

**JOSE C. DE JESUS, PEDRO ALCANTARA, ET AL.,
PLAINTIFFS-APPELLANTS, VS. J. M. TUASON & CO., ET AL.,
DEFENDANTS-APPELLEES.**

G. R. No. L-22184. October 20, 1966

Ponente: BENGZON, J.P., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/b4e37eff802b/>

BENGZON, J.P., J.:

This is an appeal from a decision of the Court of First Instance of Rizal.

The parties do not dispute these antecedent facts: Telesforo Deudor claimed to own 50 quiñones of land (140 has.) in Barrio Matalahib, Tatalon and Masambong, Quezon City, by virtue of an informacion possessoria. This was inherited by his son, Tomas Deudor and upon the latter's death, by Plorencio, Aniana, Pedro and Maria Deudor (referred to as the Deudors). Since Telesforo's time, the Deudors had disposed of several portions of the land.

In 1914, J.M. Tuason & Co. (referred to as the Tuasons) obtained Original Certificate of Title No. 735 covering said land. The Deudors sued the Tuasons, seeking the annulment of the title certificate. The result was a compromise agreement dated March 16, 1953 whereby the Deudors renounced their rights to the land, recognized the complete and indefeasible title of the Tuasons, in consideration of P1,201,063. Pursuant to the agreement, upon payment of P100,000, the Tuasons obtained possession of 20 quiñones (90 has.) of the land. Because the balance of P1,101,063 was unpaid, the Deudors went to court to rescind the agreement for such non-payment. This Court, when the case reached it on appeal, ruled that since the payment depended on the delivery of the remaining 30 quiñones of land, the obligation of the Tuasons to pay ceased when the Deudors failed to deliver the 30 quiñones and in that respect, or to that extent, the agreement was rescinded (*Deudor v. Tuason*, L-13768, May 30, 1961; *Deudor v. Tuason*, L-20015, October 31, 1963).

In the meantime, the Tuasons had instituted ejectment suits against occupants of the lands covered by their Torrens title. These occupants claimed to have acquired the lands by purchase from the Deudors and alleged that under the compromise agreement the Tuasons agreed to assume the obligations of the Deudors with them to the extent of acknowledging their rights to buy or continue paying the value of their lands as per contract with the Deudors. The Tuasons however contended that the compromise agreement called for execution of new sales agreements.

The plaintiffs here, Jose de Jesus, et al., filed an amended complaint on December 5, 1962, alleging inter alia that they purchased their lots from the Deudors and have either fully or partially paid; that on February 28, 1957 CFI of Rizal Judge Hermogenes Caluag, in *Deudor v. Tuason*, C.C. No. Q-135, ruled, subsequently upheld by the Court of Appeals on June 27, 1961, that the purchasers from the Deudors, named in the list attached to the compromise agreement, were entitled to continue their purchase of lots they occupy and shall not be ejected therefrom nor shall their constructions be demolished until final determination of their rights; that on the basis of these orders, the plaintiffs, being "identically and similarly situated,"[*] have the right to be heard on their claim of ownership; that they tend to be damaged and prejudiced by the ejectment suits filed by the Tuasons unless the

court issues a writ of preliminary injunction in their favor; and that they are willing to pay for their lots should the court rule in their favor. They prayed the court to declare their right to buy their lots as per compromise agreement; to issue a writ of preliminary injunction to stop the threatened demolition of their houses; and to grant them P500 as attorney's fee, plus costs.

The defendant Tuasons answered on December 11, 1962, alleging as affirmative defenses that (1) the cause of action is barred by prior judgment; (2) the complaint states no cause of action; (3) the court has no jurisdiction to interfere by injunction and stop the execution of decisions of Salas IV and V of the same CPI; and (4) the plaintiffs are misjoined.

Subsequently, defendants moved to dismiss, relying on their affirmative defenses.

On June 10, 1963, the Court of First Instance ruled in its decision that the compromise agreement upon which the plaintiffs' cause of action depends having already been rescinded and set aside by the Supreme Court in *Deudor v. Tuason*, L-13768, May 30, 1961, the action should be, as it was thereby, dismissed.

The plaintiffs appealed directly to Us from the decision of dismissal.

It can readily be seen from the amended complaint that the plaintiffs depend on the compromise agreement for the enforcement of their alleged rights. The situation herein is not materially different from that in *Tuason v. Sanvictores*, L-16836, January 30, 1962 and in *Gonzales v. Tuason*, L-21692, December 29, 1965, where the alleged *Deudor* vendees, threatened with eviction by ejectments suits brought by the Tuasons, filed separate actions to enforce their claimed preferential rights under the same compromise agreement. In said previous cases, We held that this preferential right should be set up in the possessory actions, it being in the nature of a compulsory counterclaim therein, otherwise the same would be barred, pursuant to Section 6 of Rule 10 - now Section 4 of Rule 9 - of the Rules of Court:

"SEC. 6. Counterclaim not set up barred. - A counterclaim not set up shall be barred if it arises out of or is necessarily connected with, the transaction or occurrence that is the subject-matter of the opposing party's claim and does not require for its adjudication the presence of third parties of whom the court cannot acquire jurisdiction."

It plainly appears that the asserted right of the plaintiffs herein is necessarily connected with the subject-matter of the afore-stated possessory actions of the Tuasons against them. And it is not contended that there are necessary third parties beyond the reach of the court's process. The plaintiffs, as mentioned earlier, alleged in their amended complaint, particularly paragraph 8 thereof, that ejectment suits filed by the Tuasons threaten their eviction. Nothing in the records before Us, except for the claim of defendants that the possessory actions have already become final, indicates whether the possessory suits have indeed become final or are still pending. It is clear, though, that, as stated, plaintiffs' action here is in the nature of a compulsory counterclaim in those possessory actions. As compulsory counterclaims, therefore, these may not be set up in subsequent actions such as this one. To avoid, multiplicity of suits, they should rather be asserted in the possessory actions, If the same had not yet resulted in final and executory judgment.

WHEREFORE, the decision appealed from is hereby affirmed, with costs against appellants.

SO ORDERED.

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

[*] Record on Appeal, p. 152.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.