

RAFAEL B. MAGPANTAY, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, RUFINO B. ALCASID CORPORATION, BALDOMERO E. MALABRIGO, AND THE HONOR-ABLE SEVERO A. MALVAR, PRESIDING JUDGE ...

G.R. No. L-48975. August 30, 1982

Ponente: RELOVA, J.

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RELOVA, J.:

Petitioner Rafael B. Magpantay seeks the review of the decision of the Court of Appeals, dated September 6, 1978, which dismissed his petition for certiorari and thereby upheld a judgment of the Court of First Instance, as follows:

"WHEREFORE, judgment is hereby rendered in favor of third-party plaintiff and against third-party defendant Rafael Magpantay, sentencing the latter to pay the former the amount of P2 ,990.00, plus P110.00 a month from the filing of the complaint until he vacates the premises, and to pay also third-party plaintiff, jointly with third-party defendant Artemio 'Boy' Casupang, the sum of P300.00 as attorney's fees, and to pay the costs."

On November 25, 1975, herein respondent Rufino Alcasid Corporation filed a complaint for ejectment against herein respondent Baldomero E. Malabrigo, docketed as Civil Case No. 1015 in the Municipal Court of Calamba, Laguna, due to non-payment of the stipulated rental. Malabrigo, in turn, filed a third-party complaint against herein petitioner, Rafael B. Magpantay, to whom he had sublet a portion of the property.

In his answer to the third-party complaint, Magpantay claims that he was not in arrears in the payment of rents and that the court has no jurisdiction because the back rental sought to be collected from him is only P2,960.00.

Rufino Alcasid Corporation and Malabrigo submitted a compromise agreement which the Municipal Court approved and, thereafter, ordered Magpantay to pay Malabrigo the sum of P2 ,990.00, plus the amount of P110.00 a month from the filing of the complaint until he vacates the premises.

Magpantay appealed the decision of the Municipal Court to the Court of First Instance which affirmed the same. Going to the Court of Appeals on a petition for review, Magpantay assailed the decision of the lower court on the ground that the compromise agreement between the corporation and Malabrigo, which in effect also disposes of all his rights and interest over the property, is not binding on him as he was not a party thereto; that his ouster from the property as a consequence of said com-promise agreement violates Section 4 of Presidential Decree No. 20 which provides:

"SEC. 4. Except when the lease is for a definite period, the provisions of paragraph (1) of Article 1673 of the Civil Code of the Philippines insofar as they refer to dwelling unit or land on which another's dwelling is located shall be suspended until otherwise pro-vided; but other provisions of the Civil Code and the Rules of Court of the Philippines on lease contracts, insofar as they are not in conflict with the provisions of this Act, shall apply."

Further, Magpantay contends that respondent Malabrigo had no authority to agree for and on behalf of the other tenants-occupants to vacate the premises; that the judgment of the lower court showed the way for a by-pass of the restriction of Presidential Decree No. 20 because a lessor can enter into a lease contract with a nominal lessee who, in turn, can sublet the property to another. To cause the ejectment of the sublessee, the lessor and the lessee can just enter into a compromise agreement whereby the latter will vacate the premises.

The Court of Appeals sustained the findings of the Court of First Instance that Magpantay had defaulted in the payment of rents:

"Defendant Rafael Magpantay at the witness stand affirms that he has not paid the rentals demanded by Baldomero Malabrigo. He, however, alleges that it was all Baldomero Malabrigo's fault. Rafael Magpantay states that he wanted to pay his rental but Baldomero Malabrigo advised him not to pay yet but to wait for the result of the controversy between him (Baldomero Malabrigo) and the management of the corporation. Rafael Magpantay alleges that the corporation is well aware that he is leasing a portion of the property and that he has had personal and direct dealings with the officers of the corporation.

"The Court finds the position taken by Rafael Magpantay confusing.

"In his Answer, he alleges full payment of his rentals to the lessee-third party plaintiff Baldomero Malabrigo (Paragraph 3, 4 and 5 of his Affirmative and/or Special Defenses). In fact, he alleges that such knowledge would bar the corporation from ejecting him or from collecting from him any rental in arrear. (pp. 35-36, Rollo).

"The petitioner now does not dispute that in the trial Court he had admitted non-payment of rent."

and affirmed the conclusions of the lower court that:

"1 . The sub-lessee cannot have better rights than the sub-lessor; and

"2 . The petitioner cannot invoke PD 20 because he has not been paying rental."

We find that the issues are basically factual and that they essentially involved an appreciation of the evidence adduced by the parties. The Municipal Court, the Court of First Instance and the Court of Appeals are one in their finding that herein petitioner had defaulted in the payment of rentals. The finding of the lower court is binding on Us in the absence of any showing that there has been a misapprehension of facts or that a grave abuse of discretion was committed in the appreciation of the evidence or that the situation calls for an exception to the general rule. (*Gimeno vs. Court of Appeals*, 80 SCRA 623). Factual issues cannot be ventilated in a review of the decision of the Court of Appeals. Only legal questions may be raised. As a rule, the factual findings of the Court of Appeals are conclusive on this Court. (*Catindig vs. Roque*, 74 SCRA 83).

WHEREFORE, We find the petition without merit and hereby dismiss the same, with costs against petitioner.

SO ORDERED.

Makasiar, Melencio-Herrera, Plana, Vasquez, and Gutierrez, Jr., JJ., concur.
Teehankee, (Chairman), J., in the result.

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