

AMPARO CRUZ, PETITIONER, VS. ROSA HERNANDEZ NALDA, JOSE HERNANDEZ NALDA, CARLOS HERNANDEZ NALDA, MARIA LUISA HERNANDEZ NALDA, ASSISTED BY HER HUSBAND EUGENIO TORRES DE LOS HEROS...*G.R. No. L-21985. September 29, 1967*

Ponente: CONCEPCION, C.J.

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Amparo Cruz seeks the review by certiorari of a decision of the Court of Appeals dismissing her petition in this case and dissolving the writ of pre-liminary injunction therein issued.

It appears that, on June 13, 1956, a contract was entered into by and between said Amparo Cruz – hereinafter referred to as petitioner – on the one hand, as lessee, and members of the Nalda family[1] – hereinafter referred to as respondents – as well as Angela M. Butte – hereinafter referred to as Mrs. Butte – on the other hand, as co-lessors, whereby the latter leased to the former three (3) parcels of land, located in the City of Manila and more particularly described in the contract, including the buildings existing thereon.

One (1) of said parcels of land, known as Lot No. 4, Block No. 2142 of the Cadastral Survey of Manila, has an area of 544.90 square meters. Four-fifths (4/5) thereof – seemingly pro indiviso – belongs to said respondents. The estate of the late Carlos Gil owns the remaining one-fifth (1/5), which had been leased to Mrs. Butte. The other two (2) parcels of land adjoin said Lot No. 4, and are known as lots No. 3 and 16 of the same block, containing, more or less, 386.80 square meters and 0.60 square decimeters, respectively. Both are the exclusive property of Mrs. Butte, who, before the year 1956, had with the consent of respondents and the representatives of the estate of Carlos Gil, constructed on the three (3) lots a building, known as "Society Theater," and other improvements, which thereby became common property of the owners of the lots, in the following proportions, more or less:

1. A. M. Butte 386.80 sq. mts;
 2. Estate of Carlos Gil.....108.98 sq. mts;
 3. Hernandez Nalda et als... 349.64 sq. mts;
 4. Naldas and Antonio
Hernandez Nalda ... 86.64 sq. mts
- TOTAL..... 931.70 sq. mts.

The aforementioned contract of lease with petitioner herein was for a term of five (5) years, beginning from July 1, 1956 – extendible for a like period and under the same terms and conditions, "at the option of both parties" – at a monthly rental of P8, 500.00. Shortly before the expiration of said term, petitioner advised the

afore-mentioned co-lessors of her wish to renew the lease for another five (5) years, under the same terms and conditions above referred to. Mrs. Butte agreed thereto, but not respondents, who demanded a higher rate of rental, for their share in the leased premises, and a reduction of the term of the lease to three (3) years, in addition to the assumption by petitioner of the cost of maintenance, repairs or alterations, formerly borne by the co-lessors. Petitioner replied invoking her right to a renewal under the terms and conditions originally stipulated, but, respondents countered that the contract could be renewed at the option only of both parties, and that they (respondents) would not agree to a renewal if petitioner did not accept their terms.

Upon the expiration of the period fixed in the contract, respondents demanded the return of their respective portions of the leased premises, plus P6,223.71 as reasonable compensation for the use and occupation thereof, and the reimbursement of P5,067.00, representing the cost of repairs allegedly made by them.

This demand not having been heeded, on August 4, 1961, respondents filed, with the Municipal Court of Manila, a complaint, for unlawful detainer, against herein petitioner. Having renewed the contract of lease with the latter, at the original monthly rental, Mrs. Butte was not joined as party. On April 17, 1962, judgment was given for the respondents, but, on petitioner's motion for re-consideration, another decision was rendered, on August 6, 1962, dismissing the complaint. On appeal taken by respondents, the Court of First Instance of Manila – hereinafter referred to as the trial court – sentenced petitioner to vacate the premises in question, to pay to respondents P6,223.71 a month, as their share of the reasonable compensation for the use and occupation of said premises, from July 2, 1961, until petitioner shall have vacated the same, plus P3,000.00 as attorney's fees, and the costs. Both parties appealed from this decision of the trial court.

Before the appeal had been perfected, respondents moved, however, for the execution of this decision. Despite petitioner's objection thereto, the trial court issued an order granting the motion and authorizing the issuance of a writ of execution, unless petitioner filed a supersedeas bond. Thereupon, petitioner commenced, in the Court of Appeals, the present action for certiorari, against respondents herein and His Honor, the Judge who presided the trial court. On petitioner's motion, said appellee to court issued a writ of preliminary injunction restraining the enforcement of the order complained of and the execution of the trial court's decision. Subsequently, however, the appellate court dismissed the petition for certiorari and dissolved the aforementioned writ of preliminary injunction, upon the ground of lack of jurisdiction over the subject-matter of the case. Hence, the present petition for review by certiorari.

The Court of Appeals declared itself without jurisdiction to entertain this case, upon the theory that the decision of the trial court, in the illegal detainer case, was appealable, not to said appellate court, but to the Supreme Court, and that, accordingly, the present action for certiorari is not "in aid of its" (Court of Appeals) "appellate jurisdiction." This conclusion was predicated upon the premise that only questions of law could be raised in the appeal from the decision of the trial court, no testimonial evidence having been introduced before the same, and the parties having submitted the case for decision upon purely documentary evidence presented by them, the authenticity of which is not in issue; that the main action hinges on the question whether or not petitioner is entitled, pursuant to the provisions of the original lease contract, to a renewal thereof, under the same terms and conditions therein stipulated, which is a question of law; and that petitioner had questioned, first, in the municipal court, and, later, in the trial court, the jurisdiction thereof to entertain respondents' claims for repairs and attorney's fees.

Upon the other hand, petitioner maintains that the appeal from the trial court's decision would require a determination of the question whether she had acted in bad faith – as found by the trial court – insisting upon a renewal of the lease, despite the explicit language of the contract requiring therefor the consent of "both" parties, which question of bad faith, she claims, is one of fact; and that issues of fact are similarly involved in the

determination of the reasonableness of the awards for the use and occupation of the leased premises and for attorney's fees.

Although petitioner maintained that the municipal court and, later, the court of first instance had no "jurisdiction" to adjudicate said attorney's fees and damages, it would appear that the objection was, in fact, based upon respondents' alleged lack of cause of action therefor.

Then, again, despite the fact that the case had been submitted upon documentary evidence, the determination of the question whether or not petitioner had acted in bad faith is one of fact, or, at least, a mixed question of fact and law. In any event, the reasonableness of the amounts awarded as compensation for the use and occupation of the property in litigation and as attorney's fees is a question of fact.

Accordingly, and, since the jurisdiction of no court is really involved in the appeal from the decision of the trial court, aside from the fact that petitioner had explicitly appealed therefrom to the Court of Appeals, it is clear to us that the present certiorari proceeding is in aid of the jurisdiction of said Court of Appeal, and, hence, within its original jurisdiction.

WHEREFORE, the appealed decision is hereby set aside and the record remanded to the Court of Appeals for further proceedings, with the costs of this instance against the aforementioned respondents.

IT IS SO ORDERED.

Reyes, Dizon, Makalintal, Zaldivar, Sanchez, Castro, and Fernando, JJ., concur.

Bengzon, J., on official leave.

Angeles, J., no part.

[1] Rosa, Jose, Carlos, Maria Luisa, (assisted by her husband, Eugenio Torres de los Heros), Eduardo, Rita (assisted by her husband, Rafael Marciano Gil) and Carmen, all surnamed Hernandez Nalda, Aurora Martos Nalda (assisted by her husband Francisco Perez Salado). Francisco and Maria Josefa (assisted by her husband Antonio Galy Muncada), both surnamed Bernal Martos, Jose Luis Calderon Hernandez, Carmen Nalda Ortega, Amanda Ortega (assisted by her husband, Francisco Sanchez Medina), Antonio Hernandez Nalda, Benigno Today y Toledo and Eduardo Paz y Hidalgo.

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