

PEDRO GABANI, ET AL., PETITIONERS AND APPELLEES, VS. JUAN E. REAS, ET AL., RESPONDENTS AND APPELLANTS.*G.R. No. 14579. June 30, 1961*

Ponente: PAREDES, J.

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In the Justice of the Peace Court of Wright, Samar, Juan E. Reas filed an action styled unlawful detainer against Pedro Gabani, Eustaquio Orabiles, Alejandro Obina and Claro Obidos (Civil Case No. 11). A motion for dismissal was presented by defendants therein, on the ground that the court lacked jurisdiction to take cognizance of the case. The motion having been denied, the defendants answered. After due hearing, the inferior court, on October 14, 1957, ordered each of the defendants to give as rentals, 3 sacks of palay and 3 sacks of corn for the year 1955 and 1956 or P39.00 for each of them or a total of P156.00; to pay interest; to vacate the land and restore possession thereof to the plaintiff, to pay P200.00 as damages and P300.00 for attorney's fees. On December 26, 1957, plaintiff therein moved for the execution of the judgment which was issued on March 24, 1958. The defendants could not furnish the bond of P500.00 fixed by the inferior court, to stay the execution of the judgment. On May 21, 1958, a notice of attachment of the property was filed by the Sheriff with the Register of Deeds.

On September 20, 1958, a special civil action for certiorari was presented by the same Gabani, Orabiles, Obina and Obidos, petitioners, against Juan E. Reas and Luis F. Muñoz, as Justice of the Peace of Wright, respondents, in the CFI of Samar (Civ. Case No. 4631), reciting the proceedings in civil case No. 11 of the Justice of the Peace of Wright and alleging that the inferior court had exceeded its jurisdiction and gravely abused its discretion in condemning the petitioners to pay the respondents (1) damages in the sum of P200.00 plus rentals for P156.00; (2) P300.00 as attorney's fees; and in ordering the execution of the judgment, for their failure to put up the P500.00 bond; that they have no plain, speedy, and adequate remedy in the ordinary course of law to stop the execution of the decision handed down by the respondent court, other than the petition for certiorari, and that the complaint for illegal detainer was malicious, unfounded and fraudulent, thereby causing upon them mental anguish, painful anxiety, and fear of losing their rights and had compelled them to employ the services of a lawyer. They prayed, therefore, that (a) the decision of the Justice of the Peace court in civil case No. 11, be declared null and void; (b) that respondent Reas be condemned to pay petitioners the sum of P1,000.00 as moral damages, P300.00 as attorney's fees and costs. On November 30, 1957, respondents filed a motion to dismiss the petition on the following grounds;

- That the petition stated no cause of action.
- That respondent Justice of the Peace Court was vested with jurisdiction to take cognizance of Civil Case No. 11.
- That the petitioners had the right of appeal in said civil case No. 11.

The motion to dismiss having been denied, respondents answered; alleged as their affirmative defenses, the same

grounds contained in their motion to dismiss the petition, and set up a counterclaim. After due hearing, the CFI of Samar handed down a decision, the dispositive portion of which states:

"In view of the foregoing, the Court renders judgment declaring the decision Exhibit F, rendered by the respondent Justice of the Peace in Civil Case No. 11, null and void; and condemning the respondent Juan E. Reas to pay to the petitioners damages of three hundred pesos and another three hundred pesos for attorney's fees, and the costs."

Respondents appealed to this Court and in their brief, submitted four errors alleged to have been committed by the trial court, but which may be reduced to one dominant proposition, to wit: Whether the trial court acted correctly in annulling the decision of the Justice of the Peace of Wright in civil case No. 11, for lack of jurisdiction.

The complaint in the justice of the peace court (Case No. 11) among others, alleges:—

"3. That in May, 1956, defendants contracted with the plaintiff to plant rice and corn on the above properties, under the conditions of paying a yearly rental of 1½ sacks of palay and corn, valued P8.00 per sack of palay and P5.00 per sack of corn, and defendants forthwith began planting the said products and have been harvesting the same up to the present time, but without paying the agreed rentals, despite repeated demands.

4. That for such failure and refusal of the defendants as above stated or to vacate the land, the plaintiff has been forced to institute the present action incurring damages of more than P200.00 and attorney's fees of P300.00.

WHEREFORE, it is hereby respectfully prayed that this Honorable Court may order the defendants to pay for each of these rentals in palay of 3 sacks and 3 sacks also of corn for 1955 and 1956 valued in all P39.00 or P156.00 for all the four defendants, plus interest of 6% from the filing of this complaint, with costs against them; order them to vacate the land, and to pay damages of more than P200.00 and attorney's fees of P300.00; and extending to the plaintiff such other remedies fair and equitable in the premises" (Exhs. "9" and "A-1").

Judging from the above averment, one may readily see that the case falls under the provisions of the Agricultural Tenancy Act No. 1199, approved on Aug. 30, 1954, as amended by Act No. 1267, approved on June 14, 1954; the pertinent portions of which recite:—

"SEC. 4. Systems of Agricultural Tenancy; Their definitions—Agricultural Tenancy is classified into leasehold tenancy and share tenancy.

Share tenancy * * *,

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 price certain or ascertainable to be paid by the person cultivating the land either in percentage of the production or in a fixed amount in money, or both.

SEC. 21. Ejectment; Violation; Jurisdiction.—All cases involving the dispossession of a tenant by the landholder or by a third party and/or the settlement and disposition of disputes arising from the relationship of landholder and tenant, as well as the violation of any of the provisions of this Act, shall be under the original and exclusive jurisdiction of such court as may now or hereinafter be authorized by law to take cognizance of tenancy relations and disputes". (Act No. 1199).

SEC. 7. Jurisdiction of the Court.—The Court shall have original and exclusive jurisdiction over the entire Philippines, to consider, investigate, decide, and settle all questions, matters, controversies, or disputes involving all those relationships established by law which determine the varying rights of persons in the cultivation and use of agricultural land where one of the parties works the land, and shall have concurrent jurisdiction with the Court of First Instance over the employer and farm employees or labor under the Republic

Act numbered Six Hundred Two (Minimum Wage Law), and over landlord and tenant involving violations of the Usury Law (Act No 2655) as amended, and of inflicting the penalties provided therefor" (Act No. 1267).

The causes of action in the complaint describes a leasehold Tenancy; it is a case of dispossession or ejectment of a tenant by the landlord, of an agricultural land where the tenant cultivates or works the land, in consideration of a price certain paid by the one cultivating the land, consisting of so many sacks of rice and corn, for rentals. The above cited laws are clear and definite as to what court should take cognizance of disputes arising from such relationship. Section 21 aforequoted, says "all cases" involving the dispossession of tenant by the landholder "shall be under the original and exclusive jurisdiction of such court" as may be authorized by law to take cognizance of Tenancy relations and disputes; and such court, by virtue of sec. 7 aforequoted, which again provides that all questions, matters, controversies or disputes involving all the relationships established by law which determines the varying rights of persons in the cultivation and use of agricultural land where one of the parties works the land, is the Court of Agrarian Relations (Santos, et al., vs. Vivas, et al., 96 Phil., 538; 51 Off. Gaz., 690; Mendoza vs. Manguiat, 96 Phil., 309; 51 Off. Gaz., 137; also Valencia , et al vs. Hon. J. T. Surtida, supra, p. 513).

Having reached the above conclusion, it would seem unnecessary to pass upon other minor issues raised by the respondents-appellants.

The decision appealed from is, therefore, affirmed, with costs against respondents-appellants.

Bengzon, C.J., Padilla, Labrador, Reyes, J.B.L., Barrera, Dizon, De Leon, and Natividad, JJ., concur.

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