

ENRIQUE DERECHO, PETITIONER, VS. CARLOS ABIERA, RAFAEL Q. GASATAYA AND NICANOR CAPONONG, RESPONDENTS.*G.R. No. L-26697. July 31, 1970*

Ponente: TEEHANKEE, J.

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An original action of certiorari in forma pauperis against the municipal court's judgment of unlawful detainer against petitioner and the court of first instance's order for execution of said judgment pending appeal for non-filing of supersedeas bond.

On May 26, 1966, respondent Caponong filed Civil Case No. 415 in the municipal court of Kabankalan, Negros Occidental presided by respondent judge Gasataya for ejectment of petitioner and his wife from the five hectare-riceland owned by respondent Caponong, on the ground that the written five-year lease contract executed between them had already expired in February, 1966 and petitioner's right to the possession and cultivation of the same had ceased.

Petitioner moved for the dismissal of respondent Caponong's complaint on the ground of the municipal court's lack of jurisdiction, alleging that there existed a leasehold tenancy between them entitling him to security of tenure under the Agricultural Tenancy Act (Republic Act No. 1199) and that the action for his dispossession properly falls within the original and exclusive jurisdiction of the Court of Agrarian Relations. Petitioner cited the fact of inclusion of his wife in the action as indicating an implied admission in the complaint of her being a member of petitioner's immediate farm household aiding in the cultivation of the riceland. After hearing, respondent municipal court denied petitioner's dismissal motion and ordered, at respondent's instance, the dropping from the complaint of petitioner's wife as a party defendant.

Petitioner thereafter filed on June 16, 1966 his answer to the complaint admitting the material allegations as to the execution of the lease contract, but invoking anew the respondent court's lack of jurisdiction and reasserting that his refusal to vacate the riceland was by virtue of his acquired right to security of tenure under the Agricultural Tenancy Act, since he was the actual cultivator of the land devoted to the production of rice.

Trial was thereafter held by respondent municipal court, with the parties agreeing that the only question to be resolved by the court was whether the contract of lease between them is a civil or tenancy lease, and with respondent, through counsel, -- according to petitioner's undenied allegation in paragraph 9 of the petition -- expressly foregoing in open court his claim in the complaint for attorney's fees and damages.

On August 9, 1966, respondent municipal court rendered its judgment ordering petitioner to return possession of the five-hectare landholding to respondent and to pay to respondent "the reasonable rental (in) the amount of three hundred fifty pesos (P350.00) corresponding to and from the month of March, 1966 to July, 1966."

Petitioner moved respondent court for reconsideration of its judgment on the ground that respondent had not sought in its complaint the payment of "reasonable rental on the premises" which, any way was duly stipulated for

in their written lease contract, and that respondent had not presented any evidence in support of the rental awarded; and that the only amount mentioned in the complaint was that of P350.00 as attorney's fee, which had been expressly waived by respondent's counsel who had stated that respondent was only interested in the return of the land and nothing more.

Respondent court nevertheless denied on September 8, 1966 petitioner's motion for reconsideration and petitioner perfected his appeal, docketed as Civil Case No. 333 of the court of first instance of Negros Occidental presided by respondent judge Abiera. On September 23, 1966, respondent filed before said lower court a motion for execution of the municipal court's judgment of ejectment on the ground of petitioner's failure to file the supersedeas bond required in detainer cases by Rule 70, section 8 of the Rules of Court. Petitioner opposed the same on the ground of the municipal court's lack of jurisdiction over the subject matter as well as lack of basis to order the payment of P350.00 as reasonable rental and further offered to file a P1,000.00-supersedeas bond to stay execution of the judgment. The lower court upon ascertaining that no supersedeas bond was filed beforehand, granted the motion and ordered execution to issue immediately. Petitioner's motion for reconsideration having been denied, he thereupon instituted the present action.

Upon petitioner's filing of a nominal bond, we issued on November 3, 1966, a writ of preliminary injunction restraining the issuance of an order of execution of judgment by the lower court, subsequently amended on December 13, 1966 at petitioner's urgent plea to restrain respondents as well as the chief of police of the municipality of Kabankalan from executing the judgment of ejectment and from harvesting petitioner's 1966-1967 rice crop.

The crucial jurisdictional issue at bar depends on whether the lease contract between the parties is an ordinary civil lease or an agricultural leasehold tenancy agreement.

For if it is an ordinary civil lease contract, then the respondent municipal court properly had jurisdiction over the complaint of ejectment filed by respondent and to issue its judgment of ejectment, execution of which pending appeal for non-filing of supersedeas bond could rightly be ordered by the court of first instance. On the other hand, if it is an agricultural leasehold tenancy agreement, then original and exclusive jurisdiction over the case lies with the Court of Agrarian Relations and the disposition of the case would be governed by the security of tenure provisions of the Agricultural Tenancy Act protecting as an important public policy the leasehold tenant from dispossession notwithstanding any agreement as to period of surrender of the land and except for any of the lawful cases provided by law and by final and executory judgment of the agrarian court after due hearing.[1]

As stated above, the municipal court tried the case and received the parties' evidence on this single agreed issue of whether the contract of lease between them is a civil or tenancy lease, assumed jurisdiction over the case as an ordinary detainer case and rendered judgment of ejectment against petitioner.

When the crucial issue of jurisdiction was raised anew before the court of first instance in connection with respondent's motion for execution of the judgment of ejectment pending appeal, the lower court apparently relied on the fact pleaded in respondent judge Abiera's answer that a case to enjoin the municipal court proceedings filed by petitioner with the Court of Agrarian Relations in Bacolod City had been dismissed by the latter court in an order dated July 8, 1966. What was lost sight of by the lower court was that the agrarian court's dismissal of the action before it did not resolve the jurisdictional issue, but was decreed conformably with the ruling laid down in *Evangelista vs. Court of Agrarian Relations*[2] that when as in this case, the jurisdiction of a court depends upon the determination of a question of fact, it must be raised and determined in the court whose jurisdiction is questioned, i. e. the municipal court where the detainer case was first filed and on appeal, the court of first instance, so as to avoid the confusion of two courts conducting simultaneous proceedings on the same cause but

based on diametrically opposed premises determinative of their respective jurisdiction, which would not be conducive to the proper and orderly administration of justice.

We find, however, a vital distinction between Evangelista and the present case. There, upon the alleged leasehold tenant's motion to dismiss the complaint for unlawful detainer in the municipal court on the ground of lack of jurisdiction having been denied, he filed a petition with the court of first instance to prohibit the inferior court from continuing the same, which was dismissed after hearing for lack of merit. He did not appeal from the dismissal, but instead filed a new action before the agrarian court for alleged "illegal dispossession and reinstatement," having been in the meantime judicially ousted by writ of execution issued by the municipal court for non-filing of supersedeas bond, although he thereafter appealed the judgment of ejectment to the court of first instance. The lessee there was obviously trying to "ride two horses", and this Court issued a writ of prohibition at the landowner's instance against further proceedings in the agrarian court case, holding that the question of jurisdiction of the municipal court in the ejectment case -- dependent upon the factual question of the existence of a tenancy relationship between the parties -- being already on appeal in the court of first instance (and the lessee having already lost his special recourse to a writ of prohibition), the parties should await the decision of that court and abide by it subject to appeal by any of them, and rejecting the lessee's contention that the appealed ejectment case and the agrarian court case may proceed to their conclusion simultaneously.

Here in the case at bar, the jurisdictional issue was properly raised by petitioner before respondent court of first instance when respondent sought the execution of the judgment of ejectment pending appeal. Said respondent court summarily ordered the issuance of execution on the ground of non-filing of supersedeas bond and the petition for certiorari challenging the order for execution for lack of jurisdiction is properly before the Court and has not yet been lost as in Evangelista. The Court holds that such summary granting of execution was not in accord with due process. We hold that when the factual question of the existence of a leasehold tenancy relation between the parties is raised, in an ejectment case, which if true, would vest original and exclusive jurisdiction over the case in the court of agrarian relations and not in the municipal court, it is essential that the court of first instance hold a preliminary hearing and receive the evidence solely on the facts that would show or disprove the existence of the alleged leasehold tenancy. On the basis of such evidence, the court would then determine whether or not it has jurisdiction, and summarize the facts in an order upholding its jurisdiction and that of the municipal court or declaring the lack thereof.

Such preliminary hearing is necessary after receipt by the court of first instance of the ejectment case on appeal from the municipal court for trial de novo, since the municipal court is not a court of record and cannot elevate the oral evidence submitted to it. It would be preferable, of course, should the municipal court take pains to make of record in its judgment the pertinent facts on the basis of which it has assumed jurisdiction, for then the preliminary hearing on jurisdiction conducted by the court of first instance could be based thereon and considerably expedited.

Thus, should the court wrongly assume jurisdiction, notwithstanding that the facts at the preliminary hearing clearly show its lack of jurisdiction, the appellate courts would have the facts before them and upon proper recourse by the leasehold tenant, would be in a position to issue the necessary writs of certiorari or prohibition -- unlike in the case at bar, where the essential facts are not before us, not having been made of record below, save for the conflicting contentions of the parties.

Leasehold tenancy is after all specifically defined by the law^[3] and may be expeditiously determined. As enunciated by Mr. Justice Fred Ruiz Castro, speaking for the Court in *Teodoro vs. Macaraeg*,^[4] the principal elements of a leasehold tenancy contract or relation are as follows:

"1. The object of the contract or the relationship is an agricultural land which is leased or rented for the

purpose of agricultural production;

2. The size of the landholding must be such that it is susceptible of personal cultivation by a single person with assistance from the members of his immediate farm household;

3. The tenant-lessee must actually and personally till, cultivate or operate said land, solely or with the aid of labor from his immediate farm household; and

4. The landlord-lessor, who is either the lawful owner or the legal possessor of the land, leases the same to the tenant-lessee for a price certain or ascertainable either in an amount of money or produce."^[5]

We therefore hold that respondent court of first instance acted with grave abuse of discretion in not holding a preliminary hearing on the prejudicial factual question of whether or not a leasehold tenancy rather than an ordinary civil lease contract or relation existed between the parties for the purpose of determining its jurisdiction to act in the premises and instead summarily presuming its jurisdiction and issuing the questioned order and writ for execution of the judgment of ejectment.

It should be noted that if the facts should be as asserted by petitioner in the petition and in his memorandum, viz, that he personally cultivated the five-hectare parcel of riceland with the aid of his wife and three sons and that he timely paid the fixed annual rental thereof of P500.00 (the last two years in cash of P700.00 and 20 cavanes of palay), the above elements of a leasehold tenancy relation would be shown to exist in the case and respondents courts would have to disclaim jurisdiction over the cases below.^[6]

A contempt incident arose in this case when petitioner charged that respondent through a trusted man, Florencio Jaime, intercepted on January 19, 1967 petitioner's threshed palay of 31 cavanes and 20 gantas, with a value of P477.00, in violation of this Court's preliminary injunction. Petitioner further prayed that respondent be made accountable for the palay and that the value thereof be considered as part payment for 1966-1967 crop year rental and credited to the P700.00-rental for said crop year that he had earlier tendered to respondent. Respondent, upon the Court's show-cause order, denied under oath petitioner's charge. Petitioner later manifested on June 2, 1967 that his criminal complaint against Florencio Jaime "was amicably settled when (he) agreed to accept the return of the (palay) if still in good condition" but reiterated his prayer to be credited with the value thereof as against his rental since the palay had rotted in the possession of Jaime. The Court set the contempt incident for hearing on June 28, 1967 and in its resolution of said date commissioned respondent judge Abiera to receive the evidence of the parties and to submit his report. Judge Abiera carried out his commission and submitted his report of September 18, 1967, finding no evidence of respondent Caponong having had any part in the interception of petitioner's palay alleged to have been committed by Florencio Jaime and a companion and that petitioner had admittedly merely presumed that Jaime had been ordered by respondent; and recommending that the contempt charge against respondent be dismissed. We find the recommendation in order and therefore dismiss the contempt charge, without prejudice to the accounting for the intercepted palay asked by petitioner being threshed out in the proper proceedings, should it be shown there that Jaime had acted on behalf of respondent.

ACCORDINGLY, the writ of certiorari prayed for is granted. The respondent court of first instance's order for the issuance of execution and the writ of execution issued pursuant thereto on October 4, 1966 are hereby annulled and set aside. Said court is directed to hold a preliminary hearing on the factual question of the existence of a leasehold tenancy relation between the parties for the purpose of determining the issue of jurisdiction, as above indicated. The amended writ of preliminary injunction issued by the Court is hereby made permanent. With costs against private respondent.

SO ORDERED.

Concepcion, C.J., Reyes, Dizon, Makalintal, Zaldivar, Castro, Fernando, Barredo, and Villamor, JJ., concur.

[1] "SEC. 49. Ejectment of Tenant. --Notwithstanding any agreement or provision of law as to the period or future surrender of the land, in all cases where land devoted to any agricultural purpose is held under any system of tenancy, the tenant shall not be dispossessed of his holdings by the landholder except for any of the causes hereinafter enumerated and only after the same has been proved before, and the dispossession is authorized by, the court. x x x " (Rep. Act No. 1199, as amended) For causes for dispossession of tenant, see sec. 50, idem; also sec. 36, Rep. Act No. 3844, as amended.

[2] 109 Phil. 957 (1960).

[3] "SEC. 4. Systems of Agricultural Tenancy; their Definitions. --Agricultural tenancy is classified into leasehold tenancy and share tenancy. x x x

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 produce or in both." See also sec. 166, par. 2, Rep. Act No. 3844.

[4] L-20700, Feb. 27, 1969 (27 SCRA 7).

[5] Emphasis copied.

[6] Petitioner would then be in a position to properly avail in the agrarian, court of his right of security of tenure as well as of the provisions of secs. 16 and 34 of Rep. Act No. 3844.

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