordering the defendant Cesario Clemente, his tenants, his relatives and all those acting in his behalf to vacate immediately the house and/or the premises at Masbate, Masbate;

"(b) ordering the defendant Cesario Clemente to pay the plaintiff Lourdes Puigcerver the amount of P3,554.63 as rentals in arrears at 6% per annum, from September 10, 1955 up to May 15, 1960 and to pay P70.00 monthly from May 16, 1960, and every month thereafter to Lourdes Puigcerver until de-fendant Clemente shall have vacated the house;

"(c) ordering the defendant Cesario Clemente to pay to Lourdes Puigcerver an exemplary damages of P5,000.00;

"(d) to pay for attorney's fees for the plain-tiff and for expenses of litigation the sum of P200.00, and P150.00 for traveling expenses; and

"(e) to pay the costs of this proceedings."

Upon motion of Puigcerver, the respondent Judge, the Hon. Mariano V. Benedicto, on May 28, 1960, issued an order for the immediate execution of the aforementioned judgment, unless an appeal was perfected and Clemente filed a super-sedeas bond to stay execution in accordance with the requirements of Section 8 of Rule 72 of the Rules of Court. On May 31 of the same year, petitioner Clemente surrendered possession of the premises to respondent Puigcerver, but, just the same, on June 10, 1960, he appealed from the judgment to the Court of Appeals.

Due to Clemente's failure to file a supersedeas bond, the respondent judge, upon motion to Puigcerver, issued an alias writ of execution on February 20, 1961 for the back rentals awarded in its judgment. A similar order was

issued, upon motion of the same party, by the Court of Appeals on April 25, 1961, and Clemente's motion for leave to file a supersedeas bond was denied by the court on June 20, 1961.

Hence, the present petition for certiorari and mandamus, with a prayer for the issuance of a writ of preliminary injunction filed by Clemente to set aside the writ of execution dated February 20, 1961 issued by the Court of First Instance of Masbate and the writ of execution issued by the Court of Appeals on April 25, 1961; to enjoin the Provincial Sheriff of Masbate from carrying out said writs during the pendency hereof and to restore him to the possession of the premises in question pending final determination of the appealed case.

First question to be determined is the alleged lack of jurisdiction of the Court of First Instance of Masbate to try the unlawful detainer case appealed to it from the decision rendered therein by the Justice of the Peace Court of Masbate. Clemente's contention is that the aforesaid Justice of the Peace had no original jurisdiction to try the ejectment case in view of the fact that his answer to the complaint raised the question of title in such a manner that it became inseparable from the question of mere possession, and that, as a consequence, the Court of First Instance of Masbate was also without jurisdiction to try and decide the case on appeal.

We find the above contention to be untenable.

Upon the pleadings filed in the Justice of the Peace Court of Masbate, the only question before said court was the recovery of physical possession of the land and house subject-matter of the contract of conditional sale of March 3, 1951. The mere fact that in his answer Clemente alleged that since March 3, 1951 he had considered himself as the exclusive owner of the aforesaid house by virtue of the contract of conditional sale already mentioned did not operate to deprive said court of its jurisdiction to try the ejectment case. Considering that the contract made an integral part of the Clemente's answer was merely a conditional sale which became ineffective, in accordance with its own terms, upon the disapproval of Clemente's sales application. This application, according to the record, was disapproved by the Secretary of Agriculture and Natural Resources whose decision had become executory in January 1957.

Moreover, the petition under consideration alleges, among other things, that at the time the ejectment case was being tried on appeal in the Court of First Instance of Masbate, there was already another action pending in the same court between the same parties involving precisely the title and ownership of the same property. This is further evidence of the fact that the ejectment case did not involve the question of title.

In relation to the alleged abuse of discretion committed both by the Court of First Instance of Masbate and the Court of Appeals in issuing the writs of execution complained of, it is not denied that Clemente had failed to file the supersedeas bond required of him by the former court. That was obviously a sufficient ground for the issuance of the writ upon petition of the prevailing party. It is to be observed in this connection that the Court of First Instance of Masbate required Clemente to file a supersedeas bond since May 28, 1960, and it was only on March 21, 1961, according to the petition under consideration, that he filed a motion in said court for leave to file a supersedeas bond for the purpose of lifting the writ of execution already issued. It seems clear to Us that the denial of said motion can not be considered as a grave abuse of discretion on the part of said court.

Wherefore, the orders complained of being in accordance with law, the writs prayed for are denied and the petition under consideration is dismissed. The preliminary injunction issued heretofore is hereby dissolved. With costs.

Concepcion, C.J., Reyes, J.B.L., Regala, Makalintal, Bengzon, J.P., Zaldivar, Sanchez, and Ruiz Castro, JJ., concur.

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