

MANILA INTERNATIONAL AIRPORT AUTHORITY, PETITIONER, VS. RIVERA VILLAGE LESSEE HOMEOWNERS ASSOCIATION, INCORPORATED RESPONDENT.

G.R. No. 143870. September 30, 2005

Ponente: TINGA, J.

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TINGA, J.:

We resolve the Petition for Review on Certiorari[1] dated August 23, 2000 filed by the Manila International Airport Authority (MIAA), assailing the Decision[2] of the Court of Appeals dated June 30, 2000 which directed the issuance of a writ of preliminary injunction restraining petitioner from evicting the homeowners of Rivera Village from their dwellings.

The antecedents, culled from the petition and the assailed Decision, are as follows:

The then Civil Aeronautics Administration (CAA) was entrusted with the administration, operation, management, control, maintenance and development of the Manila International Airport (MIA), now the Ninoy Aquino International Airport. Among its powers was the power to enter into, make and execute concessions and concession rights for purposes essential to the operation of the airport.

On May 25, 1965, the CAA, through its Director, Capt. Vicente C. Rivera, entered into individual lease contracts with its employees (lessees) for the lease of portions of a four (4)-hectare lot situated in what is now known as Rivera Village located in Barangay 199 and 200 in Pasay City. The leases were for a twenty-five (25)-year period to commence on May 25, 1965 up to May 24, 1990 at P20.00[3] per annum as rental.

On May 4, 1982, Executive Order No. (EO) 778 was issued (later amended by EO 903 on July 21, 1983), creating petitioner MIAA, transferring existing assets of the MIA to MIAA, and vesting the latter with the power to administer and operate the MIA.

Sometime in January 1995, MIAA stopped issuing accrued rental bills and refused to accept rental payments from the lessees. As a result, respondent Rivera Village Lessee Homeowners Association, Inc. (homeowners association), purportedly representing the lessees, requested MIAA to sell the subject property to its members, invoking the provisions of Presidential Decree No. (PD) 1517 or the Urban Land Reform Act and PD 2016.

The MIAA, on February 14, 1996, denied the request, claiming that the subject property is included in its Conceptual Development Plan intended for airport-related activities.

Respondent then filed a petition for mandamus and prohibition with prayer for the issuance of a preliminary injunction[4] against MIAA and the National Housing Authority (NHA). The petition, docketed as Civil Case No. 97-1598 in the Regional Trial Court of Pasay City, Branch 109, sought to restrain the MIAA from implementing its Conceptual Development Plan insofar as Rivera Village is concerned. It also sought to compel MIAA to segregate Rivera Village from the scope of the Conceptual Development Plan and the NHA to take the necessary steps for the disposition of the property in favor of the members of the homeowners association.

MIAA filed an answer[5] alleging that the petition fails to state a cause of action in view of the expiration of the lease contracts and the lack of personality to sue of the homeowners association. MIAA also claimed that the homeowners association is not entitled to a writ of mandamus because it does not have a clear legal right to possess the subject property and MIAA does not have a corresponding duty to segregate Rivera Village from its Conceptual Development Plan.

A preliminary hearing on MIAA's affirmative defenses was conducted, after which the trial court issued an Order[6] dated October 12, 1998, denying the prayer for the issuance of a temporary restraining order and/or writ of preliminary injunction and dismissing the petition for lack of merit. The dispositive portion of the Order reads:

In view of all the foregoing, the prayer for the issuance of a temporary restraining order and/or writ of preliminary injunction is hereby denied for lack of merit and the above-entitled petition is hereby ordered dismissed for lack of merit.

SO ORDERED.[7]

The trial court held that PD 1818 bars the issuance of a restraining order, preliminary injunction or preliminary mandatory injunction in any case, dispute or controversy involving infrastructure projects of the government or any public utility operated by the government. It also ruled that the petition failed to state a cause of action inasmuch as petitioner therein (respondent homeowners association) is not the real party-in-interest, the individual members of the association being the ones who have possessory rights over their respective premises. Moreover, the lease contracts have already expired.

As regards the contention that the lessees are entitled to possess the subject property by virtue of PD 1517, Proclamation No. 1967 and PD 2016, which respectively identify parcels of urban land as part of the Urban Land Reform Zone, specify certain areas in Metro Manila, including Rivera Village, as areas for priority development or urban land reform zones, and prohibit the eviction of occupant families from such lands, the trial court declared that the subject property has been reserved by MIAA for airport-related activities and, as such, is exempt from the coverage of the Comprehensive and Continuing Urban Development and Housing Program under Republic Act No. (RA) 7279.

Respondent filed an appeal with the Court of Appeals, interposing essentially the same arguments raised before the trial court. The appellate court annulled and set aside the order of the trial court and remanded the case for further proceedings. The dispositive portion of the assailed Decision states:

WHEREFORE, the assailed October 12, 1998 Order is annulled, set aside and reversed. The case is remanded to the court a quo for further proceedings.

A writ of preliminary injunction is issued restraining and preventing respondent MIAA from evicting the members of petitioner Rivera Village Association from their respective lots in the Rivera Village. Petitioner is ordered to post a bond in the amount of P500,000.00 with the condition that petitioner will pay to respondent MIAA all damages it may sustain by reason of the injunction if the court should finally decide that petitioner is not entitled thereto. Upon approval of the bond, the writ of preliminary injunction shall forthwith issue.

SO ORDERED.[8]

The appellate court foremost ruled that the case can be construed as a class suit instituted by the Rivera Village lessees. The homeowners association, considered as the representative of the lessees, merely instituted the suit for the benefit of its members. It does not claim to have any right or interest in the lots occupied by the lessees, nor seek the registration of the titles to the land in its name.

On the issue of the expiration of the lease contracts and the application of PD 1517, Proclamation No. 1967 and

PD 2016, the Court of Appeals held that the expiration of the lease contracts cannot adversely affect the rights acquired by the lessees under the foregoing laws. Besides, the lease contracts were impliedly renewed by virtue of MIAA's acceptance of rental payments from May 25, 1990 up to December 1994. This resulted in an implied new lease under Article 1670 of the Civil Code.

Moreover, the appellate court construed Sec. 5(c) of RA 7279 to mean that if the government lot has not been utilized during the ten (10)-year period for the purpose for which it has been reserved prior to 1983, then said lot is encompassed by the law and is subject to distribution to the legitimate and qualified residents of the area after appropriate proceedings have been undertaken.

As to whether PD 1818 bars the issuance of an injunctive writ in this case, the appellate court ruled that PD 1818 is a general law on the issuance of restraining orders and writs of preliminary injunction. On the other hand, PD 2016 is a special law specifically prohibiting the eviction of tenants from lands identified as areas for priority development. Thus, the trial court can issue an injunctive writ if the act sought to be restrained will enforce the eviction of tenants from urban land reform zones.

The court, however, declared that it cannot make a definitive ruling on the rights of the members of the homeowners association vis-à-vis the MIAA Conceptual Development Plan, considering the need for a full-blown trial to ferret out whether the claimed rights under the pertinent laws have ripened to actual legal and vested rights in their favor.

MIAA now seeks a review of the Decision of the Court of Appeals. In the instant petition, MIAA contends that the appellate court erred in ruling that PD 2016, which prohibits the eviction of occupant families from real property identified as areas for priority development or urban land reform zones, has modified PD 1818, which bars the issuance of injunctive writ in cases involving infrastructure projects of the government, including public utilities for the transport of goods and commodities.

It argues that the petition filed by the homeowners association with the trial court fails to state a cause of action because the homeowners association is not the real party-in-interest in the suit. Allegedly, the Board Resolution presented by respondent shows that it was only the board of directors of the association, as distinguished from the members thereof, which authorized respondent to act as its representative in the suit.

MIAA also stresses that the subject property has recently been reserved by MIAA for airport-related activities and, as such, Sec. 5(c) of RA 7279 applies. Under the said law, lands which are used, reserved or otherwise set aside for government offices, facilities and other installations are exempt from the coverage of the law.

Moreover, MIAA avers that the Court of Appeals should not have granted injunctive relief to respondent, considering that the grant of an injunction would inflict greater damage to petitioner and to the public.

Respondent filed a Comment[9] dated November 20, 2000, arguing that MIAA is mandated by law to dispose of Rivera Village to the homeowners thereof. Under existing laws, the homeowners have the right to possess and enjoy the property. To accept MIAA's pretense that the property has been recently reserved for airport-related activities and therefor exempt from the coverage of RA 7279 will allegedly violate the right of the homeowners as bona fide tenants to socialized housing.

Respondent further argues that PD 1818 is inapplicable to this case because it has established a clear and unmistakable right to an injunction. Besides, PD 2016 which protects from eviction tenants of lands identified for priority development, is a later enactment which should be deemed to prevail over PD 1818.

In the Resolution[10] dated January 24, 2001, the petition was given due course and the parties were required to

submit their respective memoranda.

Accordingly, MIAA submitted its Memorandum[11] dated March 20, 2001, while respondent filed its Memorandum[12] dated April 20, 2001. For its part, NHA manifested that it is adopting the memorandum of MIAA as its own insofar as the same is germane and material to NHA's stand.[13]

As presented and discussed by the parties, the issues are the following:

- Has PD 2016 modified PD 1818?
- Did the petition filed by respondent with the trial court state a cause of action against petitioner?
- Is petitioner obliged to dispose of the subject properties in favor of the members of respondent association after appropriate proceedings?
- Is respondent entitled to the issuance of a writ of preliminary injunction?[14]

We first resolve the threshold question of whether respondent has personality to sue.

MIAA contends that the real parties-in-interest in the petition filed with the trial court are the individual members of the homeowners association. Not having been brought in the name of the real parties-in-interest, the suit was correctly dismissed by the trial court for failure to state a cause of action.

The 1997 Rules of Civil Procedure (Rules of Court) requires that every action must be prosecuted or defended in the name of the real party-in-interest, i.e., the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit.[15] A case is dismissible for lack of personality to sue upon proof that the plaintiff is not the real party-in-interest, hence grounded on failure to state a cause of action.[16]

The petition before the trial court was filed by the homeowners association, represented by its President, Panfilo R. Chiutena, Sr., upon authority of a Board Resolution empowering the latter to file "[A]ll necessary action to the Court of Justice and other related acts necessary to have our Housing Project number 4 land be titled to the members of the Association."

Obviously, the petition cannot be considered a class suit under Sec. 12, Rule 3[17] of the Rules of Court, the requisites therefor not being present in the case, notably because the petition does not allege the existence and prove the requisites of a class suit, i.e., that the subject matter of the controversy is one of common or general interest to many persons and the parties are so numerous that it is impracticable to bring them all before the court, and because it was brought only by one party.

In *Board of Optometry v. Colet*,[18] we held that courts must exercise utmost caution before allowing a class suit, which is the exception to the requirement of joinder of all indispensable parties. For while no difficulty may arise if the decision secured is favorable to the plaintiffs, a quandary would result if the decision were otherwise as those who were deemed impleaded by their self-appointed representatives would certainly claim denial of due process.

There is, however, merit in the appellate court's pronouncement that the petition should be construed as a suit brought by the homeowners association as the representative of the members thereof under Sec. 3, Rule 3 of the Rules of Court, which provides:

Sec. 3. Representatives as parties.—Where the action is allowed to be prosecuted or defended by a representative or someone acting in a fiduciary capacity, the beneficiary shall be included in the title of the case and shall be deemed to be the real party in interest. A representative may be a trustee of an express trust, a guardian, an executor or administrator, or a party authorized by law or these Rules. An agent acting in his own

name and for the benefit of an undisclosed principal may sue or be sued without joining the principal except when the contract involves things belonging to the principal. [Emphasis supplied.]

It is a settled rule that every action must be prosecuted or defended in the name of the real party-in-interest. Where the action is allowed to be prosecuted or defended by a representative acting in a fiduciary capacity, the beneficiary must be included in the title of the case and shall be deemed to be the real party-in-interest. The name of such beneficiaries shall, likewise, be included in the complaint.[19]

Moreover, Sec. 4, Rule 8 of the Rules of Court provides that facts showing the capacity of a party to sue or be sued, or the authority of a party to sue or be sued in a representative capacity must be averred in the complaint. In order to maintain an action in a court of justice, the plaintiff must have an actual legal existence, that is, he or she or it must be a person in law and possessed of a legal entity as either a natural or an artificial person. The party bringing suit has the burden of proving the sufficiency of the representative character that he claims. If a complaint is filed by one who claims to represent a party as plaintiff but who, in fact, is not authorized to do so, such complaint is not deemed filed and the court does not acquire jurisdiction over the complaint. It must be stressed that an unauthorized complaint does not produce any legal effect.[20]

In this case, the petition filed with the trial court sufficiently avers that the homeowners association, through its President, is suing in a representative capacity as authorized under the Board Resolution attached to the petition. Although the names of the individual members of the homeowners association who are the beneficiaries and real parties-in-interest in the suit were not indicated in the title of the petition, this defect can be cured by the simple expedient of requiring the association to disclose the names of the principals and to amend the title and averments of the petition accordingly.

Essentially, the purpose of the rule that actions should be brought or defended in the name of the real party-in-interest is to protect against undue and unnecessary litigation and to ensure that the court will have the benefit of having before it the real adverse parties in the consideration of a case. This rule, however, is not to be narrowly and restrictively construed, and its application should be neither dogmatic nor rigid at all times but viewed in consonance with extant realities and practicalities.[21] As correctly noted by the Court of Appeals, the dismissal of this case based on the lack of personality to sue of petitioner-association will only result in the filing of multiple suits by the individual members of the association.

What is more decisive to the resolution of the present controversy, however, is a matter not addressed by the parties in the case before this Court, that is, the fact that the petition filed before the trial court is for mandamus to compel MIAA to segregate Rivera Village from the scope of its Conceptual Development Plan and the NHA to take the necessary steps for the disposition of the subject property in favor of the members of the homeowners association.

Parenthetically, while the procedural rule is that a party is required to indicate in his brief an assignment of errors and only those assigned shall be considered by the appellate court in deciding the case, it is equally settled that appellate courts have ample authority to rule on matters not assigned as errors in an appeal, if these are indispensable or necessary to the just resolution of the pleaded issues.[22]

For instance, the Court has allowed the consideration of other grounds not raised or assigned as errors specifically in the following instances: (1) grounds not assigned as errors but affecting jurisdiction over the subject matter; (2) matters not assigned as errors on appeal but are evidently plain or clerical errors within the contemplation of the law; (3) matters not assigned as errors on appeal but consideration of which is necessary in arriving at a just decision and complete resolution of the case or to serve the interest of justice or to avoid dispensing piecemeal justice; (4) matters not specifically assigned as errors on appeal but raised in the trial court and are matters of

record having some bearing on the issue submitted which the parties failed to raise or which the lower court ignored; (5) matters not assigned as errors on appeal but closely related to an error assigned; and (6) matters not assigned as errors on appeal but upon which the determination of a question properly assigned is dependent.[23]

In this case, although the propriety of the filing of a petition for mandamus was no longer raised as an issue before this Court, MIAA asserted in its answer[24] to the original petition that the homeowners association is not entitled to a writ of mandamus because it has not shown any legal right to possess the subject property and a correlative obligation on the part of MIAA to segregate the property from its Conceptual Development Plan. MIAA averred:

- Petitioner is not entitled to the issuance of a writ of mandamus. For a writ of mandamus to issue, it is essential that petitioner has a legal right to the thing demanded and that it is the imperative duty of respondent to perform the act required. The legal right of petitioner to the thing demanded must be well-defined, clear and certain. The corresponding duty of respondent to perform the required act must also be clear and specific (Cf. *Lemi v. Valencia*, 26 SCRA 203, 210 [1968]).
- Petitioner, in view of the expiration of the lease contracts of its individual members, has failed to show that it has the legal right to possess the subject property.
- There is therefore no corresponding duty on the part of respondent MIAA to segregate the property from the scope of its Conceptual Development Plan.[25]

The question of whether the homeowners association is entitled to the issuance of a writ of mandamus was again raised in the memorandum[26] filed by MIAA with the Court of Appeals. MIAA alleged:

Appellant is not entitled to the issuance of a writ of mandamus. For a writ of mandamus to issue, it is essential that the appellant has a legal right to the thing demanded and that it is the imperative duty of respondent to perform the act required. The legal right of appellant to the thing demanded must be well-defined, clear and certain. The corresponding duty of respondent to perform the required act must also be clear and specific (cf. *Lemi v. Valencia*, 26 SCRA 203, 210 [1968]).

In view of the expiration of the lease contracts of its individual members, appellant has failed to show that it has the legal right to possess the subject property. There is therefore no corresponding duty on the part of the MIAA to segregate the property from the scope of its conceptual development plan.[27]

The question of whether mandamus is the proper remedy was clearly raised in the trial court and the Court of Appeals although it was largely ignored by both courts. This issue being indispensable to the resolution of this case, we shall rule on the matter.

A writ of mandamus can be issued only when petitioner's legal right to the performance of a particular act which is sought to be compelled is clear and complete. A clear legal right is a right which is indubitably granted by law or is inferable as a matter of law.[28]

In order that a writ of mandamus may aptly issue, it is essential that, on the one hand, petitioner has a clear legal right to the claim that is sought and that, on the other hand, respondent has an imperative duty to perform that which is demanded of him. Mandamus will not issue to enforce a right, or to compel compliance with a duty, which is questionable or over which a substantial doubt exists. The principal function of the writ of mandamus is to command and to expedite, not to inquire and to adjudicate. Thus, it is neither the office nor the aim of the writ to secure a legal right but to implement that which is already established. Unless the right to relief sought is unclouded, mandamus will not issue.

In this case, the Court of Appeals itself conceded that no definitive ruling as regards the rights of the individual members of the homeowners association could yet be made considering the need for a full determination of

whether their claimed rights under the pertinent laws have ripened into actual legal and vested rights. The appellate court even outlined the requisites under PD 1517 which have yet to be complied with, namely: (1) the submission to the NHA of a proposal to acquire the subject property as required under Sec. 9[29] of PD 1517; and (2) proof that the members of the homeowners association are qualified to avail of the benefits under PD 1517 as mandated by Sec. 6[30] of the same law.

Resort to mandamus is evidently premature because there is no showing that the members of the homeowners association have already filed an application or proposal with the NHA to acquire their respective lots. There is still an administrative remedy open to the members of the homeowners association which they should have first pursued, failing which they cannot invoke judicial action.[31]

We note that while respondent alleges that its members enlisted themselves with the NHA in order to avail of the benefits of the law, the NHA, in its answer[32] to the petition, denied this allegation for being self-serving. Whatever rights the members of the homeowners association may have under the relevant laws are still in substantial doubt or dispute. Hence, the petition for mandamus was appropriately dismissed for failure to state a cause of action.

So, too, should the prayer for the issuance of a writ of prohibition contained in the same petition be denied. Writs of certiorari, prohibition and mandamus are prerogative writs of equity and their granting is ordinarily within the sound discretion of the courts to be exercised on equitable principles. Said writs should only be issued when the right to the relief is clear.[33] As our findings in this case confirm, the homeowners association failed to establish a clear legal right to the issuance of the writs of mandamus and prohibition prayed for.

There is, moreover, another ground for the dismissal of the petition filed before the trial court which appears to have been overlooked by the parties in this case.

In the original petition filed before the trial court, the homeowners association averred that although EO 903 transferred to MIAA the properties and assets of MIA, such transfer was made subject to what the homeowners association claims to be the existing rights of its members.[34] MIAA dismissed this allegation as an erroneous conclusion of law.[35]

We cite the complete text of the relevant provision of EO 903 to fully understand the import thereof and its effect on the present controversy. Section 3 thereof states:

Sec. 3. Creation of the Manila International Airport Authority.—There is hereby established a body corporate to be known as the Manila International Airport Authority which shall be attached to the Ministry of Transportation and Communications. The principal office of the Authority shall be located at the New Manila International Airport. The Authority may establish such offices, branches, agencies or subsidiaries as it may deem proper and necessary; Provided, That any subsidiary that may be organized shall have the prior approval of the President.

The land where the Airport is presently located as well as the surrounding land area of approximately six hundred hectares, are hereby transferred, conveyed and assigned to the ownership and administration of the Authority, subject to existing rights, if any. The Bureau of Lands and other appropriate government agencies shall undertake an actual survey of the area transferred within one year from the promulgation of this Executive Order and the corresponding title to be issued in the name of the authority. Any portion thereof shall not be disposed through sale or through any other mode unless specifically approved by the President of the Philippines. [Emphasis supplied.]

As can clearly be seen from the foregoing provision, while it is true that the ownership and administration of the airport and its surrounding land was assigned to MIAA subject to existing rights, which we may here understand

to be the rights granted under PD 1517, EO 903 specifically requires the approval of the President of the Philippines before any disposition by sale or any other mode may be made concerning the property transferred to MIAA.

The Executive Secretary as representative of the President of the Philippines is, therefore, an indispensable party in actions seeking to compel the sale or disposition of properties of the MIAA. Section 7, Rule 3 of the Rules of Court provides that parties-in-interest without whom no final determination can be had of an action shall be joined either as plaintiffs or defendants.

Thus, the presence of all indispensable parties is a condition sine qua non for the exercise of judicial power. It is precisely when an indispensable party is not before the court that the action should be dismissed. The plaintiff is mandated to implead all indispensable parties, and the absence of one renders all subsequent actions of the court null and void for want of authority to act, not only as to the absent parties, but even as to those present. One who is a party to a case is not bound by any decision of the court; otherwise, he will be deprived of his right to due process.[36]

For the foregoing reasons, the prayer for the issuance of the writ of preliminary injunction must perforce be denied. Preliminary injunction is a mere ancillary remedy which cannot stand separately or proceed independently of the main case. Having declared that the petition filed before the trial court was correctly dismissed, the determination of the homeowners association's entitlement to a writ of preliminary injunction is already moot and academic.[37]

Besides, as earlier noted, the right of the members of the homeowners association to possess and purchase the subject property is still uncertain considering that they have not completed the process for the acquisition of their lots as outlined in PD 1517.

Injunction is a preservative remedy aimed at protecting substantive rights and interests. The writ of preliminary injunction is issued by the court to prevent threatened or continuous irreparable injury to parties before their claims can be thoroughly studied and adjudicated. Its sole objective is to preserve the status quo until the merits of the case can be heard fully. The writ is issued upon the satisfaction of two requisites, namely: (1) the existence of a right to be protected; and (2) acts which are violative of said right. In the absence of a clear legal right, the issuance of the injunctive relief constitutes grave abuse of discretion. Injunction is not designed to protect contingent or future rights. Where the complainant's right is doubtful or disputed, injunction is not proper. The possibility of irreparable damage without proof of actual existing right is not a ground for an injunction.[38]

With this conclusion, we deem it unnecessary to discuss the other issues raised in this petition.

WHEREFORE, the instant petition is GRANTED. The Decision of the Court of Appeals dated June 30, 2000 is REVERSED and SET ASIDE. Civil Case No. 97-1598 of the Regional Trial Court of Pasay City is ordered DISMISSED.

SO ORDERED.

Puno (Chairman), Austria-Martinez, Callejo, Sr., and Chico-Nazario, JJ., concur.

[1] Rollo, pp. 9-31.

[2] Id. at 35-49. Penned by Associate Justice (now Court Administrator) Presbitero J. Velasco, Jr. and concurred in by Associate Justices Bernardo Ll. Salas and Edgardo P. Cruz.

- [3] Indicated as P10.00 per annum in the petition. Rollo, p. 10.
- [4] RTC Records, pp. 2-17.
- [5] Id. at 116-133.
- [6] Id. at 158-160.
- [7] Id. at 160.
- [8] Supra note 1 at 48.
- [9] Id. at 178-190.
- [10] Id. at 193-194.
- [11] Id. at 198-219.
- [12] Id. at 360-376.
- [13] Id. at 385.
- [14] Id. at 207.
- [15] Sec. 2, Rule 3, Rules of Court.
- [16] Tamondong v. Court of Appeals, G.R. No. 158397, November 26, 2004, 444 SCRA 509.
- [17] Sec. 12. Class suit.—When the subject matter of the controversy is one of common or general interest to many persons so numerous that it is impracticable to join all as parties, a number of them which the court finds to be sufficiently numerous and representative as to fully protect the interests of all concerned may sue or defend for the benefit of all. Any party in interest shall have the right to intervene to protect his individual interest.
- [18] 328 Phil. 1187 (1996).
- [19] Aron v. Realon, G.R. No. 159156, January 31, 2005.
- [20] Ibid.
- [21] Fajardo v. Freedom to Build, Inc., G.R. No. 134692, December 8, 2000, 347 SCRA 474.
- [22] Hi-Tone Marketing Corporation v. Baikal Realty Corporation, G.R. No. 149992, August 20, 2004, 437 SCRA 121.
- [23] Ibid.
- [24] RTC Records, pp. 116-133.
- [25] Id. at 126.
- [26] CA Records, pp. 4-15.
- [27] Id. at 11.
- [28] Laburada v. Land Registration Authority, G.R. No. 101387, March 11, 1998, 287 SCRA 333.
- [29] Sec. 9. Compulsory Declaration of Sale and Pre-emptive Rights.—Upon the proclamation by the President of an Urban Land Reform Zone, all landowners, tenants and residents thereupon are required to declare to the Ministry any proposal to sell, lease or encumber lands and improvements thereon, including the proposed price,

rent or value of encumbrances and secure approval of said proposed transaction.

The Ministry shall have the pre-emptive right to acquire the above-mentioned lands and improvements thereon which shall include, but shall not be limited to, lands occupied by tenants as provided for in Section 6 of this Decree.

[30] Sec. 6. Land Tenancy in Urban Land Reform Areas.—Within the urban zones legitimate tenants who have resided on the land for ten years or more who have built their homes on the land and residents who have legally occupied the lands by contract, continuously for the last ten years, shall not be dispossessed of the land and shall be allowed the right of first refusal to purchase the same within a reasonable time and at reasonable prices, under terms and conditions to be determined by the Urban Zone Expropriation and Land Management Committee created by Section 8 of this Decree.

[31] *Militante v. Court of Appeals*, 386 Phil. 522 (2000).

[32] RTC Records, pp. 98-102.

[33] *Caviles v. Seventeenth Division, Court of Appeals*, G.R. No. 126857, September 18, 2002, 389 SCRA 306, citing *Pimentel v. Angeles*, 45 SCRA 396 and *Aytona v. Castillo*, 4 SCRA 1.

[34] RTC Records, p. 12.

[35] *Id.* at 119.

[36] *Tamondong v. Court of Appeals*, *supra* note 16.

[37] *La Vista Association, Inc. v. Court of Appeals*, 344 Phil. 30 (1997).

[38] *Heirs of Joaquin Asuncion v. Gervacio, Jr.*, 363 Phil. 666 (1999).

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