

**MANUEL D. FELICIANO ET AL., PETITIONERS, VS.
GUILLERMO-CABRERA ET AL., RESPONDENTS. PETITIONERS. JOSE
BELMONTE FOR RESPONDENTS.**

G.R. No. L-937. December 17, 1946

Ponente: HILADO, J.

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HILADO, J.:

On March 5, 1946, petitioners filed with the Municipal Court of Manila a complaint against respondent Eusebio R. Irabagon seeking the ejectment of the latter from the "accesoria" numbered 42 of Quiricada Street, Manila.

Upon the case being called for hearing on March 23, 1946, the parties submitted to the court a written compromise agreement (Exhibit B of petition) providing (paragraph 1), among other things, that the plaintiffs grant to the defendant an extension of his occupancy until August 31, 1946, the defendant to pay a monthly rent of P60 payable in advance at the plaintiff's residence within the first five days of the month to which the respective rent corresponds, beginning March, 1946. It was likewise agreed (paragraph 5) that should the defendant fail to comply with the terms of said agreement execution of the judgment "be immediately issued upon plaintiff's petition, without notice to the defendant."

The respondent judge, approving the aforesaid agreement, on that same date rendered judgment in accordance therewith (Exhibit C, petition). In paragraph (a) of its decision, the municipal court, through respondent Judge Cabrera, ordered the defendant to vacate the said premises "on or before August 31, 1946, and to pay the plaintiffs the rentals thereof, at the rate of P60 per month within the first five (5) days of the month to which each rental corresponds * * *, beginning March 1, 1946 until the defendant vacates and surrenders to the plaintiffs the premises in question * * *."

In paragraph (b) of the same decision the Court ordered both the plaintiffs and the defendant "to strictly adhere to the other provisions of the aforementioned agreement, namely: (1) not to appeal from this judgment to any superior court, and (2) if plaintiff's premises at Nos. 408 and 410 Quiricada Street, Manila, now occupied by other tenants, become vacant before August 31, 1946, the plaintiffs shall lease same to the defendant, but after said date the plaintiffs shall be free to dispose of premises Nos. 408 and 410 above-mentioned, without any compromise of any sort with the defendant."

'As respondent Irabagon, defendant in that case, continued occupying the premises beyond August 31, 1946, petitioners, who were the plaintiffs, on September 2, 1946, filed a petition with the municipal court praying for the execution of the judgment, which petition was granted on that same date. Said petition for execution was based not only upon the judgment rendered in the case pursuant to the compromise agreement aforesaid extending to August 31, 1946, the tenant's occupancy, after which peremptory period it had been mutually agreed upon by the parties and sanctioned and approved by the Court's judgment that the tenant was to return and surrender the possession of the premises to the landlords, but also upon the medical advice of Dr. Jesus V. Celis, physician of petitioners' family, that the sickness of petitioner Maria T. de Feliciano and her state of health were

such that she needed a quiet place to live in so as to enable her to have more rest and repose than she was having at 1322 Magdalena Street, Trozo, Manila, where she and her family were living and had to continue living because respondent Irabagon had not vacated the above-mentioned premises at 412 Quiricada Street, Sta. Cruz, Manila. The medical advice is supported by the physician's affidavit Exhibit D.

Upon the granting of said petition for execution the writ of execution (Exhibit E) was issued by the municipal court under date of September 2, 1946.

Under date of September 4, 1946, respondent Irabagon, as defendant in the detainer case, in a motion filed with the municipal court (Exhibit F) asked for a stay of execution based upon the following grounds, to wit: (1) that since the signing of the aforesaid compromise agreement he had made all efforts to find another house but his efforts "proved in vain due to the present emergency"; (2) that he was the former owner of the house in question but in the fall of 1944 he was forced to sell it to petitioners "due to utter hardship suffered by everybody during that time"; (3) that petitioners are rich people and "are now well accommodated in their other properties," he alleging furthermore in this third ground that in the said agreement it

was stipulated "that in case an}', door of the three-door house in question is vacated, plaintiffs will not enforce said agreement and decision," and that the middle door of said house was about to be vacated as the occupants had promised plaintiffTs to vacate it on or before September, 1946; (4) that respondent has "a quite big family, consisting of his wife and four children"; and (5) that said respondent "is now constrained to ask that the six months extension provided for by Act No. 689 be granted in his favor, and that he will not stop finding another house to where he will transfer immediately even though the three months prayed for in this motion has not yet elapsed." It will be observed that the compromise agreement Exhibit B made on March 23, 1946, granted defendant five months and eight days extension of his occupancy, that is, from March 23, 1946, to August 31, 1946, but in his motion to stay execution of September 4, 1946, he asked for another three months extension, invoking Commonwealth Act No. 689. Said motion to stay execution was granted by the municipal court by order dated September 10, 1946, wherein he was given an extension until November 30, 1946, within which to vacate the premises in question (Exhibit G).

The pertinent provisions of Commonwealth Act No. 689 are as follows:

"SEC. 4. When a final and executory * * * judgment in a suit for the recovery of rentals or for ejection from a building or part thereof used as dwelling establishes the fact that the lessee has retained the possession of the building leased to him after the expiration of the contract, the court that issued * * * judgment may, at its discretion, on the petition of the lessee and subject to the conditions prescribed in this Act, suspend the execution of said * * * judgment for a period which it considers convenient but not exceeding three months. (Italics supplied.)

* * * * *

"SEC. 6. The order of suspension shall be granted and will continue in force only on condition that the person against whom judgment has been rendered deposits the total amount of rents due during the period of suspension or such portions of said amount as the Court may order from time to time, at the same rate of rental that he was 'charged for the month immediately preceding the expiration of the lease * * *.'" (Italics supplied.)

From the above-quoted portions of section 4 of Commonwealth Act No. 689 it appears that the court can not grant an extension exceeding three months. This necessarily implies that the provision refers to a case where an extension, for not less than the maximum of three months contemplated in the act, has not been mutually and voluntarily agreed upon by the parties in the exercise of their freedom of contract in so far as it has not been restricted by the same act. Where, as in this case the parties by a compromise agreement agreed upon an extension not only of three months but of five months and eight days (from March 23 to August 31, 1946), it would seem

that the aim of the law was more than fully fulfilled; and this conclusion acquires stronger confirmation when we consider that the parties not only made the compromise agreement, but submitted it to the municipal court to be the basis of its judgment in the litigation that they had thus amicably settled.

In the compromise agreement (paragraph 4), the parties solemnly bound themselves to abide by the decision to be rendered by the court to which said agreement was being submitted, and not only this, but they further bound themselves not to appeal from such decision to any superior court. In paragraph 5 it was mutually stipulated that should the tenant fail to comply with the terms of said agreement, execution of the judgment "be immediately issued upon plaintiffs' petition, without notice to the defendant." It would be hard to employ a language more expressive of a deliberate intention on the part of both parties to consider that compromise as a final settlement of the controversy, including, of course, the period of extension of the tenant's occupancy. The question arises whether or not under said compromise agreement the tenant waived all other extension, including that permitted by Commonwealth Act No. 689. If he had a mental reservation of the purpose to still invoke the extension allowed by said Act (which could not have exceeded three months) when he so solemnly agreed to the extension of five months and eight days which his landlords granted him under the compromise agreement, it could truthfully be said that said tenant entered into the agreement with a fraudulent purpose. He can only be said to have honestly entered into it if we should consider that he thereby waived the right to still ask for the extension provided for in said act. On the other hand, everybody can rest assured that had the tenant frankly announced to his landlords that after August 31, 1946, he would still ask for another three months extension under the act, said landlords would never have entered into the compromise agreement. And considering that the lease had really expired, as appears from the fact that the parties had to extend the same, had it not been for the compromise agreement, there is no question that judgment of ejection would have been entered by the municipal court on that very day, March 23, 1946, when the case was called for hearing.

But at any rate, from the above-quoted provision of section G of Commonwealth Act No. 689, it is very clear that the suspension of execution provided for in the act is allowed to be decreed and to continue in force only on condition that the tenant or the person against whom judgment has been rendered deposits the total amount of rents due during the period of suspension, or such portions of said amount as the court may order from time to time at the same rate of rental that he was charged for the month immediately preceding the expiration of the lease. Evidently, this condition sine Qua non has been imposed to afford the landlord a protection from prejudice through possible non-payment of rents, calculated to equitably compensate the special benefit conferred on the tenant by the extension of his occupancy regardless of the landlord's choice. In the present case, it is not pretended that the tenant made any such deposit of the total amount of the rents corresponding to the extension that he sought in his motion to stay execution of September 4, 1946, either before, simultaneously with, or after, the filing of said motion. It is not even hinted that he, before, upon, or after, the filing of the same motion, asked the municipal court to determine the portions of said rentals that he would be required to deposit from time to time. Indeed, the fact that the order of respondent Judge Cabrera of September 10, 1946, granting said motion for stay, does not make mention of any such deposit, would logically show that no such deposit nor such petition was ever made. In respondent Irabagon's answer to the petition herein it 13 neither alleged nor insinuated that in connection with his aforesaid motion to stay execution he ever made the deposit of the total amount of rents, nor that he ever requested the municipal court to fix from time to time the portions of such rents as said court would deem fit to determine as contemplated in section G of Commonwealth Act No. 689.

With particular reference to the allegations of paragraphs 8 and 9 of the answer, it is to be noted that the promise of the landlords not to lease to any other person, but only to respondent Irabagon, any of the two doors contiguous to the "accesoria" in question which might become vacant, was limited to the period "before August 01, 1946" (paragraph 6, Exhibit B). And, therefore, even if it were true, as alleged in paragraph 9 of said answer, that the

landlords had obtained a final and executory judgment against the occupant of one of said doors to eject him on September 30, "1945" (1946), the latter date was exactly one month after the expiration (August 31, 1946) of the period during which the aforesaid obligation of said landlords under paragraph 6 of Exhibit B was in force.

For the foregoing considerations, the court is of opinion that the respondent judge gravely abused the discretion conferred upon him by section 4, in relation to section 6, of Commonwealth Act No. 689, when he issued his order Exhibit G granting the stay of execution prayed for by respondent Irabagon in his motion Exhibit F.

And finally, it appears that in the order of the respondent judge of September 10, 1946 (Exhibit G) the extension granted to respondent Irabagon was to expire, as it expired, on November 30, 1946.

Wherefore, the writ of certiorari prayed for is hereby granted, said order of the respondent judge (Exhibit G) dated September 10, 1946, is hereby annulled, and said respondent judge is hereby instructed to forthwith issue a writ of execution of the judgment of the Municipal Court of Manila dated March 23, 1946, in civil case No. 1588 of the same court. No costs. So ordered.

Moran, C. J., Feria, Pablo, Perfecto, Bengzon, Briones, Padilla, and Tuason, JJ., concur.

Paras, J., concurs in the result.

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