

JESUS S. DIZON, PETITIONER AND APPELLANT, VS. THE HON. NECIAS O. MENDOZA, ET AL., RESPONDENTS AND APPELLEES.

G.R. No. 15158. September 30, 1960

Ponente: GUTIERREZ DAVID, J.

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GUTIERREZ DAVID, J.:

This is an appeal from a decision of the Court of First Instance of Pampanga dismissing appellant's petition for certiorari to annul and declare void all proceedings had in the ejectment case filed in Civil Case No. 54 of the Justice of the Peace Court of Mabalacat, entitled "Victor R. Serrano and Marcelino Garcia, plaintiffs, vs. Jesus S. Dizon, defendant."

The record shows that the appellant Jesus S. Dizon, on January 28, 1953, entered into a contract with Jose T. Garcia and Juan Rivera—the latter acting in his own name and as executor of the estate of his deceased wife Vicenta Dizon—for the lease of 8 parcels of agricultural land for a period of 5 years commencing with the crop year 1953-54 up to and including the agricultural year 1957-58. Three of said parcels of land were covered by transfer certificates of title issued in the name of the spouses Juan Rivera and Vicenta Dizon, while the other five were covered by transfer certificates of title issued in the name of Jose T. Garcia and the spouses Juan Rivera and Vicenta Dizon, Garcia being a co-owner in the proportion of an undivided one-third. Among the terms of the lease were:

"1. That the LESSEE hereby agrees with the lessor for the consideration hereinafter named, to lease, for the purpose of tilling; and farming, well and faithfully, for a period of five (5) agricultural years commencing with the crop year 1953-1954, up to and including the agricultural year 1957-1958, in a good and farmlike manner, and according to the usual course of farming, the above-described property;

"2. That the rental for the first crop year (1953-1954) shall be Twenty Thousand Pesos (P20,000.00), Philippine Currency, to be paid and delivered on or before June 30, 1953; and Two Hundred Fifty (250) cavans of palay, fifty (50) cavans of which shall be of the 'Milagrosa' variety, or its equivalent, to be delivered on or before the end of February, 1954;

"That the rental for the succeeding years shall be Twenty One Thousand Pesos (P21,000.00), Philippine Currency, for each year to be paid and delivered on or before the 30th of June of each succeeding year; and Two Hundred Fifty (250) cavans of palay for each year also, in the varieties and in the amounts indicated in the foregoing paragraphs, or its equivalent, to be delivered on or before the end of each February of the succeeding years.

"3. That the lessee shall have no right to a reduction of the rentals agreed upon on account of the sterility of the land leased, or by reason of the loss of fruits due to fortuitous events, ordinary or extraordinary;

"4. That in case of failure or neglect on the part of the lessee to perform any of the conditions and terms of this contract on his part, then the lessor is hereby authorized and empowered to enter said land and take full and absolute possession of the same, and he may do and perform all things agreed to be done by the lessee remaining undone, and may retain or sell sufficient portion of the crops raised on said land that would

otherwise belong to the lessee if he had performed the conditions hereof, to pay and satisfy all conditions and expenses of every kind incurred in performing said contract;

"5. That the LESSOR shall, upon the termination of the lease, become the owner of all the improvements introduced in the property leased without any liability on his part to the lessee for the cost of the same;

"6. That the lessee shall have the option for a renewal of this contract of lease if upon the termination of this, the lessors shall decide to have the same property leased again."

Upon the death of Juan Rivera in 1953, Marcelino Garcia was appointed administrator of his estate, and Victor R. Serrano and Alejandro P. Dizon, administrators of the estate of the late Vicenta Dizon. Allegedly to determine to whom the rentals due under the lease contract for the agricultural year 1956-57 should be delivered and in what proportion, herein appellant Jesus S. Dizon filed in the court below a complaint for interpleader against the above-named administrators and Jose T. Garcia (Civil Case No. 1131). Giving due course to the complaint, the court required the alleged conflicting claimants to inter plead with one another. It also ordered Jesus S. Dizon to deposit with the clerk of court all the rentals which may be due under the contract of lease. Upon a stipulation of facts signed by Jose T. Garcia, Marcelino Garcia and Victor R. Serrano—stating, among other things, that defendant Jose T. Garcia signed as co-lessor in the contract of lease at the request of the parties thereto merely to facilitate registration thereof his 1/3 undivided share in the lands not being included in the contract as the same had been provisionally segregated and separately given in lease in favor of one Mr. Angelo Hizon with the full knowledge of Jesus S. Dizon—the lower court on November 6, 1956 rendered judgment condemning plaintiff Jesus S. Dizon to pay the rentals in the manner therein stated. The judgment, however, was set aside upon the attention of the court being called to the fact that Alejandro P. Dizon was not a party to the stipulation of facts entered into by the other defendants. In a separate order, the court directed plaintiff Jesus S. Dizon to deposit in court all rentals in his possession as well as future rentals. After plaintiff had deposited the sum of P4,950.00, counsel for the defendants (except Alejandro P. Dizon) filed an urgent petition praying, among other things, that the plaintiff be directed to deposit with the clerk of court within 24 hours the amount of P12,000.00, which represents rentals due on the property. This petition, however, was denied, the court intimating that the remedy for the collection of said rentals was to file the proper action in the competent court.

On November 29, 1956, Marcelino Garcia and Victor R. Serrano filed a complaint for illegal detainer and collection of rentals in Civil Case No. 54 of the Justice of the Peace Court of Mabalacat, Pampanga, against Jesus S. Dizon, alleging, among other things, that the rentals "for the agricultural year just past" which the defendant should have paid in full not later than June 30, 1955 was paid by him only in the amount of ₱19,500.00 leaving an unpaid balance of ₱1,500.00 which defendant has refused to pay despite repeated demands; that "for the current agricultural year" defendant has only paid the amount of ₱4,050, which, together with ₱4,950.00 deposited with the clerk of the Court of First Instance of Pampanga, total ₱9,000.00; and that despite repeated verbal and written demands made since July, 1956, defendant refuted and still refuses to pay the balance of ₱12,000.00, or to return possession of the leased properties. Jesus S. Dizon, on the other hand, filed on December 1, 1956 a complaint for specific performance and damages (Civil Case No. 1163) in the Court of First Instance of Pampanga against Jose T. Garcia, Marcelino Garcia, Alejandro P. Dizon and Victor Serrano, praying under the first cause of action that defendants be directed to execute a renewal of the lease for another 5 years and to deliver, under the second cause of action, 25 hectares of the leased premises, plus damages.

To the complaint in the ejectment case filed in Civil Case No. 54 of the Justice of the Peace Court of Mabalacat, Pampanga, the defendant therein Jesus S. Dizon filed a motion to dismiss on the grounds of lack of cause of action, lack of jurisdiction, lack of legal capacity to sue, pendency in the Court of First Instance of Pampanga of two actions (

Instead of answering the petition, the respondents Marcelino Garcia and Victor R. Serrano filed a motion to dismiss and to lift the preliminary injunction issued. After disposing of the several incidents raised by the parties in the meantime, the lower court on December 5, 1957 rendered a decision, the dispositive part of which reads:

"Wherefore, finding no merit in the instant petition for certiorari, the court hereby dismisses the same with costs against the petitioner, definitely dissolving the writ of preliminary injunction, heretofore issued in this case.

"Let the parties and the respondent Judge be immediately notified of this decision.

"So ordered."

Reconsideration of this decision having been denied, petitioner Jesus S. Dizon appealed to the Court of Appeals, but that court has certified the case to us on the ground that the questions involved are purely legal.

We find the appeal to be without merit.

Appellant contends that the court below erred in holding that the inferior court had authority to try Civil Case No. 54. Under this contention, appellant questions the non-inclusion as party plaintiff of Jose T. Garcia, a co-owner in 4 of the parcels of land leased and a party to the lease contract. It appears, however, from the allegations of the complaint itself that Jose T. Garcia is not a party in interest in the case. Thus, it is alleged that his participation in the lease agreement was merely to facilitate the transaction, he being a registered co-owner, and that his interests in the land had actually been leased, with appellant's knowledge, to Angel Hizon. At any rate, the alleged non-inclusion cannot deprive the inferior court of authority to try the case. Non-joinder of necessary parties is not a ground for dismissal.

It is also argued that appellant cannot be held guilty of unlawful detainer until after the termination of the action for specific performance and damages wherein he prayed for the delivery of 25 hectares of land under the lease agreement with damages. It will be recalled, however, that the action for specific performance was filed later than the action for unlawful detainer. This was probably one of the reasons that prompted the lower court to rule that said action was filed for purposes of delay. The action for unlawful detainer having taken precedence over that for specific performance, it is the latter that should be held in abeyance if that is necessary at all.

Appellant also advances the rather novel theory that to successfully maintain and prosecute the action for unlawful detainer, the following, which are not within the competence of the inferior court, must first be accomplished: (1) reformation of the contract of lease so as to exclude Jose T. Garcia as co-lessor and to exclude 25 hectares of the leased lands; (2) partition of four of the parcels of land in question since said parcels are held in common and still undivided; and (3) accounting, since petitioner, herein appellant, claims to have paid in full the rents as stipulated. In answer, suffice it to say that there is nothing in the allegations or prayer of the complaint in the unlawful detainer case which may raise any issue about reformation of contract, partition, or accounting. On the contrary, the allegations in said complaint clearly make out a case for unlawful detainer.

There is nothing to the claim that four of the parcels of land in question are located outside the territorial jurisdiction of Mabalacat, Pampanga. Granting this to be true, section 2 of Rule 4 provides that "If the property be found in two or more municipalities actions may be brought in any of them, at the option of the plaintiff."

The interpleader case (Civil Case No. 1131) is also invoked by appellant, but this has already been finally dismissed precisely because with the filing of the ejectment case, it had become moot and academic, the proper place for the discussion of the questions involved therein being in the ejectment case. The dismissal was ordered at the instance of herein appellant invoking the filing of the unlawful detainer case, and certainly he cannot now turn about and allege such dismissal as a bar to the prosecution of the same unlawful detainer case.

Alleging that there was no formal demand to vacate, appellant claims that the justice of the peace court acquired no jurisdiction over the unlawful detainer case. The claim cannot be sustained. The complaint expressly alleges that since the month of July, 1956, oral and written demands for the payment of the rentals due had been made. This may not be sufficient notice of demand to vacate as required by the Rules, but such shortcomings cannot deprive the inferior court of jurisdiction over the case. After the motion to dismiss had been overruled on this point, appellant could have still raised it as an affirmative defense in his answer. It certainly cannot be a ground for a petition for certiorari. In any event, the complaint has since then been amended to cure the defect.

In recapitulation of his arguments, appellant concludes that the ejectment case is really an action for collection of rentals involving more than P2,000.00 and consequently outside the jurisdiction of inferior courts. In the light of what has already been said, this argument deserves no serious consideration.

In view of the foregoing, the decision appealed from is hereby affirmed, with costs against appellant.

Paras, C. J., Bengzon, Labrador, Conception, Reyes, J. B. L., Barrera, Paredes, and Dizon, JJ., concur.

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