

J. M. TUASON & CO., INC. REPRESENTED BY ITS MANAGING PARTNER, GREGORIO ARANETA, INC., PLAINTIFF AND APPELLEE, VS. JOSE AGUIRRE, DEFENDANT AND APPELLANT.

G. R. No. L-16827. January 31, 1963

Ponente: BARRERA, J.

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BARRERA, J.:

This is another of innumerable cases that J. M. Tuason & Co., Inc., registered owner of a parcel of land known as the Sta. Mesa Heights Subdivision, situated at Quezon City, covered by Transfer Certificate of Title No. 1267 (37686-Rizal) of the Register of Deeds of Quezon City, has filed to recover possession and damages against individuals who claim ownership of portions thereof as their own for having purchased the same from other persons said to be successors-in-interest of one Telesforo Deudor, who, in turn, is alleged to have possessed the property as its owner since prior to 1893 by virtue of an "informacion posesoria" issued in 1893, and registered with the Register of Deeds of Manila.

Issues having been joined after the defendant in the instant case has filed his answer and counterclaim, the case was tried and on December 21, 1959, the trial court rendered a decision in favor of plaintiff, which in part reads:

"DECISION

* * * * *

"From the evidence adduced by the plaintiff, it has been sufficiently established that plaintiff is a domestic corporation duly organized and existing under the laws of the Philippines; that plaintiff is the registered owner of a parcel of land known as the Sta. Mesa Heights Subdivision located in Quezon City and covered by Transfer Certificate of Title No. 1267 (Exh. A); that sometime in October, 1951, the defendant, without the knowledge and consent of plaintiff and through force, strategy and stealth, unlawfully entered into the possession of a portion of 500 square meters, more or less, within the said parcel of land of plaintiff aforesaid and situated in Barrio North Tatalon, Quezon City, and constructed thereon his house, as shown in the subdivision plan (Exh. B and B-1); that as a consequence of these acts of usurpation by the defendant, the plaintiff has suffered and still continue to suffer damages at the rate of P150.00 a month for its reasonable use and occupation, and that plaintiff exerts its rights thereon.

"The defendant testifying in his own behalf declared that he bought the lot in question from one Agustin do Torres on March 3, 1950, as Per Deed of Sale, Exhibit 1, said Agustin de Torres being one of the signatories in the Compromise Agreement [dated March 16, 1953] (Exh. 2), entered into between the plaintiff and the Deudors in Civil Cases Nos. Q-135, Q-139, A-174, Q-177, and Q-186; that he constructed his house and other improvements since that time, all valued at P45,000.00, and nobody interrupted his possession, which was peaceful and in concept, of owner from then up to the present.

"In the answer as well as in the evidence, defendant would rely upon certain provisions in the above-mentioned Compromise Agreement. Those provisions would seem to grant individuals listed under Annexes B and C of the Compromise Agreement the right, either to purchase the lots they might have attempted to acquire from the

Deudors, or to seek refund of what they might have paid the Deudors on the agreed purchase price. Without resolving here the issue whether said stipulations pour autrui are still enforceable despite the Deudors' failure to deliver, and the virtual withdrawal of any such rights of defendant by the filing of this ejectment suit, due to his failure to enter into a contract to sell with the plaintiff, the registered owner, notwithstanding the expiration of over five (5) years from the execution of the Compromise Agreement, the Court believes that enforcement of the right to purchase or seek refund from J.M. Tuason & Co., Inc., in a question apart and distinct from the issue of who, as between J. M. Tuason & Co., Inc. and defendant, is entitled to possession of the land in litigation herein.

"Possession is an attribute of ownership, and the Compromise Agreement of March 16, 1953, did not in any conceivable way operate to legalize the occupation and enjoyment thereafter of the premises, by any person like the defendant who is a mere intruder. Even under the Compromise Agreement, the right of a Deudor purchaser to continue in possession must be preceded by, and based on, a contract to sell between J. M. Tuason & Co., Inc. and the Deudor purchaser. Hence, conformably with an owner's right to possess his property, J.M. Tuason & Co., Inc., as registered owner, has the right to possess and enjoy the subject land, to the exclusion of defendant.

"Wherefore, judgment is hereby rendered in favor of the plaintiff and against the defendant and all persons claiming under him, ordering them to vacate the premises in question, and to remove the house and other constructions therefrom; ordering said defendant to pay to the plaintiff the sum of P90.00 per month, from the date of the usurpation, until the plaintiff is restored to the possession thereof, and to pay the costs.

"SO ORDERED."

From this decision, defendant brought to us directly the present appeal, announcing that he would raise only questions of law. In his brief, he makes five assignments of error which, in synthesis, present the sole question as to who is the owner of the land in dispute and therefore entitled to the possession thereof.

The validity of appellees' registered ownership of the land in question as evidenced by its certificate of title issued in 1914 has been recognized and re-affirmed in a series of decisions rendered by this Court in a number of cases involving the same identical question.[1] There is absolutely no new fact or circumstance presented in the case at bar which would justify deviation from the settled doctrine on this matter, considering the fact that the claim of ownership of herein appellant is derived from the same source as the claims of the different parties in those cases, the consistent ruling therein made being that the plaintiff-appellee's registered title may now no longer be collaterally attacked as it has already become incontrovertible having been issued way back in 1941 (*Vengaso vs. Buencamino*, 109 Phil., 206, and cases cited therein.).

Likewise, the question of prescription or laches similarly raised by defendant in this case has already been settled, as an action to recover possession of a registered land never prescribes in view of the provision of Section 46 of Act 496 to the effect that no title to registered land in derogation to that of a registered owner shall be acquired by prescription or adverse possession (*Estrella, et al. vs. Register of Deeds of Rizal*, 106 Phil., 911; see also *Legarda Saleeby*, 31 Phil. 590 and *Corporacion, etc. vs. Crisostomo*, 32 Phil. 427).

Also, the effect and scope of the so-called compromise agreement "of March 16, 1953, relied upon, by appellant has been determined in the various cases referred to, in the sense that its effectivity, if at all, is limited to the parties thereto and those mentioned in the exhibits attached to the same agreement. There is no showing that herein appellant comes within the scope of that agreement as thus defined.

Inasmuch as the lower court found as a fact that "herein defendant sometime in October, 1951 without the knowledge and consent of the plaintiff and through force, strategy and stealth unlawfully entered into the possession of the lot in question" which finding can not be reviewed in this instance, the decision of the court

ordering the ejectment of the defendant and payment by him of the reasonable value of such occupancy of the land is justified.

Wherefore, finding no reversible, error in the decision appealed from, the same is hereby, affirmed, with costs against appellant so ordered.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador , Concepcion , Reyes, J.B.L., Paredes, Dizon, Regala and Makalintal JJ., concur.

[1] Deudor, et al. vs. J. M. Tuason & Co., Inc., et al., G. R. No. L-13768, May 30, 1961 ; J. M. Tuason & Co., Inc. vs. Macalindong, G. R. No. L-15398, Dec. 29, 1962

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