

PROGRESSIVE DEVELOPMENT CORPORATION, INC., PETITIONER, VS. COURT OF APPEALS AND WESTIN SEAFOOD MARKET, INC., RESPONDENTS.

G.R. No. 123555. January 22, 1999

Ponente: BELLOSILLO, J.

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BELLOSILLO, J.:

May the lessee which instituted before the Metropolitan Trial Court an action for forcible entry with damages against its lessor file a separate suit with the Regional Trial Court against the same lessor for moral and exemplary damages plus actual and compensatory damages based on the same forcible entry?

On grounds of *litis pendencia* and forum-shopping, petitioner invokes established jurisprudence that a party cannot by varying the form of action or adopting a different method of presenting his case evade the principle that the same cause of action shall not be litigated twice between the same parties or their privies.[1] Petitioner therefore prays for reversal of the decision of the Court of Appeals dated 27 May 1995, as well as its Resolution dated 17 January 1996 denying reconsideration, which upheld the denial by the Regional Trial Court of petitioner's motion to dismiss private respondent's damage suit.

The antecedents: On 27 May 1991 petitioner leased to private respondent Westin Seafood Market, Inc., a parcel of land with a commercial building thereon located at Araneta Center, Cubao, Quezon City, for a period of nine (9) years and three (3) months, i.e., from 2 January 1989 to 30 April 1998, with a monthly rental of approximately P600,000.00. The contract contained, among others, the following pertinent terms and conditions:

EFFECT OF VIOLATIONS

25. LESSEE hereby agrees that all the provisions contained in this Contract shall be deemed as conditions, as well as covenants, and that this Contract shall be automatically terminated and cancelled without resorting to court action should LESSEE violate any or all said conditions, including the payment of Rent, CUSA and other charges indicated in the FLP when due within the time herein stipulated and in any such cases, LESSEE hereby irrevocably appoints LESSOR, its authorized agents, employees and/or representatives as his duly authorized attorney-in-fact, even after the termination, expiration or cancellation of this Contract, with full power and authority to open, enter, repossess, secure, enclose, fence and otherwise take full and complete physical possession and control of the leased premises and its contents without resorting to court action and/or to summarily disconnect electrical and/or water services thereof, and that LESSEE hereby irrevocably empowers LESSOR, his authorized agents, employees and/or representatives to take inventory and possession of whatever equipment, furniture, articles, merchandise, appliances, etc., found therein belonging to LESSEE, consignors and/or to any other persons and to place the same in LESSOR's warehouse or any other place at LESSOR's discretion for safekeeping; charging LESSEE the corresponding storage fees therefor; that in case LESSEE fails to claim said equipment, furniture, articles, merchandise, appliances, etc. from storage and simultaneously liquidate any liability with LESSOR within seven (7) days from date of said transfer to LESSOR's warehouse, LESSOR is likewise hereby expressly authorized and empowered by LESSEE to dispose of said property/properties in a public sale through a Notary Public of LESSOR's choice and to apply

the proceeds thereof to whatever liability and/or indebtedness LESSEE may have to LESSOR plus reasonable expenses for the same, including storage fees, and the balance, if any, shall be turned over to LESSEE; that LESSEE hereby expressly agrees that any or all acts performed by LESSOR, his authorized agents, employees and/or representatives under the provisions of this Section may not be the subject of any petition for a Writ of Preliminary Injunction or Mandatory Injunction in court, and that LESSOR and/or his authorized agents, employees, and/or representatives shall be free from any civil and/or criminal liability or responsibility whatsoever therefor.

TERMINATION OF LEASE

26. Upon the automatic termination of this lease contract, as the case may be, LESSEE shall immediately vacate and redeliver physical possession of the leased premises, including the keys appertaining thereto, to LESSOR in good, clean and sanitary condition, reasonable wear and tear excepted, devoid of all occupants, equipment, furniture, articles, merchandise, etc., belonging to LESSEE or to any other person except those belonging to LESSOR; that should LESSEE fail to comply with this provision, LESSOR is hereby given the same rights and power to proceed against LESSEE as expressly granted in the immediately preceding section.

Private respondent failed to pay rentals despite several demands by petitioner. As of 19 October 1992 the arrearages amounted to P8,608,284.66. Admittedly, non-payment of rentals constituted breach of their contract; thus, pursuant to the express authority granted petitioner under the above-quoted Secs. 25 and 26 of the lease agreement, petitioner on 31 October 1992 repossessed the leased premises, inventoried the movable properties found within and owned by private respondent and scheduled public auction for the sale of the movables on 19 August 1993 with notice to private respondent.

On 26 November 1992 private respondent filed with the Metropolitan Trial Court of Quezon City a complaint against petitioner for forcible entry with damages and a prayer for a temporary restraining order and/or writ of preliminary injunction.[2] The case was raffled to Branch 40 presided over by Judge Guillermo L. Loja Jr. who issued a temporary restraining order enjoining petitioner from selling private respondent's properties at a public auction.

On 9 December 1992 Judge Loja inhibited himself from trying the case and directed its transfer to Branch 34 presided over by Judge Joselito SD Generoso. Soon after, petitioner filed an urgent motion for the inhibition of Judge Generoso and the immediate reraffle of the case arguing that the summary transfer of the case to Judge Generoso was irregular as it was not done by raffle.

The motion was granted and the case went to Branch 36 presided over by Judge Francisco D. Villanueva. Thereafter, on 22 December 1992, at the continuation of the hearing on the issuance of a writ preliminary mandatory injunction, the parties agreed, among others, on the following: (a) private respondent would deposit with the Philippine Commercial and Industrial Bank in the name of the Metropolitan Trial Court, Branch 36, the amount of P8,000,000.00 to guarantee the payment of its back rentals; (b) petitioner would defer the sale of the personal properties of the Westin Seafood Market, Inc., until a final settlement of the case had been arrived at; (c) petitioner shall allow private respondent to retrieve all the perishable goods from inside the leased premises like frozen meat, vegetables and fish, all properly receipted for; (d) petitioner shall allow three (3) maintenance personnel of private respondent to enter the premises at reasonable working hours to maintain the restaurant equipment; and (e) the parties shall negotiate for the restoration of the premises to private respondent, and if no settlement be arrived at on or before January 8, 1993, the hearing on the merits of the case shall proceed and the disposition of the amount deposited representing the rental arrearages shall be left to the discretion of the court.

This agreement was incorporated in the order of the court dated 22 December 1992[3] which in effect terminated for all intents and purposes the incident on the issuance of a preliminary writ of injunction.

Private respondent did not comply with its undertaking to deposit with the designated bank the amount representing its back rentals. Instead, with the forcible entry case still pending with the MeTC, private respondent instituted on 9 June 1993 another action for damages against petitioner with the Regional Trial Court of Quezon City. The case was raffled to Branch 101 presided over by Judge Pedro T. Santiago.[4]

Petitioner filed a motion to dismiss the damage suit on the ground of *litis pendencia* and forum shopping. On 2 July 1993, instead of ruling on the motion, Judge Santiago issued an order archiving the case pending the outcome of the forcible entry case being heard at the MeTC for the reason that "the damages is (sic) principally anchored on whether or not the defendants (petitioner herein) have committed forcible entry." [5] On 2 August 1993 petitioner moved for reconsideration of the order and reiterated its motion to dismiss the suit for damages.

Before petitioner's motion to dismiss could be resolved, private respondent filed with the RTC on 18 August 1993 an amended complaint for damages. On 14 September 1993 it also filed an Urgent Ex-Parte Motion for the Issuance of a Temporary Restraining Order and Motion for the Grant of a Preliminary Prohibitory and Preliminary Mandatory Injunction. On the very same day, Judge Santiago issued an order (a) denying petitioner's motion to dismiss, (b) admitting private respondent's amended complaint, and (c) granting private respondent's application for a temporary restraining order against petitioner.

Thus, petitioner filed with the Court of Appeals a special civil action for certiorari and prohibition on the ground that Judge Santiago acted in excess of his jurisdiction and/or committed grave abuse of discretion amounting to lack of jurisdiction in admitting the amended complaint of private respondent and issuing a restraining order against petitioner; in allowing private respondent to engage in forum shopping; and, taking cognizance of the action for damages despite lack of jurisdiction.[6]

But the Court of Appeals dismissed the petition due to the failure of petitioner to file a motion for reconsideration of Judge Santiago's order of 14 September 1993 which, it explained, was a prerequisite to the institution of a petition for certiorari and prohibition. It also found that the elements of *litis pendencia* were lacking to justify the dismissal of the action for damages with the RTC because despite the pendency of the forcible entry case with the MeTC the only damages recoverable thereat were those caused by the loss of the use and occupation of the property and not the kind of damages being claimed before the RTC which had no direct relation to loss of material possession. It clarified that since the damages prayed for in the amended complaint with the RTC were those caused by the alleged high-handed manner with which petitioner reacquired possession of the leased premises and the sale of private respondent's movables found therein, the RTC and not the MeTC had jurisdiction over the action of damages.[7]

Petitioner, aggrieved by the decision of the appellate court, filed the instant petition for review on certiorari under Rule 45 of the Rules of Court alleging that it erred in (a) finding that petitioner failed to avail of its plain, speedy and adequate remedy of a prior motion for reconsideration with the RTC; (b) ruling that the trial judge did not act with grave abuse of discretion in taking cognizance of the action for damages and injunction despite the pendency of the forcible entry case with the MeTC; and, (c) ruling that private respondent did not commit forum shopping since the causes of action before the RTC and MeTC were not identical with each other.

There is merit in the petition. While generally a motion for reconsideration must first be filed before resorting to certiorari in order to give the lower court an opportunity to correct the errors imputed to it[8] this rule admits of exceptions and is not intended to be applied without considering the circumstances of the case.[9] The filing of the motion for reconsideration before availing of the remedy of certiorari is not *sine qua non* when the issue raised is one purely of law,[10] or where the error is patent or the disputed order is void,[11] or the questions raised on certiorari are the same as those already squarely presented to and passed upon by the lower court.

In its motion for dismissal of the action for damages with the RTC petitioner raised the ground that another action for forcible entry was pending at the MeTC between the same parties involving the same matter and cause of action. Outrightly rejected by the RTC, the same issue was elevated by petitioner on certiorari before the Court of Appeals. Clearly, under the prevailing circumstance, any motion for reconsideration of the trial court would have been a pointless exercise.[12]

We now turn to the issue of whether an action for damages filed with the Regional Trial Court by the lessee against the lessor should be dismissed on the ground of pendency of another action for forcible entry and damages earlier filed by the same lessee against the same lessor before the Metropolitan Trial Court.

Section 1 of Rule 70 of the Rules of Court provides that any person deprived of the possession of any land or building by force, intimidation, threat, strategy or stealth, or against whom the possession of any land or building is unlawfully withheld, may bring an action in the proper Municipal Trial Court against the person or persons unlawfully withholding or depriving of possession, together with damages and costs. The mandate under this rule is categorical: that all cases for forcible entry or unlawful detainer shall be filed before the Municipal Trial Court which shall include not only the plea for restoration of possession but also all claims for damages and costs arising therefrom. Otherwise expressed, no claim for damages arising out of forcible entry or unlawful detainer may be filed separately and independently of the claim for restoration of possession.

This is consistent with the principle laid down in Sec. 1, par. (e), of Rule 16 of the Rules of Court which states that the pendency of another action between the same parties for the same cause is a ground for dismissal of an action. *Res adjudicata* requires that there must be between the action sought to be dismissed and the other action the following elements: (a) identity of parties or at least such as representing the same interest in both actions; (b) identity of rights asserted and relief prayed for, the relief being founded on the same facts; and, (c) the identity in the two (2) preceding particulars should be such that any judgment which may be rendered on the other action will, regardless of which party is successful, amount to *res adjudicata* in the action under consideration.[13]

It is likewise basic under Sec. 3 of Rule 2 of the Revised Rules of Court, as amended, that a party may not institute more than one suit for a single cause of action. Under Sec. 4 of the same Rule, if two or more suits are instituted on the basis of the same cause of action, the filing of one or a judgment upon the merits in any one is available as a ground for the dismissal of the other or others. "Cause of action" is defined by Sec. 2 of Rule 2 as the act of omission by which a party violates a right of another.[14] These premises obtaining, there is no question at all that private respondent's cause of action in the forcible entry case and in the suit for damages is the alleged illegal retaking of possession of the leased premises by the lessor, petitioner herein, from which all legal reliefs arise. Simply stated, the restoration of possession and demand for actual damages in the case before the MeTC and the demand for damages with the RTC both arise from the same cause of action, i.e., the forcible entry by petitioner into the leased premises.

A comparative study of the two (2) complaints filed by private respondent against petitioner before the two (2) trial courts shows that not only are the elements of *res adjudicata* present, at least insofar as the claim for actual and compensatory damages is concerned, but also that the claim for damages - moral and exemplary in addition to actual and compensatory - constitutes splitting a single cause of action. Since this runs counter to the rule against multiplicity of suits, the dismissal of the second action becomes imperative.

The complaint for forcible entry contains the following pertinent allegations -

2.01 On 02 January 1989, plaintiff entered into a contract of lease with defendant PDC over a property designated as Ground Floor, Seafood Market (hereinafter "Subject Premises") situated at the corner of EDSA corner MacArthur Street, Araneta Center, Cubao, Quezon City, for a period of ten (10) years from 02 January

1989 to 30 April 1998.

2.02 Immediately after having acquired actual physical possession of the Subject Premises, plaintiff established and now operates thereon the now famous Seafood Market Restaurant. Since then, plaintiff had been in actual, continuous, and peaceful physical possession of the Subject Premises until 31 October 1992.

x x x x

3.02 Plaintiff, being the lessee of the Subject Premises, is entitled to the peaceful occupation and enjoyment of the Subject Premises to the exclusion of all others, including defendants herein.

3.03 Defendants' resort to strong arms tactics to forcibly wrest possession of the Subject Premises from plaintiff and maintain possession thereof through the use of force, threat, strategy and intimidation by the use of superior number of men and arms amounts to the taking of the law into their own hands.

3.04 Thus, defendants' act of unlawfully evicting out plaintiff from the Subject Premises it is leasing from defendant PDC and depriving it of possession thereof through the use of force, threat, strategy and intimidation should be condemned and declared illegal for being contrary to public order and policy.

3.05 Consequently, defendants should be enjoined from continuing with their illegal acts and be ordered to vacate the Subject Premises and restore possession thereof, together with its contents, to plaintiff.

x x x x

4.07 Considering that defendants' act of forcibly grabbing possession of the Subject Premises from plaintiff is illegal and null and void, defendant should be adjudged liable to plaintiff for all the aforescribed damages which plaintiff incurred as a result thereof.

The amended complaint for damages filed by private respondent alleges basically the same factual circumstances and issues as bases for the relief prayed for, to wit:

4. On May 28, 1991, plaintiff and defendant PDC entered into a Contract of Lease for a period of ten years or from January 2, 1989 up to April 30, 1998 over a property designated as Ground Floor, Seafood Market (hereinafter referred to as Subject Premises) situated at the corner of EDSA corner McArthur Street, Araneta Center, Cubao, Quezon City. A copy of the lease contract is attached hereto as Annex "A".

5. Immediately thereafter, plaintiff took over actual physical possession of Subject Premises, and established thereon the now famous "Seafood Market Restaurant."

x x x x

7. On October 31, 1992 at around 8:30 p.m., defendant PDC, without the benefit of any writ of possession or any lawful court order and with the aid of approximately forty (40) armed security guards and policemen under the supervision of defendant Tejam, forcibly entered the subject premises through force, intimidation, threats and stealth and relying on brute force and in a thunderboltish manner and against plaintiff's will, unceremoniously drew away all of plaintiff's men out of the subject premises, thereby depriving herein plaintiff of its actual, physical and natural possession of the subject premises. The illegal, high-handed manner and gestapo like take-over by defendants of subject premises is more particularly described as follows: x x x

8. To date, defendants continue to illegally possess and hold the Subject Premises, including all the multi-million improvements, fixtures and equipment therein owned by plaintiff, all to the damage and prejudice of plaintiff. The actuations of defendants constitute an unlawful appropriation, seizure and taking of property against the will and consent of plaintiff. Worse, defendants are threatening to sell at public auction and without the consent of plaintiff and without lawful authority, the multi-million fixtures and equipment of plaintiff and at prices way below the market value thereof. Plaintiff hereby attaches as Annex "B" the letter from defendants dated August 6, 1993 addressed to plaintiff, informing the latter that the former intends to sell at an auction on August 19, 1993 at 2:00 p.m. properties of the plaintiff presently in defendants' possession.

x x x x

12. Defendant's unlawful takeover of the premises constitutes a violation of its obligation under Art. 1654 of the New Civil Code requiring the lessor to maintain the lessee in peaceful and adequate enjoyment of the lease for the entire duration of the contract. Hence, plaintiff has filed the present suit for the recovery of damages under Art. 1659 of the New Civil Code x x x x

Restated in its bare essentials, the forcible entry case has one cause of action, namely, the alleged unlawful entry by petitioner into the leased premises out of which three (3) reliefs (denominated by private respondent as its causes of action) arose: (a) the restoration by the lessor (petitioner herein) of the possession of the leased premises to the lessee; (b) the claim for actual damages due to the losses suffered by private respondent such as the deterioration of perishable foodstuffs stored inside the premises and the deprivation of the use of the premises causing loss of expected profits; and, (c) the claim for attorney's fees and costs of suit.

On the other hand, the complaint for damages prays for a monetary award consisting of (a) moral damages of P500,000.00 and exemplary damages of another P500,000.00; (b) actual damages of P20,000,000.00 and compensatory damages of P1,000,000.00 representing unrealized profits; and, (c) P200,000.00 for attorney's fees and costs, all based on the alleged forcible takeover of the leased premises by petitioner. Since actual and compensatory damages were already prayed for in the forcible entry case before the MeTC, it is obvious that this cannot be relitigated in the damage suit before the RTC by reason of res adjudicata.

The other claims for moral and exemplary damages cannot also succeed considering that these sprung from the main incident being heard before the MeTC. Jurisprudence is unequivocal that when a single delict or wrong is committed - like the unlawful taking or detention of the property of another - there is but one single cause of action regardless of the number of rights that may have been violated, and all such rights should be alleged in a single complaint as constituting one single cause of action.[15] In a forcible entry case, the real issue is the physical possession of the real property. The question of damages is merely secondary or incidental, so much so that the amount thereof does not affect the jurisdiction of the court. In other words, the unlawful act of a deforciant in taking possession of a piece of land by means of force and intimidation against the rights of the party actually in possession thereof is a delict or wrong, or a cause of action that gives rise to two (2) remedies, namely, the recovery of possession and recovery of damages arising from the loss of possession, but only to one action. For obvious reasons, both remedies cannot be the subject of two (2) separate and independent actions, one for recovery of possession only, and the other, for the recovery of damages. That would inevitably lead to what is termed in law as splitting up a cause of action.[16] In *David v. de la Cruz*[17] we observed -

Herein tenants have but one cause of action against their landlord, their illegal ejectment or removal from their landholdings, which cause of action however entitles them to two (2) claims or remedies - for reinstatement and damages. As both claims arise from the same cause of action, they should be alleged in a single complaint.

A claim cannot be divided in such a way that a part of the amount of damages may be recovered in one case and the rest, in another.[18] In *Bachrach v. Icarangal*[19] we explained that the rule was aimed at preventing repeated litigations between the same parties in regard to the same subject of the controversy and to protect the defendant from unnecessary vexation. *Nemo debet bis vexari pro una et eadem causa*.

What then is the effect of the dismissal of the other action? Since the rule is that all such rights should be alleged in a single complaint, it goes without saying that those not therein included cannot be the subject of subsequent complaints for they are barred forever.[20] If a suit is brought for a part of a claim, a judgment obtained in that action precludes the plaintiff from bringing a second action for the residue of the claim, notwithstanding that the second form of action is not identical with the first or different grounds for relief are set for the second suit. This principle not only embraces what was actually determined, but also extends to every matter which the parties

might have litigated in the case.[21] This is why the legal basis upon which private respondent anchored its second claim for damages, i.e., Art. 1659 in relation to Art. 1654 of the Civil Code,[22] not otherwise raised and cited by private respondent in the forcible entry case, cannot be used as justification for the second suit for damages. We note, not without some degree of displeasure, that by filing a second suit for damages, private respondent was not only able to press a claim for moral and exemplary damages which by its failure to allege the same in its suit before the MeTC foreclosed its right to sue on it, but it was also able to obtain from the RTC, by way of another temporary restraining order, a second reprieve from an impending public auction sale of its movables which it could not anymore secure from the MeTC before which the matter of the issuance of a preliminary writ of injunction was already closed.

The foregoing discussions provide sufficient basis to petitioner's charge that private respondent and its counsel in the trial courts committed forum shopping. In *Crisostomo v. Securities and Exchange Commission*[23] we ruled -

There is forum-shopping whenever, as a result of an adverse opinion in one forum, a party seeks a favorable opinion (other than by appeal or certiorari) in another. The principle applies x x x with respect to suits filed in the courts x x x in connection with litigations commenced in the court x x x in anticipation of an unfavorable x x x ruling and a favorable case where the court in which the second suit was brought, has no jurisdiction.

This Court likewise elucidated in *New Pangasinan Review, Inc. v. National Labor Relations Commission*[24] that there is forum shopping when the actions involve the same transactions, the same essential facts and circumstances. The reason behind the proscription of forum shopping is obvious. This unnecessarily burdens our courts with heavy caseloads, unduly taxes the manpower and financial resources of the judiciary and trifles with and mocks our judicial processes, thereby adversely affecting the efficient administration of justice. This condemnable conduct has prompted the Court to issue circulars[25] ordering among others that a violation thereof shall be cause for the dismissal of the case or cases without prejudice to the taking of appropriate action against the counsel or party concerned.

The records ineluctably show that the complaint lodged by private respondent with the Regional Trial Court of Quezon City contained no certification of non-forum shopping. When petitioner filed a motion to dismiss the case raising among others the ground of forum shopping it pointed out the absence of the required certification. The amended complaint, as well as the second and third amended complaints, attempted to rectify the error by invariably stating that there was no other action pending between the parties involving the same causes of action although there was actually a forcible entry case pending before the MTC of Quezon City. By its admission of a pending forcible entry case, it is obvious that private respondent was indulging in forum shopping. While private respondent conveniently failed to inform the RTC that it had likewise sought damages in the MTC on the basis of the same forcible entry, the fact remains that it precisely did so, which stratagem was being duplicated in the second case. This is a compelling reason to dismiss the second case.

WHEREFORE, the Petition is GRANTED. The questioned Decision of the Court of Appeals dated 27 September 1995 and the Order of the Regional Trial Court of Quezon City dated 24 September 1993 are REVERSED and SET ASIDE. The Regional Trial Court of Quezon City is directed to dismiss Civil Case No. Q-93-16409, "*Westin Seafood Market, Inc. v. Progressive Development Corporation, et al.*," and the Metropolitan Trial Court of Quezon City to proceed with the proper disposition of Civil Case No. 6589, "*Westin Seafood Market, Inc. v. Progressive Development Corporation, et al.*," with dispatch considering the summary nature of the case. Treble costs against private respondent.

SO ORDERED.

Puno, Mendoza, Quisumbing, and Buena, JJ., concur.

[1] Peñalosa v. Tuason, 22 Phil 303 (1912).

[2] Civil Case No. 6589, "Westin Seafood Market, Inc. v. Progressive Development Corporation, et al."

[3] Records, Court of Appeals, p. 120.

[4] Civil Case No. Q-93-16409, "Westin Seafood Market, Inc. v. PDC, et al."

[5] Rollo, p. 68.

[6] CA-G.R. No. SP Case No. 32199; Rollo, pp. 61-62.

[7] Id., p. 63.

[8] D.C. Crystal v. Laya, G.R. No. 53597, 28 February 1989, 170 SCRA 734.

[9] Bache & Co. (Phil.) Inc. v. Ruiz, No. L-32409, 27 February 1971, 37 SCRA 823.

[10] Central Bank v. Cloribel, No. L-26971, 11 April 1972, 44 SCRA 307.

[11] NEA v. Court of Appeals, No. L-32490, 29 December 1983, 126 SCRA 394.

[12] Corro v. Lising, G.R. No. 69899, 15 July 1985, 137 SCRA 545.

[13] Municipality of Hagonoy v. Sec. of Agriculture and Natural Resources, No. L-27595, 26 October 1976, 73 SCRA 507; Lopez v. Villaruel, G.R. No. 54323, 19 August 1988, 164 SCRA 616.

[14] As amended by the 1997 Rules of Civil Procedure.

[15] Francisco, Vicente J., The Revised Rules of Court, Annotated and Commented, Vol. I, 1973 Ed., p. 173, citing Rubio v. Villanueva, 53 Phil. 927.

[16] Ginto v. Medina, G.R. No. 9006-R, 7 October 1953; 50 O.G. 199-200.

[17] No. L-11656, 18 April 1958; 54 O.G. 8073.

[18] See Note 15, citing Li Seng Giap v. Tam Meng, 37 O.G. 2128.

[19] 68 Phil. 287 (1939).

[20] I Moran, Rules of Court, 2nd Ed., p. 14.

[21] Francisco, Vicente J., ibid, p. 173, citing 1 Am. Jur., 480-48.

[22] Art. 1659. If the lessor or the lessee should not comply with the obligations set forth in Articles 1654 and 1657, the aggrieved party may ask for rescission of the contract and indemnification for damages, or only the latter, allowing the contract to remain in force. Art. 1654. - The lessor is obliged x x x (3) To maintain the lessee in the peaceful and adequate enjoyment of the lease for the entire duration of the contract.

[23] G.R. Nos. 89095 and 89555, 6 November 1989, 179 SCRA 147.

[24] G.R. No. 77356, 15 July 1991, 199 SCRA 212.

[25] See Circular No. 28-91 of 4 September 1991 and its revision dated 8 February 1994, and Adm. Circular No. 04-94 dated 8 February 1994.

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