

CESAR D. MILITAR, PETITIONER, VS. VENTURA TORCILLERO AND HON. RAMON BLANCO, IN HIS CAPACITY AS PRESIDING JUDGE OF THE COURT OF AGRARIAN RELATIONS, EIGHT REGIONAL DISTRICT, ILOILO...*G.R. No. 15065. April 28, 1961*

Ponente: PADILLA, J.

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In CIR Tenancy Case No. 182-Iloilo for ejectment, entitled "Ventura Torcillero, petitioner vs. Cesar D. Militar, respondent,"[1] on 31 August 1956 the Court of Agrarian Relations rendered judgment holding that the petitioner had been "ejected from his landholding without any just and lawful cause and without the previous authority of this Court," and that he was not "only entitled to reinstatement as tenant to his landholding but also to the recovery of damages suffered by him during the period of his dispossession pursuant to Section 19 of Act No. 4054," and ordering the respondent "to reinstate the petitioner as tenant to the said landholding immediately." The Court further "reserved to the petitioner" "the right to file an action for recovery of damages under Section 19 of Act No. 4054." (Annex B) The respondent did not appeal therefrom and the judgment became final and executory.

On 21 June 1957, herein respondent Ventura Torcillero filed a petition in the Court of Agrarian Relations alleging that as a result of his unlawful dismissal or dispossession of his landholding by the petitioner herein, Cesar D. Militar, he suffered losses and damages as follows: 95 cavanos of palay during the agricultural year 1954-1955; 90 cavanos of palay during the agricultural year 1955-1956; and 105 cavanos of palay during the agricultural year 1956-1957, or a total of 290 cavanos and a total of 37 cavanos of mongo during the same agricultural years; that despite repeated demands made by respondent Torcillero upon the herein petitioner for the recovery of the said amounts of palay and mongo or their monetary value, the latter had refused and failed to compensate the former for the damages he had suffered; and that because of such refusal and failure respondent Torcillero had to engage the services of counsel, for which he had to pay the sum of P1,000, for the purpose of recovering such damages, and praying that the herein petitioner be ordered to pay him (respondent Torcillero) 290 cavanos of palay or the sum of P2,900, its money value at the rate of P10 per cavan; 37 cavanos of mongo or the sum of P1,295, its monetary value at the rate of P35 per cavan; and the sum of P1,000 for attorney's fees; and for other just and equitable relief (CAR Case No. 490-Iloilo, Annex A). On 6 July 1957 the petitioner herein moved to dismiss the petition on the ground that the Court had no jurisdiction of the subject matter. He claimed that since the action was for recovery of damages and attorney's fees, the subject matter of the action was beyond the jurisdiction of the Court of Agrarian Relations. Anticipating the respondent Torcilleros' probable argument that since his claim for damages and attorney's fees arose from his unlawful dismissal or dispossession of his landholding by the herein petitioner, the case was within the jurisdiction of the Court of Agrarian Relations, and invoking the prohibition against splitting causes of action, the herein petitioner contended that respondent Torcillero's claims should have been litigated in the same case, CIR Tenancy Case No. 182-Iloilo, and that his failure to do so bars

the present action. He added that the reservation of the respondent Torcillero's right of action for damages against the herein petitioner made by the Court in the dispositive part of its judgment was a surplusage (Annex E). On 20 July 1957 the Court denied the herein petitioner's motion to dismiss (Annex F). On 18 September 1957 the herein petitioner filed his answer denying specifically the material averments of the petition setting up the following special defenses: that he was not the owner but a lessee of the parcel of land of which respondent Torcillero had been dispossessed; that his leasehold right thereto having expired in May 1955, the said parcel of land had been taken over by Patria Capay, daughter of the late Natividad Benedicto, who was the owner thereof; that for that reason the herein petitioner could no longer be held answerable for the work done by respondent Torcillero on the parcel of land after May 1955 and his claim therefor should be directed against the owner of the land; and that respondent Torcillero's sublease could not and did not prevent the expiration of the herein petitioner's contract of lease with the owner of the said parcel of land; and by way of counterclaim, he alleged that respondent Torcillero had failed and refused to pay him the stipulated annual rental of 45 cavanos of palay and his 20% share in the mongo crop raised and harvested by respondent Torcillero; that on various occasions the latter had obtained loans from the petitioner herein totalling P150 but which respondent Torcillero had failed and refused to pay despite repeated demands; and that because of the filing by respondent Torcillero of this unfounded and malicious complaint, the herein petitioner had been compelled to engage the services of counsel for the sum of P500. He prayed that the petition be dismissed with costs against respondent Torcillero; that the latter be ordered to pay him (the herein petitioner) 45 cavanos of palay as rental for the agricultural year 1954-1955 and his 20% share in the mongo crop raised and harvested by respondent Torcillero; the sum of P150, the amount owed by the latter to him; and the sum of P500 as attorney's fees; and for other just and equitable relief (Annex G). On 24 September 1957 respondent Torcillero filed a "reply and answer to counterclaim" dated 23 September 1957, disclaiming knowledge or information as to the truth of the herein petitioner's special defenses and stating that if the latter believed that he was entitled to any contribution indemnity or relief against Patria Capay, the owner of the parcel of land, he (the herein petitioner) should file a third-party complaint against her. Answering the herein petitioner's counterclaim, respondent Torcillero set up the defense that he already had paid the annual rental of palay and the amount he had owed; and that the herein petitioner was not entitled to a share in the crop of mongo raised and harvested because of the increase of the annual rental from 42 to 45 cavanos of palay, and prayed for the dismissal of the herein petitioner's counterclaim (Annex H). On 25 February 1958, the herein petitioner again filed a motion to dismiss predicated upon the same ground of lack of jurisdiction of the subject matter, this time advancing the theory that since respondent Torcillero's claim for damages and attorney's fees was based upon the provisions of Section 19, Act No. 4054, providing that the landlord was liable to the tenant for damages to the extent of his share in the product of the farm arising from the latter's unlawful dismissal, neither the Court of Industrial Relations then nor the Court of Agrarian Relations now had jurisdiction of the case. He reserved the right to present his evidence, should the motion to dismiss be denied (Annex I). On 3 September 1958 the Court rendered judgment holding that as respondent Torcillero was a tenant unlawfully ejected from his landholding by the herein petitioner, the latter was liable to him for damages, ordering the herein petitioner to pay respondent Torcillero 135 cavanos of palay or its value at the rate of P10 a cavan with interest at the rate of 10% a year from the date of the judgment to its complete payment, and P250 as attorney's fees, and dismissing the herein petitioner's counterclaim, with costs against him (Annex J). On 3 October 1958 the herein petitioner filed a motion for reconsideration (Annex K); on 17 October 1958, respondent Torcillero, an "opposition to motion for reconsideration" dated 14 October 1958 (Annex L); and on 10 November 1958, the herein petitioner, a "supplemental ground to motion for reconsideration" dated 6 November 1958 (Annex M). On 20 November 1958 the Court entered an order directing the parties to submit within seven days from receipt of notice their respective memoranda on the effect of the respondent's failure to appeal from that part of the judgment of the Court in CIR Tenancy Case No. 182-Iloilo, reserving respondent Torcillero's right to bring an action for damages against the

herein petitioner, but should they fail to submit their memoranda, the case would be considered submitted for resolution (Annex N). On 14 January 1959 the Court entered an order denying the herein petitioner's motion for reconsideration (Annex O). On 9 February 1959, after receipt of a copy of the preceding order, the herein petitioner filed a notice of appeal dated 7 February 1959 in the Court of Agrarian Relations (Annex P), and on 12 February 1959 a petition for certiorari in this Court by registered mail which was received on 18 February 1959. On 23 February 1959 this Court ordered the herein respondents to answer the petition for certiorari. On 1 April and 18 May 1959 the answers in behalf of the respondent court and in behalf of the respondent Torcillero, respectively, were filed.

The petitioner seems to have been in a quandary as to the choice of remedies. In the caption of his petition the term "certiorari" appears. In his petition he claims that the respondent court had no jurisdiction of the case and that "There is no plain, speedy, and adequate remedy in the ordinary course of law from the aforementioned orders (Annexes "F" and "O") and the decision (Annex "J"), of the respondent Judge, the Honorable Ramon Blanco except the present petition for certiorari." These are characteristics of a petition for a writ of certiorari as a special civil action or extraordinary legal remedy. But the filing by the petitioner of a notice of appeal from the judgment rendered by the respondent court (Annex J) and the prayer in his petition that the respondent court be directed "to certify and send to this Court for its review and determination a transcript of the record and proceedings herein; and that the judgment of the Court of Agrarian Relations, Eighth Regional District, Iloilo City (Annex "J") be reversed by this Honorable Court * * *." convey the idea that he seeks a review of the judgment of the respondent court under section 13, Republic Act No. 1267, as amended by Republic Act No. 1409. Since this Court does not have before it the record of the case which should have been forwarded to it by the clerk of the respondent court pursuant to section 1, Rule 19 as amended, of its rules promulgated pursuant to section 10, Republic Act No. 1267, as amended by Republic Act No. 1409, this Court will consider the petition as a special civil action or a petition for a writ of certiorari.

Section 19, Act No. 4054, provides:

The landlord shall not dismiss his tenant without just cause, otherwise the former shall be liable to the latter for losses and damages to the extent of his share in the product of the farm entrusted to the dismissed tenant,

and section 27, Republic Act No. 1199, provides:

(1) The landowner shall not dispossess the tenant of his holdings except for any of the causes enumerated in Section fifty, and without the cause having been proved before, and dispossession authorized by, the court; otherwise, he shall, aside from the penalty of fine and/or imprisonment provided for any violation of this Act, be liable to the tenant for damages to the extent of the landholder's participation in the harvest in addition to the tenant's right under Section twenty-two of this Act.

Section 7, Republic Act No. 1267, as amended by Republic Act No. 1409, provides:

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: Provided, however, That cases pending in the Court of Industrial Relations upon approval of this Act which are within the jurisdiction of the Court of Agrarian Relations, shall be transferred to, and the proceedings therein continued in, the latter court.

Section 7, Republic Act No. 1267, as amended, vests in the Court of Agrarian Relations exclusive and original jurisdiction to determine controversies arising from landlord-tenant relationship. From this it may be inferred that it also has jurisdiction to hear and determine actions for recovery of damages arising from the unlawful dismissal

or dispossession of a tenant by the landlord, as provided for in Act No. 4054 and Republic Act No. 1199, as amended. To hold otherwise would result in multiplicity of suits and expensive litigations abhorred by the law. For that reason the reinstatement to his landholding of a tenant dispossessed or dismissed of such landholding without just cause and his claim for damages arising from such illegal dispossession or dismissal should be litigated in one and the same case. Such is the rule laid down by this Court in *David vs. Cruz and Calma*, 103 Phil., 380; 54 Off. Gaz. 8073.

Nevertheless, the judgment rendered by the Court of Agrarian Relations, CIR Tenancy Case No. 182-Iloilo, directing reinstatement of the tenant, who had been unlawfully dispossessed of his landholding, and reserving to him the right to bring an action against the landlord for recovery of damages under and pursuant to section 19, Act No. 4054, even if the tenant had not prayed for damages in his complaint, is now final and executory for failure of the herein petitioner to appeal therefrom to have such reservation stricken from the judgment. Erroneous as such reservation may be, failure of the herein petitioner to appeal therefrom is or constitutes a waiver on his part. Such waiver precludes him from filing a motion to dismiss the action on the ground that it is barred by a prior judgment. Without such waiver the splitting of a cause of action would not be allowed and any other cause of action arising from or bearing a relation to the main, action could not be litigated in a subsequent suit or proceeding.

The writ prayed for is denied, without pronouncement as to costs.

Bengzon, C.J., Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Barrera, Paredes, and Dizon, JJ., concur.

[1] Originally commenced in the Court of Industrial Relations, the case was transferred to the Court of Agrarian Relations for final disposition upon the enactment into law of Republic Act No. 1267, as amended.

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