

MANUEL BAGUIORO, PETITIONER, VS. CONRADO BARRIOS, JUDGE OF FIRST INSTANCE OF ILOILO, AND EMILIANA TUPAS VDA. DE ATAS, RESPONDENTS.

G.R. No. L-277. August 30, 1946

Ponente: FERIA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/de743015e791/>

FERIA, J.:

The complaint filed on January 7, 1945, in the Court of First Instance of Iloilo by the respondent Emiliana Tupas Vda. de Atas against the defendant, petitioner in this case, reads as follows:

"Comes now plaintiff in the above-entitled cause of action, by her undersigned counsel, and to this Honorable Court respectfully represents:

"I. That plaintiff is a widow, of age, and resident of the City of Iloilo, and that defendant is also of age, married, and resident of Calle Rizal, City of Iloilo;

"II. That plaintiff is the exclusive and absolute and registered owner of the following described property, situated in the City of Iloilo, pursuant to the Transfer Certificate of Title No. 9644 issued in her favor by the Register of Deeds;

"TRANSFER CERTIFICATE OF TITLE NO. 9644

" 'A parcel of land (lot No. 173 of the cadastral survey of Iloilo), situated in the municipality of Iloilo. Bounded on the N. and W. by Tot No. 172; on the NW. by lot No. 583; and on the S. by Calle Rizal. Containing an area of three hundred and ninety square meters (390), more or less.

"The above lot, without the improvements which were burned during the war, is assessed at P4,680.

"III, That sometime in the month of July, 1946, herein defendant verbally solicited the permission of herein plaintiff to construct a house of light materials on the lot above described of some three brazas wide and three brazas long just-enough for them to sleep, at a monthly rental of twenty pesos (P20), payable in advance, and plaintiff told said defendant that she would think the matter; but to her surprise, because no formal agreement had been reached between them as regards the amount of the rentals and the dimension of the house, she found out that defendant had already begun the construction of a nipa and bamboo house;

"IV. That instead of constructing a house of three brazas by three brazas as above alleged, defendant has built additions after additions to the house such that the present house constructed is twenty-eight and one-half feet on the front and forty-two and one-half feet on the side, and has rented a part thereof to other persons, and that when plaintiff discovered this anomaly and violation of their verbal and initial agreement, defendant was told sometime in October, 1945, to pay a monthly rental of fifty pesos (P50) a month, or vacate the lot in question;

"V. That the rental of fifty pesos (P50) a month is reasonable and just taking into account the present assessed valuation of the lot above described and encumbrance existing thereon; and

"VI. That for the month of October,, defendant paid only the sum of P25, leaving a balance of P25, and for subsequent months defendant has refused and still refuses to pay the said rentals of fifty pesos (P50). or vacate the premises, in spite of repeated demands.

"Wherefore, it is respectfully prayed that judgment be rendered, sentencing defendant to pay to plaintiff the sum of fifty pesos (P50) as monthly rentals for the lot occupied by him of the property of herein plaintiff, beginning with the month of October, 1945, or to vacate the lot in question, with costs against the defendant, and for such other and further relief as this Honorable Court shall deem just and equitable."

The petitioner filed on January 24, 1946, a motion to dismiss "on the ground that the Court has no jurisdiction over the subject matter of the complaint or suit, the action being either for the collection of rentals of a real estate which do not reach to two hundred pesos (P200) or for ejectment from the premises in question. In either case this Honorable Court has no jurisdiction over the subject matter of the litigation." But the court denied the petition and, after declaring the defendant in default, proceeded to try the case and rendered judgment on February 18, 1946, sentencing him either to pay two hundred fifty pesos (P250) or to vacate the lot in question.

The defendant filed with this Court a petition, for certiorari on February 24 of the same year, on the ground that the respondent judge acted without jurisdiction over the subject matter in trying and deciding the case, and at the same time asked this Court to enjoin the respondent judge from taking further action in the case during the pendency of this petition. The preliminary prohibitory injunction prayed for was issued.

After considering the questions herein involved we hold that the lower court, presided by the respondent judge, tried and decided the action without jurisdiction.

From the complaint above quoted it appears that, had the petitioner not occupied a portion of land larger than that "initially agreed upon," the plaintiff would not have demanded the increased monthly rental to P50 and filed a suit against him; and that the plaintiff's action as alleged in the complaint is one of forcible entry, because the defendant has occupied the portion in excess and deprived the plaintiff of the possession thereof, clandestinely or by stealth, and the illegal possession thereof by the defendant at the time of the filing of the complaint was less than a year.

It is an axiom in civil procedure that if the relief demanded is not the proper one which may be granted under the law, it does not characterize or determine the nature of the plaintiff's action, and that the relief to which the plaintiff is entitled based on the facts alleged by him in his complaint, although it is not the relief demanded, is what determines the nature of the action. And that is the reason why it is generally added to prayers for relief, though not necessary, the words "and for such other relief as the law warrants," or others to the same effect. So if a plaintiff alleges, for instance, that the defendant owes the former a certain amount of money and did not pay it at the time stipulated, and prays that the defendant be sentenced to return a certain personal property to the plaintiff, such prayer will not make or convert the action of recovery of debt into one of recovery of personal property, and the court shall grant the proper relief, or sentence the defendant to pay his debt to the plaintiff.

The attorney for the plaintiff, in his opposition to the defendant's motion to dismiss filed in the court below, and in his answer to the petition for certiorari in this Court, contends that the plaintiff's principal action is for breach of contract, and therefore within the jurisdiction of the Court of First Instance, because it is not capable of pecuniary estimation. There is no such kind of action. Breach of contract may be the cause of action, but not the action or relief itself. According to our Civil Code, a breach of contract is a cause of action, either for specific performance, or rescission of the contract. As the plaintiff is entitled only to one of the two reliefs, if he prays that the defendant be sentenced to perform the obligations imposed upon him by the contract the action is specific performance, and if he prays that the contract be rescinded the plaintiff's action is rescission. In contracts of lease of a real estate, if

the lessee violates the terms of the contract by his failure to pay the rent due or to comply with the conditions of the lease, and refuses to vacate or return the possession of the property leased to the lessor notwithstanding demand to do so, the action is illegal detainer if filed within one year, and recovery or restoration of possession if filed after one year, from the demand.

That the prayer for relief in the complaint seems to convey the idea that the plaintiff would agree to let the defendant continue in possession if he pays the rents or damages demanded by the plaintiff, does not change the nature of the action, since the court may only grant the proper relief according to law, that is, the ejectment of the defendant and the payment by the latter of the damages due for the occupation of the land, though the plaintiff is free to condone said payment. It is evident that the court can not authorize the defendant petitioner to continue in possession of the land as lessee if he pays the rents or damages demanded by the plaintiff since such continuation depends not only upon the plaintiff's will but also upon that of the defendant. A judgment authorizing the defendant to continue as lessee for a certain and definite period of time after the judgment, will not bind the plaintiff to grant such lease nor the defendant to continue as lessee paying the monthly rental fixed by the court. A court cannot make and impose a contract upon the parties.

Even assuming, arguendo, that the complaint may contain two alternatives or independent actions, one of forcible entry and another for recovery of rents or damages, the Court of First Instance of Iloilo has no jurisdiction to entertain either one or both. It has no jurisdiction over the action of forcible entry, for it is within the exclusive jurisdiction of the justice of the peace; nor over that of recovery of rents or damages, because the amount claimed by the plaintiff in his complaint, which determines the court's jurisdiction, is less than two hundred pesos (P200). According to the complaint, the petitioner had occupied the lot in question during the months of October, November, December and January when the complaint was filed, and the total amount of rents or damages claimed as due for that occupation at the rate of fifty pesos (P50) a month, minus the sum of twenty-five pesos (P25) which was paid on account of the rent for October, aggregate only one hundred and seventy-five pesos (P175).

The fact that, in its judgment, the lower court has awarded the plaintiff the sum of P250, including the rent for February, and not the P25 paid on account by the petitioner for the month of October as alleged in the same complaint, did not confer upon the court jurisdiction over the case. If the court has no jurisdiction over the subject matter according to the allegations in the complaint, it can not acquire it just because the rents claimed and those that may accrue during the pendency of the suit may amount to a sum within its' jurisdiction. To hold otherwise would lead to the absurdity that the jurisdiction of the court depends not upon the allegations in the complaint, but upon a contingency which may or may not arise or occur. As the damages claimed in the complaint amounted to one hundred and seventy-five pesos (P175), could the lower court have sentenced the defendant to pay the amount claimed had the latter made a confession of judgment? The respondent judge's decision in this case is set aside, with costs against the respondent Emiliana Tupas Vda. de Atas, So ordered.

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

DISSENTING

PARAS, J.:

A penetrating scrutiny of the complaint filed in the Court of First Instance of Iloilo and quoted in the opinion of the majority convinces me that an ordinary ejectment case, founded on deprivation of possession "by force, intimidation, threat, strategy, or stealth, or on the "expiration or termination * * * of any contract, express or

implied," and falling under the exclusive original jurisdiction of the justice of the peace court, was not contemplated by the plaintiff, herein respondent Emiliana Tupas Vda, de Atas. No such ejectment case could have been thought of under the prayer "that judgment be rendered, sentencing defendant to pay to plaintiff the sum of fifty pesos (P50) as monthly rentals for the lot occupied by him of the property of herein plaintiff, beginning with the month of October, 1945, or to vacate the lot in question, with costs against the defendant, and for such other and further relief as this Honorable Court shall deem just and equitable." It is very significant that section 1 of Rule 72 of the Rules of Court, pointing out the remedy in cases of "forcible entry and detainer," specifically mentions the bringing of "an action in the proper inferior court against the person or persons unlawfully withholding or depriving of possession or any person or persons claiming under them, for the restitution of such possession." The willingness of the plaintiff to let the defendant, herein petitioner Manuel Baguioro, retain possession of the land upon payment of the rent (which, plaintiff alleges, should be P50) is plainly repugnant to the theory that the principal purpose of the action is ejectment of the defendant or, in the language of section 1 of Rule 72, "the restitution of possession."

Upon the other hand, giving such reasonable intendments to the allegations of the complaint as are consistent with and implied by the relief sought, the action may be one for the enforcement of a lease contract—implied or otherwise—in which the court is asked to fix the amount of the rent for want of corresponding stipulation. The claim that the rent ought to be P50, when considered with the prayer "for such other and further relief as this Honorable Court shall deem just and equitable," merely invokes the discretion and judgment of the court regarding the righteousness of said claim.

Indeed from what I can gather from the complaint, it appears that on the land owned by the plaintiff, and before the parties could come to a definite agreement, the defendant built a house, which was later enlarged. The plaintiff was therefore interested more in the continuance of the incipient legal relation between the plaintiff and the defendant and the judicial settlement of the amount to be paid by the defendant for occupying plaintiff's land than in the collection of the rents already due. Otherwise, the complaint would have been for the outright ejectment of the defendant. But if the defendant should prefer ouster to payment of the rents fixed by the court, there might be some question, if the plaintiff elected to raise the point at the trial, as to what must be done with the construction, depending upon the defendant's good or bad faith in building the same and upon the application of the legal provisions on the subject, which question would naturally invoke the title to and ownership of real property coming within the original jurisdiction of the Court of First Instance.

While the complaint may be treated as one for simple ejectment, in the light of some of its averments, the circumstance nevertheless does not prevent it from being an action—its denomination immaterial—that may be filed originally in the Court of First Instance, in view of the other allegations and the prayer. In the latter situation, matters contained in the pleading which are not necessary to, or are incompatible with, the jurisdiction of the Court of First Instance may be considered surplusage. The complaint might have been awkwardly drafted, but unless the defendant was actually misled to his surprise or injury, it should be held sufficient. (*Lizarraga Hermanos vs. Yap Tico*, 24 Phil, 504.) It is needless to state that the nature of an action is determined by its allegations and prayer. As long as the complaint makes out a case cognizable by the Court of First Instance, the latter's jurisdiction will not be altered or taken away simply because the action cannot prosper. The judgment in this case was rendered after the defendant had been seised in default.

The present petition for certiorari should, therefore, be dismissed with costs against the petitioner. The latter, however, should be given opportunity to file an answer to the complaint, after which a hearing should be held.

DISSENTING

HILADO, J.:

Liberal construed, as it should be (Rule 15, section 17), the plaintiff's complaint, to say the least, is susceptible of two constructions: as a complaint in ejectment, and as one aimed at invoking the general jurisdiction of the Court of First Instance in actions for possession of real property, as regards the plaintiff's land under section 56, paragraph 2, of Act No. 136. In choosing between these two constructions, in justice to the learning and intelligence of counsel for the plaintiff, it seems to me that the court should have had no difficulty in concluding that he meant and intended to resort to the latter procedure, as he should be presumed to know such an elemental rule as that which confers upon the municipal or justice of the peace court exclusive original jurisdiction of forcible entry and unlawful detainer cases within the first year following the accrual of the cause of action. In this connection, I am of opinion that even where the defendant employs, e. g., violence in taking possession of the plaintiff's land, the law does not compel the latter to resort to the summary remedy furnished by Rule 72, section 1, just as it does not compel the plaintiff to file a criminal complaint for any criminal offense which the defendant may have committed with the use of such violence. I think the law grants the plaintiff a choice of remedies, as well as a choice of courts, so long as he lays before the court of his choice the facts calling for a proper exercise of its jurisdiction. So that an undisputed owner of land who, as such, is by law entitled to its possession, and who is deprived thereof, e. g., by force, while entitled to the summary remedy afforded by Rule 72, section 1, which according to said section he may resort to, is neither compelled to bring his case thereunder, alleging the characteristic circumstance of violence, lodging his action in the proper inferior court, nor forbidden to seek redress from the proper Court of First Instance by bringing his case under its general jurisdiction "in all civil actions which involve * * * the possession of real property * * *", waiving the effects of the violence committed by the defendant, as well as the summary remedy to which such characteristic circumstance may entitle him, and simply alleging, as his cause of action, his ownership of the land, his right to its possession and the fact that he has been deprived of such possession by the defendant, regardless of the manner employed in such deprivation. The same law which does not compel the owner to bring a criminal action by reason of such violence does not compel him to bring a forcible entry suit by reason thereof. And it would be to my mind scandalous to affirm in a government of laws that in such circumstances the owner will be prevented from bringing his case under the general jurisdiction of the Court of First Instance of the province without invoking the characteristic circumstance of violence. Of course, in an ordinary action commenced in the Court of First Instance, he will not be entitled to the summary proceedings, such as the immediate execution of the judgment, etc., provided for in Rule 72. So long as the plaintiff does not rely on any of the specific circumstances characterizing the action as one of forcible entry or unlawful detainer, it cannot be said to be within the exclusive original jurisdiction of the municipal or justice of the peace court, even within the first year following the accrual of the cause of action.

Furthermore, as well stated in the foregoing dissent of Mr. Justice Paras, the case with which the Court of First Instance of Iloilo was concerned under the complaint transcribed in the majority opinion also involved the question as to what must be done with the construction consisting in the house built by the defendant on the plaintiff's land, depending upon the defendant's good or bad faith. As to this question, the proper court would have the power, as well as the duty, to determine the rights and obligations of the parties, since it is not only comprised within the facts alleged in the complaint but also within the general prayer for relief thereof. (Rule 35, section 9.) With respect to said question, the proper court will have to apply the corresponding rules of accession with respect to realty in section 2, Chapter II, Title II, Book II, of the Civil Code. In other words, the "case, as regards such question, involves, within the purview of section 56, paragraph 2, of Act No. 136, an "interest" in real property, since the right of accession with respect to real property is clearly an interest therein. It is not, nor can it be correctly, pretended that the Municipal Court of Iloilo has jurisdiction to determine the rights and obligations

of the parties with regard to the said question of accession.

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.