

RAMON E. SAURA, PLAINTIFF AND APPELLANT, VS. ESTELA P. SINDICO, DEFENDANT AND APPELLEE.

G.R. No. 13403. March 23, 1960

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

Appeal on issues of law from an order of the Court of First Instance of Pangasinan dismissing plaintiff's complaint for damages.

From the records it appears that Ramon E. Saura and Estela P. Sindico were contesting for nomination as the official candidate of the Nacionalista Party in the fourth district of Pangasinan in the congressional elections of November 12, 1957. On August 23, 1957, the parties entered into a written agreement bearing the same date, containing among other matters stated therein, a pledge that—

"Each aspirant shall respect the result of the aforesaid convention, i.e., no one of us shall either run as a rebel or independent candidate after losing in said convention."

In the provincial convention held by the Nacionalista Party on August 31, 1957, Saura was elected and proclaimed the Party's official congressional candidate for the aforesaid district of Pangasinan. Nonetheless, Sindico, in disregard of the covenant, filed, on September 6, 1957, her certificate of candidacy for the same office with the Commission on Elections, and she openly and actively campaigned for her election. Wherefore, on October 5, 1957, plaintiff Saura commenced this suit for the recovery of damages. Upon motion of the defendant, the lower court, in its order of November 19, 1957, dismissed the complaint on the basis that the agreement sued upon is null and void, in that (1) the subject matter of the contract, being a public office, is not within the commerce of man; and (2) the "pledge" was in curtailment of the free exercise of elective franchise and therefore against public policy. Hence, this appeal.

We agree with the lower court in adjudging the contract or agreement in question a nullity. Among those that may not be the subject matter (object) of contracts are certain rights of individuals, which the law and public policy have deemed wise to exclude from the commerce of man. Among them are the political rights conferred upon citizens, including, but not limited to, one's right to vote, the right to present one's candidacy to the people and to be voted to public office, provided, however, that all the qualifications prescribed by law obtain. Such rights may not, therefore, be bargained away or surrendered for consideration by the citizen nor unduly curtailed with impunity, for they are conferred not for individual or private benefit or advantage but for the public good and interest.

Constitutional and statutory provisions fix the qualifications of persons who may be eligible for certain elective public offices. Said requirements may neither be enlarged nor reduced by mere agreements between private parties. A voter possessing all the qualifications required to fill an office may, by himself or through a political party or group, present his candidacy without further limitations than those provided by law.

"Every voter has a right to be a candidate for public office if he possesses the qualifications required to fill the

office. It does not necessarily follow that he can be the candidate of a particular political party. The statute provides when and how one may be a candidate of a political party. If he cannot fill the requirement m as to be the candidate of the political party of his choice, he may still be a candidate at the general election by petition. The right of the voter to vote at the general election for whom, he pleases cannot be limited." (*Roberts vs. Cleveland, Secretary of State of the State of New Mexico*, 48 NM 226, 149 P (2d) 120, 153 A.L.R. 635, 637-638) (*Italics supplied.*) .

In common law, certain agreements in consideration of the withdrawal of candidates for office have invariably been condemned by the courts as being against public policy, be it a withdrawal from the race for nomination, or after nomination, from the race for election. (See notes in 37 L. R. A. (N. S.) 289 and cases cited therein; 18 Am. Jur. Sec. 352, pp. 399-400)

In the case at hand, plaintiff complains on account of defendant's alleged violation of the "pledge" in question by filing her own certificate of candidacy for a seat in the Congress of the Philippines and in openly and actively campaigning for her election. In the face of the preceding considerations, we certainly cannot entertain, plaintiff's action, which would result in limiting the choice of the, electors to only those persons selected by a small group or by party bosses.

The case of *Pendleton vs. Pace*, 9 S. W. (2nd) 437, cited by the appellant, is clearly inapplicable. The court there only sanctioned the validity of an agreement by the opposing candidates for nomination setting aside and re-submitting the nomination for another primary election on account of the protest or contest filed by the losing candidate in the first primary election. To abandon the contest proceedings, the candidates for nomination agreed to submit again their nomination to the electors in the subsequent primary.

Appellant likewise cites and quotes a portion of our ruling in *Monsale vs. Nico*, 83 Phil., 758; 46 Off. Gaz., 210, to the effect that it is not incompetent for a candidate to withdraw or annul his certificate of candidacy. This is not in point, for while we stated there that he may do so, there being no legal prohibition against such a voluntary withdrawal, it does not follow, nor did we imply anywhere in the decision, that in case there is any agreement or consideration for such a withdrawal, said agreement or consideration should be held valid or given effect.

We find it unnecessary to discuss the other points raised by the parties.

Wherefore, the order of dismissal appealed from is hereby affirmed. No pronouncement as to costs.

Paras, C. J., Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Endencia, Barrera, and Gutierrez David, JJ., concur.

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