

GREGORIO ARANETA, INC., PLAINTIFF-APPELLANT, VS. DOLORES DE MESA, DEFENDANT-APPELLEE.

G.R. No. L-21972. September 30, 1970

Ponente: ZALDIVAR, J.

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ZALDIVAR, J.:

Appeal, on a question of law, from the decision of the Court of First Instance of Manila in its Civil Case No. 50702.

Plaintiff Gregorio Araneta, Inc., a duly organized domestic corporation, is the owner of the premises located at 1030 Vermont St., Malate, Manila, which it leased to defendant Dolores de Mesa on a month-to-month basis at the rate of P12.00 a month. On September 28, 1961, plaintiff sent to defendant a letter advising the latter of the termination of the lease effective October 31, 1961, and demanding payment of the rental covering the month of September as well as that corresponding to the month of October and the vacation of the premises not later than October 31, 1961.[1]

Defendant having failed to vacate the premises, plaintiff filed a complaint for ejectment in the city court of Manila on February 3, 1962. On May 17, 1962, the city court rendered a decision ordering the defendant to vacate the lot in question, and to pay plaintiff the sum of P60.00 representing rents in arrears as of January 1962, plus the sum of P12.00 a month beginning February, 1962 for the use and occupation of the premises until she had completely vacated and surrendered the possession thereof to plaintiff, to pay P30.00 as and for attorney's fees and the costs.

The defendant appealed the decision of the city court to the Court of First Instance of Manila. On June 24, 1963, the Court of First Instance of Manila rendered a decision, the pertinent portions of which read as follows:

"Plaintiff of course is within its rights in terminating the contract of lease. It is to be noted, however, that this action for ejectment is premised not upon the failure of the defendant to pay the rent, but upon notice of the termination of the lease given by the plaintiff to the defendant on Sept. 28, 1961. But defendant has been occupying this premises for over 50 years. In accordance with Art. 1687 of the New Civil Code, defendant is entitled to an extension of the lease. This period of extension should be commensurate with the period during which the defendant had been occupying the premises as lessee. As defendant had been occupying the premises for over 50 years, the Court believes that three years would be a reasonable extension of the period of the lease.

"WHEREFORE, defendant is hereby granted a period of THREE (3) years, counted from the date of this decision within which she may occupy the premises. Without pronouncement as to costs."

The plaintiff filed a motion for reconsideration of the foregoing decision, but said motion was denied by the lower court on July 16, 1963. Plaintiff filed a second motion for reconsideration on August 7, 1963, and on August 10, 1963, the lower court amended the dispositive portion of the decision to read as follows:

"WHEREFORE, defendant is hereby granted a period of THREE (3) years, counted from the date of this

amenda-tory decision within which she may occupy the premises at the same rental of P12.00 a month. Judgment is hereby rendered in favor of the plaintiff and against the defendant for the payment of back rentals from September, 1961 to January, 1962 at the same rate of P12.00 monthly rental." [2]

Plaintiff's third motion for reconsideration dated August 17, 1963 was denied on August 26, 1963.

On September 2, 1963, plaintiff filed its notice of appeal from: (a) the decision dated June 24, 1963 as modified on August 10, 1963; (b) the order dated July 16, 1963 denying the first motion for reconsideration, and (c) the order dated August 26, 1963 denying the third motion for reconsideration. The appeal was duly perfected.

Plaintiff-appellant assigns in its brief only one error allegedly committed by the court, as follows:

"The lower court erred in extending the lease for a period of three (3) years from the date of the amendatory decision."

The main point stressed by plaintiff-appellant in its appeal is that the trial court had incorrectly applied the provision of Article 1687 of the Civil Code in granting the defendant-appellee an extension of the lease for three years.

It appearing, however, that the amended decision was dated August 10, 1963, and according to the decision the lease in question was extended for three years from that date, it results that the period of the lease in question has by now expired. The question raised in the present appeal has, therefore, become academic, and this case has become moot.

WHEREFORE, the appeal of plaintiff-appellant is dis-missed, and the decision appealed from is considered final and immediately executory.

No costs.

IT IS SO ORDERED.

Reyes, J.B.L., Acting C.J., Dizon, Makalintal, Ruiz Castro, Fernando, Teehankee, Barredo, and Makasiar, JJ., concur.

Concepcion, C.J., on official leave.

Villamor, J., did not take part.

[1] Record on Appeal, p. 5.

[2] Record on Appeal, pp. 40-41.

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