

ROSENDO E. CAPIRAL, PETITIONER, VS. SPS. MAXIMA JIMENEZ VALENZUELA AND DANIEL VALENZUELA, RESPONDENTS.*G.R. No. 152886. November 15, 2002*

Ponente: MENDOZA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-152886/>**MENDOZA, J.:**

This is a petition for review on certiorari of the orders, dated January 23, 2002[1] and April 4, 2002,[2] of the Regional Trial Court, Branch 258, Parañaque City, dismissing for lack of jurisdiction a complaint filed by petitioner Rosendo E. Capiral against respondent spouses Maxima Jimenez Valenzuela and Daniel Valenzuela.

Petitioner Rosendo E. Capiral alleged in his complaint, captioned “For DAMAGES,” that he had been “tenant-tiller” since 1957 of two parcels of land in Barrio Ibayo, Parañaque, owned by Facundo and Lorenza Santos; that in 1960, without his knowledge and in violation of his right as “tenant-tiller,” the Santoses subdivided the two parcels of land and sold the resulting lots, including the portion occupied by petitioner, which were denominated as Lots 32 and 33, to respondent spouses Maxima Jimenez Valenzuela and Daniel Valenzuela, in whose names TCT No. 84665, covering Lot 32, and TCT No. 84666, covering Lot 33, were issued; that petitioner entered into an agreement with a certain Joaquin “Jack” Rodriguez, whereby he would negotiate with the owners of the properties, including Lots 32 and 33, for the sale of the same to Rodriguez in consideration of which Rodriguez promised to give him (petitioner) a third of the properties, preferably Lots 32 and 33;[3] that pursuant to their agreement, Rodriguez issued a check[4] for P347,200.00 in favor of respondent Maxima Jimenez Valenzuela; that petitioner signed a Deed of Absolute Sale[5] covering Lots 32 and 33 for P1,347,200.00; that the total assessed value of the said lots is P336,800.00; and that (apparently in violation of the alleged agreement) respondents had threatened to oust petitioner and his family from Lots 32 and 33 and offered the same for sale to others. Petitioner prayed that a temporary restraining order or a writ of preliminary injunction be issued to restrain respondents from ousting him and his children from the lots and demolishing their houses thereon and from selling the subject lots to others, and that respondents be ordered to sell the lots to him at the agreed price or to pay him the market value of all the improvements which he and his children had made on the two lots and the amounts of P50,000.00 plus P2,000.00 per court appearance as attorney’s fees, P50,000.00 as reimbursement of litigation expenses, and costs of the suit.

The full text of the complaint reads:

COMPLAINT

PLAINTIFF by counsel, to this Honorable Court, respectfully states:

1. Plaintiff is of legal age, widower, Filipino and residing at Lower Sta. Ana, Bgy. Sun Valley, Parañaque City, where he may be served with notices and other court processes;
2. That defendants are wife and husband, both of legal age, Filipinos, and residing at 18th Street, Sto. Nino, Parañaque City, where they may be served with summons and other court processes.

3. That Facundo Santos and Lorenza (brother and sister) are owners of two (2) adjoining parcels of land, identified as lots nos. 3486 and 3488, more particularly described as follows:

ORIGINAL CERTIFICATE OF TITLE NO. 3111

“A parcel of land unirrigated rice land (Lot No. 3486 of Parañaque Cadastre) plan Psd-172519-B, L.R. Case No. N-2387 LRC Record No. N-17034, situated at Barrio Ibayo, Parañaque, Rizal. Bounded on the N., by property of Lorenza Santos; on the SE., by a creek; and on the W., by property of Sixto Carabeo xxx containing an area of 19,698 square meters, more or less, originally covered by OCT No. 2111 issued on October 8, 1959 in the name of Facundo Santos.”

ORIGINAL CERTIFICATE OF TITLE NO. 2112

“A parcel of land unirrigated rice land (Lot No. 3488 of Parañaque Cadastre) plan Psd-172518-B, L.R. Case No. N-2386, Ibayo, Parañaque, Rizal. Bounded on the N., by property of Pedro Siojo and Lot 2; on the E., by property of Teodulo Cruz; on the SE., by a creek; on the SW., by property of Facundo Santos xxx containing an area of 19,698 square meters, more or less, originally covered by OCT No. 2112, issued on October 9, 1959 in the name of Facundo Santos.”

4. That as early as 1957, plaintiff was already cultivating and tilling the aforescribed landholding, planting it with palay, and built his house therein and, in the course of time, his children also built their respective houses.

5. That sometime in 1960, with unlawful intent to evade the rights of herein plaintiff-tenant and without his knowledge and consent, the owners Facundo Santos and Lorenza Santos were able to consolidate and subdivide Lots Nos. 3486 and 3488 into 40 smaller lots, to facilitate disposal by either sale or mortgage, of which Lots 32 and 33 are a part as per plan (LRC) PCS-1064 hereto attached and made integral part hereof as Annex “A.”

6. That plaintiff as tenant and his children built their respective houses in good faith which houses are situated at Lots 32 and 33 (LRC) PCS-1064, located at Lower Sta. Ana, Bgy. Sun Valley, Parañaque City;

7. That without the knowledge and consent of plaintiff-tenant, defendants allegedly acquired in 1961 from plaintiff’s landlord, Facundo Santos/Lorenza Santos the aforementioned Lots 32 and 33, despite the fact that plaintiff-tenant was already then cultivating and tilling the same, planting it with palay, and in physical possession of said 2 lots where plaintiff’s house stands since 1957.

8. That on September 11, 1995, plaintiff and Joaquin Rodriguez entered into an Agreement wherein “it has been agreed upon that xxx Lots 32 and 33 covered by TCT Nos. xxx 84665 and 8[4]666 xxx owned by Maxima Jimenez Valenzuela xxx shall be transferred in the name of the FIRST PARTY (Rosendo E. Capiral) as a priority of this agreement, which shall be deductible from the proportional rights of the FIRST PARTY after such purchase by the SECOND PARTY,” copy of the said agreement is hereto attached as “Annex B.”

9. That in 1996, the parties herein and Joaquin Rodriguez agreed to transfer the titles of Lots 32 and 33 to the plaintiff herein for an agreed consideration to be paid by Joaquin Rodriguez considering that plaintiff had already accumulated 1,958.17 sq. meters due [to] herein plaintiff under “Annex B” hereof. The plaintiff herein signed the corresponding Deed of Absolute Sale and Joaquin Rodriguez issued his check in the amount of P347,200.00 to enable Seller [to] settle her tax obligations, copies of the Deed of Absolute Sale is hereto attached as “Annex C,” the check issued as “Annex D,” and its Voucher as “Annex E.”

10. That the assessed value of subject lots are P167,600.00 and P169,200.00 or a total of P336,800.00;

11. That defendants and those acting under them are doing and are threatening to oust the plaintiff and his family from Lots 32 and 33 and to demolish the homes of the plaintiff and his children’s families located at Lots 32 and 33, in violation of plaintiff’s rights as tenant, builder in good faith, and for being in peaceful and

continuous possession of subject Lots 32 and 33 for 45 years now.

12. Defendants are offering Lots 32 and 33 for sale to squatters, boarders, etc. creating/resulting [in a] r[a]sh [of] forcible entries and undue disturbance in plaintiff's peaceful possession of subject lots, if not quarrels.

13. That plaintiff is entitled to the relief herein demanded which consists in the continuous possession by plaintiff of subject lands, the non-demolition of their homes [on] subject lots, restraining defendants and all those acting in their behalf from forcible taking of the possession of subject lots and restoration of the possession to plaintiff. That defendants and those acting under them are doing, threatening or about to do or is procuring to be done some acts in violation of plaintiff's rights over the [lots] subject of this action. That the commission and continuance of the acts complained of during the litigation would probably work injustice to the plaintiff.

14. That plaintiff hereby applies for a Temporary Restraining Order or a writ of Preliminary Injunction to restrain defendants and those acting under them from further committing acts intended to render plaintiff and his families homeless and to dispossess them of the possession of subject Lots 32 and 33 for 45 years.

15. That defendants are likewise offering subject lots for sale to plaintiff no longer at the previously agreed price but at a very exorbitant selling price. Plaintiff still sticks to the previously agreed price.

16. That in the event that the parties could not agree on the price of the lands in question, the defendants should be ordered to pay the market value of the improvements built in good faith by plaintiff and his children, disturbance fees, and relocation expenses.

17. That despite repeated pleas from the plaintiff, defendants still insist and persist to oust the plaintiff from Lots 32 and 33 and to demolish plaintiff's homes therein as well as the homes of plaintiff's children, copy of defendant's letter is hereto attached as "Annex F."

18. That due to the unjust and unlawful acts of the defendants, plaintiff is compelled to litigate and hired the undersigned counsel to protect and enforce his rights at an agreed attorney's fees of P50,000.00 plus P2,000.00 for every hearing. Plaintiff further suffered and incurred other litigation expenses of at least P50,000.00.

WHEREFORE, it is most respectfully prayed that, after due notice and hearing, a Temporary Restraining Order or a preliminary injunction be issued forthwith to restrain defendants and all persons acting under them from doing acts herein complained of, namely, ousting the plaintiff and his children of the physical possession of the lots in question and demolishing their respective homes therein, selling subject lots to squatters, boarders, etc., causing disturbances and troubles therein, etc., and, after trial, to render judgment in favor of plaintiff and against the defendants, as follows:

1. Making the TRO or preliminary injunction permanent.
2. Ordering the defendants to sell the lots in question to the plaintiff at the agreed price or ordering the defendants to pay to the plaintiff the market value of all the improvements built or made by plaintiffs and his children on the lots in question;
3. Ordering the defendants jointly and severally to pay the plaintiffs the following:
 - a. For and as attorney's fees of P50,000.00 plus P2,000.00 per court appearance
 - b. As reimbursement of other litigation expenses incurred of at least P50,000.00
 - c. Cost of suit.

Plaintiff further prays for such other relief and remedies which the Honorable Court may consider just and proper in the premises.

In an order, dated January 23, 2002, the Regional Trial Court, Branch 258, Parañaque City, motu proprio ordered the dismissal of the complaint, thus:

Perusing over the complaint, the Court has no jurisdiction over this case considering that the assessed value of the lots in question is only THREE HUNDRED THIRTY SIX THOUSAND EIGHT HUNDRED PESOS (P336,800.00) as well as the damages by way of attorney's fees, litigation expenses, and costs of suit, hence, within the exclusive jurisdiction of the Municipal Trial Court, conformably with the provisions of Section 33(1) of Republic Act No. 7691, vis-a-vis Circular No. 21-99 issued by the Supreme Court dated April 15, 1999.

WHEREFORE, the Court being without jurisdiction over the complaint, the same is hereby ordered DISMISSED.[6]

Petitioner filed a motion for reconsideration, but his motion was denied by the Regional Trial Court in its order dated April 4, 2002.[7] Hence this petition.

In their comment, respondents argue that even if the Regional Trial Court has jurisdiction over petitioner's action, the dismissal of the complaint was nonetheless proper because petitioner is a mere squatter who is not entitled to any damages. In any event, they also allege that petitioner's complaint is premature as they have not even filed an ejectment case against him.

It is settled that what determines the nature of an action for the purpose of ascertaining whether a court has jurisdiction over a case are the allegations in the complaint and the nature of the relief sought.[8] In this case, the trial court held itself to be without jurisdiction over the case because the case fell within the original exclusive jurisdiction of inferior courts pursuant to the following provision of B.P. Blg. 129:

SEC. 33. Jurisdiction of Metropolitan Trial Courts; Municipal Trial Courts and Municipal Circuit Trial Courts in Civil Cases. — Metropolitan Trial Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts shall exercise:

(1) Exclusive original jurisdiction over civil actions and probate proceedings, testate and intestate, including the grant of provisional remedies in proper cases, where the value of the personal property, estate, or amount of the demand does not exceed Three hundred thousand pesos (P300,000.00) or, in Metro Manila where such personal property, estate, or amount of the demand does not exceed Four hundred thousand pesos (P400,000.00), exclusive of interest, damages of whatever kind, attorney's fees, litigation expenses, and costs, the amount of which must be specifically alleged: Provided, That interest, damages of whatever kind, attorney's fees, litigation expenses, and costs shall be included in the determination of the filing fees: Provided, further, That where there are several claims or causes of actions between the same or different parties, embodied in the same complaint, the amount of the demand shall be the totality of the claims in all the causes of action, irrespective of whether the causes of action arose out of the same or different transactions.

.....

The trial court considered that neither the assessed value of the lots (P336,800.00) nor the amount of damages claimed (P102,000.00) exceeded P400,000.00.

Petitioner takes issue with the trial court and argues that the court has jurisdiction pursuant to the following provisions of B.P. Blg. 129:

SEC. 19. Jurisdiction in civil cases. — Regional Trial Courts shall exercise exclusive original jurisdiction:

- (1) In all civil actions in which the subject of the litigation is incapable of pecuniary estimation;
- (2) In all civil actions, which involve the title to, or possession of, real property, or any interest therein, where

the assessed value of the property involved exceeds Twenty thousand pesos (P20,000.00) or, for civil actions in Metro Manila, where such value exceeds Fifty thousand pesos (P50,000.00) except actions for forcible entry into and unlawful detainer of lands or buildings, original jurisdiction over which is conferred upon the Metropolitan Trial Courts, Municipal Trial Courts, and Municipal Circuit Trial Courts.

.....

(7) In all civil actions and special proceedings falling within the exclusive original jurisdiction of a Juvenile and Domestic Relations Court and of the Court of Agrarian Relations.

Petitioner argues that his complaint is for specific performance to compel respondents to abide by their agreement with him (petitioner) and, therefore, it is an action the subject of which is not capable of pecuniary estimation within the meaning of §19(1) of B.P. Blg. 129, jurisdiction over which is vested in the Regional Trial Court.

However, the complaint does not allege any agreement between petitioner and respondents, for the enforcement of which petitioner is suing respondents for specific performance. The complaint merely alleges that petitioner “signed” a Deed of Absolute Sale over the lots and not that the parties had entered into one. The Deed of Absolute Sale, attached to the complaint as an annex,[9] clearly shows that the instrument was signed only by petitioner. It was not signed by the alleged seller, herein respondent Maxima Jimenez Valenzuela.[10] Furthermore, while the complaint alleges that Joaquin Rodriguez issued a check to aforesaid respondent in payment of the alleged purchase price, Annex E of the complaint[11] shows that the check was actually received not by respondent Maxima Jimenez Valenzuela but by petitioner.

Petitioner cites §19(2) as justification for the Regional Trial Court to take cognizance of his case. But this case is neither an accion reivindicatoria nor an accion publiciana, as petitioner claims because it concerns neither ownership nor right to the possession of the lots in question. Indeed, according to petitioner, he is in possession of the two lots, such that it is in fact respondents who are entitled to bring a possessory action against him.

Finally, it is contended the case is cognizable by the Regional Trial Court as a court of agrarian relations under to §19(7) because it is alleged in the complaint that petitioner has been in physical possession of the lots as a tenant-tiller since 1957. But the complaint does not aver by virtue of what agreement petitioner was instituted as a tenant, who instituted him as such, and what sharing agreement, if any, he has with the landlord. In any case, even if the case is one of tenancy, it would not be cognizable by the Regional Trial Court but by the Department of Agrarian Reform Adjudication Board (DARAB) pursuant to §57 of the Comprehensive Agrarian Reform Law of 1988 (R.A. No. 6657).

Indeed, the complaint purports to be “FOR DAMAGES” for the violation of the supposed rights of petitioner. As the value of the demand does not exceed P400,000.00, the Regional Trial Court correctly held itself to be without jurisdiction over the case.

WHEREFORE, the petition for review on certiorari is DENIED and the orders, dated January 23, 2002 and April 4, 2002, of the Regional Trial Court, Branch 258, Parañaque City, dismissing petitioner’s complaint, are AFFIRMED.

SO ORDERED.

Bellosillo, Quisumbing, and Callejo, Sr., JJ., concur.
Austria-Martinez, J., on leave.

[1] Rollo, p. 46. Per Judge Raul E. De Leon.

[2] Rollo, p. 50.

[3] Complaint, Annex B; Rollo, pp. 21-22.

[4] Id., Annex D; id., p. 25.

[5] Id., Annex C; id., pp. 23-24.

[6] Rollo, p. 46.

[7] Id., p. 50.

[8] E.g., *Sarne v. Maquiling*, G.R. No. 138839, May 9, 2002; *Korea Exchange Bank v. Filkor Business Integrated, Inc.*, G.R. No. 138292, April 10, 2002; *R & M General Merchandise, Inc. v. Court of Appeals*, G.R. No. 144189, October 5, 2001.

[9] *World Wide Insurance & Surety Co., Inc. v. Macrohan*, 105 Phil. 249 (1959).

[10] Complaint, Annex C; Rollo, pp. 23-24.

[11] Rollo, p. 44.

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.