

RESTITUTO M. SIBAL, PETITIONER, VS. GREGORIO T. LANTIN, IN HIS CAPACITY AS PRESIDING JUDGE OF THE COURT OF FIRST INSTANCE OF MANILA, BRANCH VII, THE SPOUSES LORENZO & INOCENCIA ...*G.R. No. L-20920. December 18, 1968*

Ponente: CONCEPCION, C.J.

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Restituto M. Sibal seeks a writ of "certiorari and/or prohibition," with preliminary injunction, to restrain respondent Gregorio T. Lantin, as Judge of the Court of First Instance of Manila, Branch VII, from enforcing, during the pendency of this case, an order issued by him on January 31, 1963, in Civil Case No. 52866 of said court - hereinafter referred to as CFI Case No. 52866 - and, after due hearing, to reverse or annul said order, to make the writ of preliminary injunction permanent, as well as to recover costs, and to secure "such further relief as may be in consonance with justice and equity."

The events leading to the institution of the present case are these: On September 5, 1955, a deed, entitled "Contract of Transfer of Management", was executed by Valleson, Inc. - hereinafter referred to as Valleson - represented by its President and General Manager, Lorenzo Valdez, as Transferor, and Restituto Sibal, as Transferee, as well as Mariano Guison, as owner of the "Angela Building", located at No. 323 Carriedo Street, Manila - part of which is occupied by Valleson - whereby the latter ceded, conveyed and transferred to Sibal "the wholesale and retail acts and activities of disposing and selling to the consuming public the commercial items" of Valleson, "from September 5, 1955 to September 4, 1962," in consideration of the sum of P2,000 a month to be paid by Sibal. It was further stipulated in the contract that Sibal would "have full and complete freedom to run the wholesale and retail business" during said period, "without any interference from anybody"; that he would "honor and respect all present subsisting contracts or their last expired contracts, of all the concessionaires with x x Valleson" and would "not collect from them, in any form, any charge of goodwill and rate of commission except the one existing in their present contracts" or "remove them from the premises except for just and reasonable causes as provided for in their respective contracts"; and that Sibal would pay Guison the sum of P3,400 a month, "as rental of the Angela Building".

On the same date,[1] Sibal and Guison executed another contract - hereinafter referred to as the first contract - whereby Guison leased to Sibal "the total space presently occupied by Valleson," from "September 1955 to September 1962 x x to be renewed only upon agreement of both parties." On March 1, 1962, Guison and Sibal executed another contract of lease - hereinafter referred to as the second contract - whereby Guison leased the Angela Building to Sibal "for a term of ten (10) years beginning September 2, 1962," at a "monthly rental of P4,000." It would seem that, soon thereafter, Sibal notified the former concessionaires and sublessees of Valleson, who, Sibal contends, had become his sublessees, to vacate the spaces sub-leased to them and that, otherwise, proceedings for their ejectment would be instituted.

Presently, or on or about September 4, 1962, Valleson commenced Civil Case No. 51476, of the Court of First Instance of Manila - hereinafter referred to as CFI Case No. 51476 - against Guison and Sibal. It was alleged in the complaint there-in that, although the first contract of lease purports to have been signed by Sibal in his personal capacity, he, in fact, acted therein as Valleson's representative, and that, pursuant to said contract, the same was, upon its expiration, to be renewed under the same terms and conditions specified therein. Valleson prayed, therefore, that a writ of preliminary injunction or a restraining order be issued directing Guison and Sibal to refrain from interfering with Valleson's possession of the Angela Build-ing, and that, after hearing, judgment be rendered declaring that Valleson has the right to renew the contract of lease with Guison, for another period of seven (7) years, under the same terms and conditions specified in the first contract of lease and ordering Guison and Sibal to pay damages, as well as granting such other relief as may be just and equitable. Forthwith - on September 4, 1962 - said Court, presided over by Honorable Gregorio T. Lantin, Judge, issued the writ of preliminary in-junction prayed for by Valleson.

Subsequently, or on November 5, 1962, Sibal instituted, in the municipal court of Manila, the following unlawful detainer cases, namely: Case No. 103384, against Benjamin and Patricia Manio; Case No. 103385, against Dominga Hernandez; Case No. 103386, against Belen Neis; and Case No. 103387, against Aug-usto and Natalia Valdes. The defendants in these four (4) cases were former sublessees of Valleson, and alleged sublessees of Sibal. On December 12, 1962, the latter filed, in the same court, similar cases, to wit: Case No. 104595, against Alfonso and Narcisa Domingo; and Case No. 104596, against Lorenzo and Inocencia Valdez. These two (2) sets of defendants are identically situated as the defendants in Cases Nos. 103384 to 103387, in relation to Valleson and Sibal.

Before the institution of the last two (2) cases, or on November 10, 1962, Valleson moved, in CFI Case No. 51476, that Sibal be dealt with for contempt of Court, for having filed the first four (4) unlawful detainer cases - hereinafter referred to as ejectment cases - notwithstanding the writ of preliminary injunction, issued on September 4, 1962, but the motion was, on December 13, 1962, denied by Judge Lantin.

Meanwhile, or on November 12, 1962, the defendants in ejectment cases Nos. 103384 to 103387 had filed motions to dismiss the same, based upon the pendency of said CFI Case No. 51476. These motions were, on December 3, 1962, denied by Honorable W. L. Cornejo, Judge of the Municipal Court of Manila, for lack of merit. Judge Cornejo, likewise, ordered said cases set for hearing on December 17, 1962. A petition, filed by the defendants in said cases Nos. 103384 to 103387, which was joined by the defendants in cases Nos. 104595 to 104596 - all of them hereinafter referred to collectively as sublessees - for the reconsideration of said order of December 3, 1962, was denied in an order of Judge Cornejo, dated December 22, 1962, which, moreover, reset the six (6) cases for hearing on Jan-uary 8, 1963.

Soon later, or on January 15, 1963, the sublessees filed their respective answers in the ejectment cases, alleging inter alia, that their sublessor is Valleson, not Sibal, that said cases raise the very same issues involved in CFI Case No. 51476, and that, for this reason, Sibal "does not have any right" against them. Furthermore, the sublessees set up a counterclaim for expenses of litigation.

Then, or on or about January 22, 1963, the sublessees commenced CFI Case No. 52866 against Judge Cornejo and Sibal, to restrain the former from "further proceedings" in the ejectment cases, and to annul the "proceedings already had therein", upon the ground that said Judge had acted without jurisdiction or with grave abuse of discretion in taking cogni-zance of the ejectment cases and setting them for hearing, despite the pendency of CFI Case No. 51476. On January 26, 1963, the sublessees filed, in said CFI Case No. 52866, an "urgent motion for a writ of preliminary injunction" or a "simple res-training order, directing x x Judge Cornejo to desist, during the pendency" of said case, "from hearing and/or taking any further proceedings" in the ejectment cases. By an order,

dated January 31, 1963, Judge Lantin authorized the issuance of said writ of preliminary injunction, upon the filing of a bond in the sum of P5,000. Said writ was, accordingly, issued on February 1, 1968.

Thereupon, Sibal instituted the present action, against Judge Lantin and the sublessees, to annul said order of January 31, 1963, and suspend the enforcement thereof, during the pendency of this case. Upon the filing of the petition here-in, we issued a writ of preliminary injunction restraining Judge Lantin from enforcing his aforementioned order of January 31, 1963. On motion of respondents herein and upon the filing of the corresponding counter-bond, said writ of preliminary injunction was, however, dissolved on July 8, 1963.

The issue in this case is whether or not Judge Lantin had acted with grave abuse of discretion amounting to excess of jurisdiction in issuing, in CFI Case No. 52866, his order of January 31, 1963, authorizing the issuance of a writ of preliminary injunction restraining Judge Cornejo from hearing and taking further proceedings in the ejectment cases. The answer is in the affirmative.

Section 3 of Rule 58 of the Rules of Court provides:

" x x x Grounds for issuance of preliminary injunction. - A preliminary injunction may be granted at any time after the commencement of the action and before judgment when it is established:

"(a) That the plaintiff is entitled to the relief demanded, and the whole or part of such relief consists in restraining the commission or continuance of the acts complained of, or in the performance of an act or acts, either for a limited period or perpetually;

"(b) That the commission or continuance of some act complained of during the litigation or the non-performance thereof would probably work injustice to the plaintiff; or

"(c) That the defendant is doing, threatens, or is about to do, or is procuring or suffering to be done, some act probably in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual."

Thus, one of the prerequisites for the possession of authority to grant a writ of preliminary injunction, is that "the plaintiff is entitled to the relief demanded." The relief sought in CFI Case No. 52866 was a "writ of certiorari and/or prohibition" ordering Judge Cornejo "to desist from further proceedings" in the ejectment cases "and declaring null and void proceedings already taken therein." The petition for such relief was premised upon the allegation that Judge Cornejo had "acted without jurisdiction or with grave abuse of discretion in taking cognizance of the ejectment cases and in setting them for hearing on the merits," because: (a) "in his answer in Civil Case No. 51476 x x Sibal had already set forth his counterclaim for rentals"; and (b) the "ejectment cases should be held in abeyance until the resolution of the question x x x" raised in CFI Case No. 51476, which is said to be "prejudicial".

In this connection, it should be noted that CFI Case No. 52866 is one for certiorari and/or prohibition; that either writ must be denied unless respondent judge has acted without or in excess of jurisdiction[2]; and that Cases Nos. 103384 to 103387 and 104595 to 104596 are admittedly unlawful detainer cases, which are within the exclusive original jurisdiction of the municipal court[3]. Hence, the latter had the authority and the duty to hear and decide said cases, and no other court could do so.

The sublessees argue that the issues therein are, also, raised in CFI Case No. 51476, which was filed before the ejectment cases, and that a determination of the issue in CFI Case No. 51476 is a "prejudicial" question. This pretense is untenable, both as to its premise and as to the conclusion drawn therefrom. Indeed:

(1) The parties in CFI Case No. 51476 are Valleson, on the one hand, and Sibal and Guison, on the other. The sublessees are not parties therein, in much the same way as Valleson is not a party in the ejectment cases.

(2) The issue in CFI Case No. 51476 is: To whom did Guison lease the Angela Building under the first contract of lease, to Sibal or to Valleson? The issue in the ejectment cases is: who subleased portions of said building to the sublessees - was it Sibal or Valleson? Guison is absolutely alien to this issue. CFI Case No. 51476 deals with the lease, whereas the ejectment cases are concerned with the subleases.

(3) Not being parties in CFI Case No. 51476, whatever may be the decision therein rendered would not bind the sublessees.

(4) The right of Sibal to eject the sublessees does not depend necessarily upon his being Guison's lessee. Even a usurper - as regards the owner of land - may seek the ejectment of those who, having obtained possession thereof by agreement with the former, refuse to surrender it to him, after the expiration of the term of said agreement.

(5) The defense set up by the sublessees in the ejectment cases impugns Sibal's cause of action, and does not affect the jurisdiction of the municipal court to hear and decide said cases.

(6) The term of the first contract of lease has admittedly expired, so that, even if Sibal had made it on behalf of Valleson - which is denied by and Guidon - Valleson's alleged right of lease had already been extinguished. It is not true that said contract gave the lessee the right to renew it under the same terms and conditions stipulated therein. The contract provided that it was "to be renewed only upon agreement of both parties," which means that the lessee could not renew the contract without the lessor's consent. The record further shows that Valleson and Guison could not agree on said renewal, and that, accordingly, Guison executed the second contract of lease in favor of Sibal.

(7) The first and the second contracts of lease appear, on the face thereof, to have been made by Sibal, in his own behalf, not in representation of another. This circumstance is bolstered up by two (2) facts, namely: (a) Guison, the lessor, confirms it; and (b) the first contract was made on September 4, 1955, or coetaneously with the "Contract of Transfer of Management", between Valleson, Sibal and Guison. Thus, the acts performed by the parties at the time of the execution of said contract of transfer of management bolster up the position taken by Sibal and Guison in CFI Cases Nos. 51476 and 52866. In short, the records of both show that Sibal and Guison are prima facie right, so that, if any abuse of discretion was committed, it was not by Judge Cornejo, in setting the ejectment cases for hearing, but by Judge Lantin, in issuing his order of January 31, 1963, authorizing the issuance of a writ of preliminary injunction to restrain Judge Cornejo from proceeding With the hearing and determination of said ejectment cases.

Inasmuch as Judge Cornejo had, not only authority to hear and decide the ejectment cases, but, also, exclusive jurisdiction therefor, and there had been no abuse of discretion on his part, in setting those cases for hearing, it follows necessarily that, prima facie, the sublessees were not entitled to the writ of certiorari and/or prohibition applied for in CFI Case No. 52866 and that a grave abuse of discretion, amounting to excess of jurisdiction, had been committed by respondent Judge Lantin in issuing his order of January 31, 1963, authorizing the issuance of a writ of preliminary injunction against Judge Cornejo, and in actually issuing said writ on February 1, 1963.[4]

WHEREFORE, this writ and said order of January 31, 1963, are hereby declared null and void ab initio, with costs against respondents herein, except Judge Lantin. Writ granted.

IT IS SO ORDERED.

Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Ruiz Castro, Fernando, and Capistrano, JJ., concur.

[1] September 5, 1955.

[2] Rule 65, Sections 1 and 2, Rules of Court; Ma-ao Sugar Central v. Barrios, 79 Phil. 666; Ang Ching Gi v. De Leon, 79 Phil. 580; Ong Sit v. Piccio, 78 Phil. 785; Tarnate v. Daza, 76 Phil. 842; Tayko v. Capistrano, 53 Phil. 866; Westminster Bank v. Torres, 57 Phil. 422; Sabado v. Gonzales, 53 Phil. 770; So Chu v. Nepomuceno, 29 Phil. 208; Claudio v. Zanduetta, 64 Phil. 812, 817.

[3] Sec. 88, Rep. Act No. 296, as amended.

[4] Ayo v. Ilao, L-23293, January 16, 1968; Angela Estate, Inc. v. CFI of Negros Occidental, L-27084, July 31, 1968.

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