

**ABDON LAGMAN, PETITIONER, VS. COURT OF APPEALS, AND HON. HONORIO ROMERO, AS PRESIDING JUDGE, CFI-PAMPANGA, BR. III, RUSTICO TOBIAS, AS DEPUTY SHERIFF OF PAMPANGA, ISAAC CERVANTE...**

*G.R. No. L-34128. March 29, 1972*

Ponente: CONCEPCION, C.J.

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**CONCEPCION, C.J.:**

Petition for review on certiorari of a decision of the Court of Appeals.

The record shows that on August 19, 1968, private respondents herein, namely, Isaac, Engracia and Rufino Cervantes – hereinafter referred to as Cervantes – had filed with the Municipal Court of Macabebe, Pampanga, a complaint for unlawful detainer, docketed as Civil Case No. 19-68 of said court, against herein petitioner Abdon Lagman; and that, in due course, said court rendered, on April 16, 1969, a decision dismissing the case, without costs, upon the ground that it "falls within the exclusive original jurisdiction of the Court of Agrarian Relations." Cervantes tried to appeal from said decision, but, on May 20, 1969, the municipal court, presided over by Hon. Nicanor D. Guevara, Municipal Judge, dismissed the appeal, upon the ground that the sum of P16 deposited by Cervantes as docket fees of the Court of First Instance of Pampanga was P16 only, and, hence, P4 short of the reglementary docket fee of P20.

The municipal court having refused to reconsider its order dismissing the appeal, Cervantes filed, with the Court of First Instance of Pampanga, on or about July 17, 1969, a special civil action - Case No. 3573 of said court for certiorari and mandamus against said Judge Guevara and Lagman, to annul said order of dismissal of the appeal and compel said Judge Guevara to give due course thereto. On November 18, 1969, the Court of First Instance of Pampanga, Branch III, presided over by Hon. Honorio Romero, Judge, issued an order, in said Case No. 3573, declaring that the same had been submitted for decision upon a stipulation of facts. In another order, dated January 8, 1970, invoking *Lazaro vs. Endencia*,<sup>[1]</sup> Judge Romero declared that said appeal had been duly perfected, and, consequently, set aside the order of Judge Guevara dated May 20, 1969, as well as gave due course to the appeal of Cervantes.

On August 14, 1970, Judge Romero issued an order in Case No. 3573 stating that, by agreement of the parties, the ejectment case would be decided by him on the evidence introduced in the municipal court, which was, accordingly, directed to forward the complete record of said Civil Case No. 19-68, including the documentary evidence "and the complete transcript of stenographic notes taken during the trial of the same." On motion of Cervantes, and upon the posting of a bond in the sum of P500, Judge Romero issued, on September 25, 1970, an order directing Lagman "to refrain from harvesting the fish \* \* \* on the land in question or to do such act that would work injustice" to Cervantes, "pending the termination of this case." Then, on October 12, 1970, Judge Romero rendered a decision in Civil Case No. 3573, commanding Lagman to vacate the land in question; to pay Cervantes sixty (60) cavans of palay or its value, as unpaid rentals for the years 1966-1967 "and the yearly rental

therefrom" until the defendant (Lagman) "vacates the property in question," as well as to pay P1,000 as attorney's fees and costs. The next day, Cervantes moved that a writ of execution be issued to enforce this decision. On January 11, 1971, Cervantes submitted "supplemental grounds" for the issuance of said writ.

In the meantime, or on November 12, 1970, Lagman had filed a motion for reconsideration and new trial, alleging, inter alia, that the case is within the exclusive original jurisdiction of the Court of Agrarian Relations. On February 17, 1971, Cervantes filed a motion praying that Lagman be ordered "not to harvest the palay crop on the land in question without prior authority from this Honorable Court \* \* \*" and that "the Provincial Sheriff or any of his representative \* \* \* be ordered to supervise the harvesting and once harvested, all the produce be deposited in a bonded warehouse until all the incidents in this case \* \* \* shall have been finally resolved and adjudicated." This motion was granted, on February 25, 1971, in an order designating Rustico Tobias, of the Office of the Provincial Sheriff, to supervise the harvesting of the palay.

On March 2, 1971, Lagman filed a motion for the reconsideration of said order of February 25, 1971, and no action having been taken, either on this motion or on that of November 12, 1970 for a reconsideration of the decision of October 12, 1970, Lagman filed, with the Court of Appeals, on March 31, 1971, the present special civil action for certiorari, mandamus and prohibition, with preliminary injunction, to restrain Judge Romero from "conducting any further proceedings" in said Civil Case No. 3573 of the Court of First Instance of Pampanga; to secure a writ of preliminary mandatory injunction commanding respondent Rustico Tobias to withdraw 83 cavans of palay from the warehouse in which he had deposited the palay harvested by Lagman; to annul said decision of Judge Romero dated October 12, 1970 and his aforementioned orders dated September 25, 1970 and February 25, 1971; and to compel him to dismiss said case No. 3573. Forthwith, the Court of Appeals issued the writ of preliminary injunction prayed for by Lagman.

After appropriate proceedings, said Court rendered its appealed decision of August 19, 1971, dismissing this case, with costs against the petitioner, and dissolving the aforementioned writ of preliminary injunction, upon the ground that Judge Romero had properly given due course to the appeal of Cervantes from the decision of the municipal court, the docket fees of the court of first instance having been seasonably deposited in the municipal court, although short by P4, which were promptly paid upon notice to Cervantes; that the challenge to the jurisdiction of Judge Romero had come too late, for the objection to said jurisdiction should have been made not later than during the pre-trial; and that, as defendant in the unlawful detainer case, Lagman had "admitted in his testimony that he occupied and took possession of the property in question without talking to anybody as the same is public land." Hence, Lagman filed the present petition for review, which We find to be well taken.

In the complaint for unlawful detainer, Cervantes had alleged, inter alia, —

"3. That plaintiffs are the owners of an Agricultural Land (Fishpond) located at Bo. Dalayap, Macabebe, Pampanga, as evidenced by Transfer Certificate of Title No. T-6461-R, the technical description of which is hereto attached as Annex 'A';

"4. That a portion of this agricultural land with an area of Two (2) has., more or less, has been devoted to the planting of palay crop during rainy seasons;

"5. That plaintiffs, sometime in the year 1965, entered into a verbal contract with the defendant whereby the former leased to the latter the two (2) has., portion of the agricultural land on a yearly basis, renewable for another year at the option of the plaintiffs, to expire at the end of yearly harvest season, which verbal lease contract has been going on for several years, with a yearly rental of twenty (20) cavans of palay;

"6. That by virtue of said verbal contract, defendant took possession of the property in question and still (is) in possession of the same up to the present;

"7. That in accordance with their agreement wherein the verbal lease contract is on yearly basis, renewable for another year at the option of the plaintiffs, the latter on January, 1968, informed the defendant of the termination of their lease contract and demanded the surrender of possession of said property, but defendant notwithstanding repeated demands refused and remains obstinate in his refusal to vacate the leased premises and continued to remain in possession of the property, despite the harvest of palay crop in the early months of 1968;

"8. That during the previous years, 1966 and 1967, defendant failed to pay the leased rentals agreed upon, and because of plaintiffs' kind heartedness and generosity, plaintiffs were prevailed upon by the defendant to extend the lease contract up to the last harvest in the early months of 1968, with a promise to pay all the accrued rentals of forty (40) cavans of palay or its value for the years 1966 and 1967 in addition to the rentals for the harvest in the early months of 1968, but which defendant failed to pay."

In other words, Cervantes maintained, in the aforementioned complaint, that the land in question is devoted to the planting of palay; that Cervantes had verbally leased said land to Lagman, at a yearly rental of 20 cavans of palay, renewable yearly at the option of Cervantes; that Lagman had defaulted in the payment of the rentals for the years 1966 and 1967; that, accordingly, in January, 1968, Cervantes advised Lagman of the termination of said lease and demanded the surrender of the possession of the land; and that, despite repeated demands, Lagman had refused to vacate said land. What is more, these allegations were borne out by the decision of the municipal court, from which We quote:

"From the evidence presented the Court found the following facts, to wit: that the defendant was in possession of the land in dispute in 1962 and in 1963 by virtue of an agreement he had with the plaintiff Isaac Cervantes, with the obligation of clearing the land and the right to receive all the harvest made thereon within the said period of two years; that in 1964 the defendant and plaintiff Isaac Cervantes entered into a verbal contract of lease over the same land under the terms of which the defendant shall work the land and he shall pay after each harvest a yearly rental of 20 cavans of palay to the plaintiffs; that the defendant paid only 10 cavans of palay in 1964 and only 5 cavans of palay in 1965 but thereafter up to the present he did not make any payment of rentals; and that it is because of the failure of the defendant to pay the agreed rentals that the plaintiffs are ejecting him from the land in dispute. It has been established also by defendant's evidence that he has been tilling the land in dispute from 1961 to the present, devoting it to the production of palay.

"It is undisputed that the land in question is an agricultural land devoted to the production of palay.

"It appears that the verbal contract of lease between the parties herein has relation to the possession and cultivation of an agricultural land devoted to the production of palay through the labor of the defendant and as such it comes within the purview of the term agricultural tenancy defined by Republic Act No. 1199, as amended (Almodiel vs. Blanco, et al., L-17508, July 30, 1962). \* \* \*."

Indeed, although Lagman had originally taken possession of the land without the consent of Cervantes, the two had subsequently entered into a contract whereby Cervantes agreed to lease the land to Lagman, for a period of one (1) year, renewable, at the option of Cervantes, at a yearly rental of twenty (20) cavans of palay, which Lagman agreed to pay, but failed to pay beginning from the years 1966 and 1967: This was, not only alleged by Cervantes in the complaint in the municipal court, but, also, established by their evidence therein. Moreover, it was so held in the decision of said court, which felt, therefore — and correctly — that it had no other choice than to dismiss the case, the same being within the exclusive original jurisdiction of the Court of Agrarian Relations.

On appeal from said decision of the municipal court, the court of first instance had exceeded, therefore, its jurisdiction in rendering a decision on the merits of the action for unlawful detainer, the authority of said court of first instance, in connection with said appealed case, being limited to dismissing the same for lack of jurisdiction of the municipal court over the subject-matter of the case.

The decision of the Court of Appeals declares that the objection of Lagman to the jurisdiction of the court of first instance, made in his motion for reconsideration of its decision, had come too late, for he "should have challenged the authority of respondent judge not later than during the pre-trial of the appealed illegal detainer case." The Court of Appeals further held that the question "whether or not there exists a tenancy relationship between the parties depends upon the facts of the case," and that Judge Romero – whose findings of fact could not be reviewed by said appellate court, in this original action for certiorari, mandamus and prohibition – had found no such relationship between Lagman and Cervantes.

We find ourselves unable to accept the view thus taken by the Court of Appeals. To begin with, the findings of fact of the municipal court were confirmed by those of the court of first instance. We quote from the decision of Judge Romero:

"\* \* \* Later in 1965, plaintiffs and defendant entered into a verbal lease contract over the land in question on a yearly basis, the defendant obligating himself to pay to the plaintiffs twenty (20) cavanes of palay as yearly rental and with the further condition that if the plaintiffs need the land in litigation, defendant shall vacate the same upon demand. In 1965 as the defendant failed to pay the yearly rental, the plaintiffs demanded the termination of the lease contract but defendant pleaded with the plaintiffs to extend the lease for another year with the promise that the unpaid yearly rental in 1965 be paid with the yearly rental for the year 1966, to which the plaintiff acceded; that in 1966 the defendant did pay only five (5) cavanes, failing to pay the unpaid of fifteen (15) cavanes for the year 1965 and also the full rental for the year 1966. Despite this failure of defendant, plaintiff again acceded to another year extension and stayed there until 1967 when the plaintiff demanded defendant to vacate. And as he refused to vacate the premises, he Isaac, one of the plaintiffs wrote him a letter demanding that he (defendant) vacate the premises Exhibit 'B' but refused despite having received the notice. He did not pay also for the years 1968-69."

Secondly, it is a fundamental principle that the jurisdiction over the subject-matter of a case may be objected to at any stage of the proceedings, for such jurisdiction is "conferred only by law, and cannot be acquired through, or waived by, any act or omission of the parties." [2] Hence, it may be alleged, for the first time, on appeal, or considered by the Court *motu proprio*. [3]

Thirdly, Judge Romero had before him, when he rendered the decision in Civil Case No. 3573, the whole record of the municipal court, including Lagman's answer therein to the complaint of Cervantes, assailing the jurisdiction of said court as well as its decision, from which We quote:

"\* \* \* Indeed plaintiffs' own evidence shows that the defendant worked on the land and planted palay. This situated (sic) falls squarely within the provisions of Section 42 of Republic Act No. 1199, as amended, which provides:

'Section 42. Landholder-Lessor and Tenant-Lessee. Defined. Any person, natural or juridical, either as owner, lessee, usufructuary or legal possessor of agricultural land, who lets, leases or rents to another said property for purposes of agricultural production and for a price certain or ascertainable either in an amount of money or produce, shall be known as the land-holder-lessor; and any person who, with the consent of the former, tills, cultivates or operates said land, susceptible of cultivation by one individual, personally or with the aid of labor available from among his own immediate household, is a tenant-lessee.'

"The relationship between the plaintiff Isaac Cervantes and the defendant clearly falls within the pertinent provisions of Republic Act No. 1199, as amended, which are quoted hereunder, to wit:

'Section 3. Agricultural Tenancy Defined. Agricultural tenancy is the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the

labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in produce or in money, or in both.' (Italics supplied.)

'Section 4. System of agricultural Tenancy: their definitions. Agricultural Tenancy is classified into leasehold tenancy and share tenancy.'

\* \* \* \* \*

'Leasehold Tenancy exists when a person who, either personally or with the aid of labor available from members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by, another in consideration of a fixed amount in money or in both.' (Italics supplied.)

'Section 6. Tenancy Relationship; Its Definition. Tenancy relationship is a juridical tie which arises between a landholder and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of land belonging to the former, either under the share tenancy or leasehold tenancy system, \* \* \*.'

"This case falls within the exclusive original jurisdiction of the Court of Agrarian Relations as provided for in Section 7 of Republic Act No. 1267, as amended, which is quoted hereunder, to wit:

'Sec. 7. Jurisdiction of Court. The Court shall have original and exclusive jurisdiction over the entire Philippines, to consider, investigate, decide, and settle all questions, matters, controversies, or disputes involving all relationships established by law which determine the varying rights of persons in the cultivation and use of agricultural land where one of the parties works the land; Provided, however, that cases pending in the Court of Industrial Relations upon the approval of this Act which are within the jurisdiction of the Court of Agrarian Relations, shall be transferred to, and the proceedings therein continued, in the latter Court.'

"It follows, therefore, that this Municipal Court has no jurisdiction over this instant case."

Fourthly, the very complaint of Cervantes in the municipal court — which is determinative of its jurisdiction over the case[4] — alleged the existence of a leasehold relationship between the parties in connection with the cultivation of an agricultural land devoted to the planting of palay. It was apparent, therefore, from the record before Judge Romero, before he rendered his decision, that the jurisdiction of the municipal court was in issue therein, that said court had no jurisdiction over the subject-matter of the case, and that, on appeal from the decision of the municipal court, the court of first instance, consequently, had no jurisdiction to pass upon the merits of the action filed by Cervantes.

And, last, but not least, the illegal detainer case should have been given, in the court of first instance, a docket number separate and distinct from that of Civil Case No. 3573, and should have been heard and decided separately from said Civil Case No. 3573. It was, manifestly, improper to hear and decide both cases, in one and the same proceeding. The action for illegal detainer was an appealed case, whereas Civil Case No. 3573 was an original action. The former was entitled "Cervantes vs. Lagman," the latter "Cervantes vs. Hon. Nicanor D. Guevara and Lagman." The issues in the former were whether or not the municipal court had jurisdiction over the subject-matter of the case and — should this question be decided in the affirmative — whether Lagman was guilty of unlawful detainer. The issue in the latter was whether or not said Judge Guevara had gravely abused his discretion in dismissing the appeal taken by Cervantes from his (Judge Guevara's) decision in the unlawful detainer case.

WHEREFORE, the appealed decision of the Court of Appeals should be, as it is hereby reversed, and another one shall be entered granting the writ prayed for, with costs against private respondents herein.

**SO ORDERED.**

Reyes, J.B.L., Makalintal, Zaldivar, Castro, Fernando, Teehankee, Barredo, Villamor, and Makasiar, JJ., concur.

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[1] 57 Phil. 552.

[2] Cruzcosa vs. Concepcion, 101 Phil. 147, 150; Squillantini vs. Republic, 88 Phil. 135, 136-137; People vs. De Martinez, 76 Phil. 599, 600; Juanillo vs. De Ia Rama, 74 Phil. 43; Vda. Hijos de Pedro Roxas vs. Rafferty, 37 Phil. 957, 960; U.S. vs. Jayme, 24 Phil. 90, 92; U.S. vs. De Ia Santa, 9 Phil. 22, 26.

[3] Section 2, Rule 9, Rules of Court, Vda. Hijos de Roxas vs. Rafferty, supra; Government vs. American Surety Co., II Phil. 203.

[4] Serrano vs. Munoz (HI) Motors, Inc., L-25547, Nov. 27, 1967; De Jesus, et al. vs. Garcia, et al., L-26816, Feb. 28, 1967; Cardenas vs. Camus, L-17191, July 30, 1962; U.S. vs. Mallari, 24 Phil. 366, 368.

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