

**MELCHOR DAMASCO, FABIAN TOBIAS AND IRINEO PANSOY,
PETITIONERS, VS. CIRIACO MONTEMAYOR, LUIS ORTEGA AS JUDGE
OF THE COURT OF FIRST INSTANCE OF PANGASINAN, AND THE
PROVINCIAL SHER...**

G.R. No. L-3737. December 27, 1950

Ponente: MORAN, C.J.

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MORAN, C.J.:

This is a special civil action for certiorari. Petitioners Melchor Damasco, Fabian Tobias and Irineo Pansoy were tenants of respondent Ciríaco Montemayor in several parcels of land located in Alaminos, Province of Pangasinan. Petitioners were sued for ejectment in the Justice of the Peace Court of Alaminos by Ciríaco Montemayor, and against the complaint they filed a motion to dismiss upon the ground that said court had no jurisdiction over the case which involved a contract of tenancy. The motion was denied, whereupon, petitioners filed an action for prohibition in the Court of First Instance to prevent said justice of the peace court from trying the case. In the Court of First Instance, the parties had entered into a compromise by which petitioners bound themselves to deliver to respondent Ciríaco Montemayor as lessor, thirty-three and one-half (33 1/2) piculs of palay on or before February 1, 1949, which were the rentals corresponding to the agricultural year of 1948 and 1949, and that upon payment of such rental Ciríaco Montemayor bound himself to pay to each of the petitioners the amount of P5 as expenses. It is expressly stipulated in the compromise that the lease agreement shall terminate on December 31, 1949, if not renewed between the parties. This compromise was approved by the court in a judgment rendered to that effect. On January 27, 1950, respondent Ciríaco Montemayor filed a petition asking for the execution of the judgment alleging that the lease agreement was not renewed by the parties, and that, therefore, the lease having terminated on December 31, 1949, possession of the land should be delivered to him by means of execution of the judgment. The motion was granted, hence the instant petition for certiorari seeking to set aside the writ of execution alleged to have been issued without jurisdiction.

It must be noticed that the issue submitted to the Court of First Instance in the pleadings filed by the parties was whether or not the justice of the peace court had jurisdiction over the ejectment case filed by Ciríaco Montemayor against the petitioners herein. The parties, however, entered into a compromise agreement, the subject matter of which is foreign to such issue of jurisdiction. The court approved the agreement and it having acted outside its jurisdiction, the compromise-agreement, entered into by the parties voluntarily, should be considered as an extra judicial agreement, unenforceable by means of writ of execution.

There is furthermore in the compromise agreement no stipulation regarding delivery of possession on the termination of the contract, and, therefore," in the judgment of approval there is no order for such delivery of possession. And a writ of execution can not go beyond the terms of the judgment sought to be executed.

Upon the other hand, it is a fact alleged in the petition and admitted by respondents that petitioners are tenants of Ciríaco Montemayor. Any petition for the ejectment of tenants under a contract of rice tenancy is cognizable by

the Tenancy Division of the Department of Justice and by the Court of Industrial Relations on appeal.

Petition is granted; the writ of execution issued by the respondent Court of First Instance is hereby set aside, and respondents are all enjoined from carrying said writ into effect. With costs against respondent Ciríaco Montemayor.

Pablo, Bengzon, Padilla, Tuason, Reyes, Jugo, and Bautista Angelo, JJ., concur.

MORAN, C. J.:

Mr. Justice Paras and Mr. Justice Feria voted to grant the writ.

Petition granted.

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