

**DOMINGO DE JESUS, IN HIS CAPACITY AS ADMINISTRATOR OF THE
INTESTATE ESTATE OF FLORENTINA M. VDA. DE JESUS, PLAINTIFF
AND APPELLANT, VS. RODRIGO COLOSO, DEFENDANT AND
APPELLEE.**

G.R. No. 14821. January 28, 1961

Ponente: LABRADOR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-14821/>

LABRADOR, J.:

This is an appeal from an order of the Court of First Instance of Bataan, Hon. Ambrosio T. Dollete, presiding, dismissing the action instituted by the plaintiff-appellant, on the ground that the venue of the action is improperly laid and that another action between the parties involving the same issue is pending.

The complaint alleges that on February 12, 1955, defendant Rodrigo Coloso and the plaintiff's intestate entered into a contract, whereby the latter authorized the former to have exclusive right to manage a parcel of land containing an area of 315 hectares located at Samal, Bataan, with the duty of paying the real estate taxes due thereon (known as the Hacienda Nolasco), improving the irrigation system thereof, introducing thereon permanent improvements consisting of the planting of fruit trees, clearing of trees, cultivation of annual crops, rendering an annual accounting of his administration and delivering to plaintiff-appellant one-half of all the produce from fruit trees and annual crops, etc. The Agreement also contains a provision to the effect that defendant shall have the right to the management and administration of the land for a period of 10 years, extendable for another 10 years, as well as the right of option to purchase the property within the first 10 years at the price of P60,000.00.

The present action was filed in the Court of First Instance of Bataan as Civil Case No. 2511 of that court. Alleging in the complaint that the defendant has failed to comply with certain obligations in relation to the land, such as payment of taxes, introduction of permanent improvements, etc. and claiming that such failure warrants a rescission of the contract, the plaintiff prayed for the rescission of the contract, return of possession of the land by defendant to the plaintiff intestate, and the payment to the latter by the former of the sum of P50,000 by way of actual damages plus another sum of P10,000 by way of attorney's fees and other expenses. The defendant filed a motion to dismiss the action, on the ground that the venue is improperly laid and on the further ground that the case should have been filed as a compulsory counterclaim in Civil Case No. 34243 of the Court of First instance of Manila, entitled "Rodrigo Coloso, plaintiff, versus Domingo de Jesus as administrator of the intestate estate of the deceased of Dona Florentina N. Vda. de Jesus, et al." Attached to the motion to dismiss is a copy of the complaint and the answer in said Civil Case No. 34243.

The first ground for dismissal of the action is that the venue is improperly laid. Defendant-appellee argues that the case at bar filed in the Court of First Instance of Bataan is not a real action but a personal action, for the reason that appellant's main purpose in filing the case is "to rescind the contract so that appellee may be deprived of his option rights under the contract." This argument is not true to fact. In plaintiff-appellant's complaint, it is alleged that defendant committed a breach of the contract, so plaintiff prays that the contract be ordered rescinded and

that defendant be ordered "to return possession of the Hacienda Nolasco to plaintiff." So, the ultimate purpose or end of the action is to recover possession of real property, not merely to rescind the contract. It is alleged that the contract has been breached, a reason for which the other party demands its rescission and the return of the property subject thereof. The action, therefore, is an action for the recovery of the possession of land and in accordance with Section 3 of Rule 5 of the Rules of Court, the action was properly filed with the Court of First Instance of Bataan, where the property is situated.

The second ground for the dismissal of the action, which was also sustained by the court a quo as a valid ground for dismissal, is the fact that defendant-appellee Rodrigo Coloso had instituted another action in the Court of First Instance of Manila (Civil Case No. 34243). Defendant-appellee herein, plaintiff in that case, claims to have the absolute right to sell his title, right and interest in the land its improvements thereon, but that plaintiff-appellant herein, defendant in that case, prevented him from continuing with the final negotiations for the sale of his rights under the contract; that in this action, Coloso, seeks the enforcement of the agreement entered into between him and the deceased owner, and that as a result of the action instituted by Coloso, filed in the Court of First Instance of Manila on November 29, 1957, the action filed in the Court of First Instance of Bataan should not be allowed to proceed. The motion to dismiss on this ground of pendency of another action can not be granted for the reason that the present action seeks recovery of the possession of the property, while the other action instituted in the Court of First Instance of Manila seeks recovery of damages for failure of defendant therein, plaintiff-appellant herein, to comply with the terms of the agreement. It is true that the validity of the contract may be in issue in either case, but there are other issues in the case at bar such as the breach of the terms of the contract by the defendant-appellee and the consequent right of plaintiff to the return of the possession of the land. In the case filed in the Court of First Instance of Manila, the issue is whether defendant herein, plaintiff in that case, may be entitled to recover damages arising from his failure to execute the deed of sale over the land and his interference in the negotiations for the sale of said land. In the case of *Hongkong & Shanghai Banking Corporation vs. Aldecoa*, 30 Phil. 255, we held that an action to annul a contract of mortgage is not a bar to another action to foreclose the same contract of mortgage. Similarly the action for damages in the Court of First Instance of Manila can not bar the present action in Bataan.

Wherefore, the order of the Court of First Instance of Bataan dismissing the complaint is hereby reversed and the case is ordered remanded to that court for further proceedings. With costs against defendant-appellee.

Paras, C. J., Bengzon, Padilla, Bautista Angelo, Concepcion, Reyes, J. B. L., Barrera, Gutierrez David, Paredes, and Dizon, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.