

SPOUSES DANILO AND CRISTINA DECENA, PETITIONERS, VS. SPOUSES PEDRO AND VALERIA PIQUERO, RESPONDENTS.

G.R. NO. 155736. March 31, 2005

Ponente: CALLEJO, SR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-155736/>

CALLEJO, SR., J.:

The petitioners, Spouses Danilo and Cristina Decena were the owners of a parcel of land, with a house constructed thereon, located in Parañaque, Metro Manila (now Parañaque City) covered by Transfer Certificate of Title (TCT) No. 134391 issued on February 24, 1998.[1]

On September 7, 1997, the petitioners and the respondents, the Spouses Pedro and Valeria Piquero, executed a Memorandum of Agreement (MOA)[2] in which the former sold the property to the latter for the price of P940,250.00 payable in six (6) installments via postdated checks. The vendees forthwith took possession of the property.

It appears in the MOA that the petitioners obliged themselves to transfer the property to the respondents upon the execution of the MOA with the condition that if two of the postdated checks would be dishonored by the drawee bank, the latter would be obliged to reconvey the property to the petitioners.

On May 17, 1999, the petitioners, then residents of Malolos, Bulacan, filed a Complaint[3] against the respondents with the Regional Trial Court (RTC) of Malolos, Bulacan, for the annulment of the sale/MOA, recovery of possession and damages. The petitioners alleged therein that, they did not transfer the property to and in the names of the respondents as vendees because the first two checks drawn and issued by them in payment for the purchase price of the property were dishonored by the drawee bank, and were not replaced with cash despite demands therefor.

The petitioners prayed that, after due proceedings, judgment be rendered in their favor, thus:

- The sale/Memorandum of Agreement (Annex “A,” supra) be declared null and void, rescinded and with no further force and effect;
- Defendants, and all persons claiming right under them, be ordered to immediately vacate the subject property and turnover its possession to the plaintiffs;
- Defendants, jointly and severally, be ordered to pay the plaintiffs:
 - i. P10,000.00 – monthly, starting 01 October 1997 until complete turnover of the subject property to the plaintiffs, as reasonable compensation for its continued unlawful use and occupation by the defendants;
 - ii. P200,000.00 – moral damages;
 - iii. P200,000.00 – exemplary damages;
 - iv. P250,000.00 – attorney’s fees and litigation – related expenses; and

v. the costs of suit.

Other reliefs just and equitable are, likewise, prayed for.[4]

The petitioners declared in their complaint that the property subject of the complaint was valued at P6,900,000.00. They appended copies of the MOA and TCT No. 134391 to their complaint. The case was eventually raffled to Branch 13 of the RTC of Malolos, Bulacan.

The respondents filed a motion to dismiss the complaint on the ground, inter alia, of improper venue and lack of jurisdiction over the property subject matter of the action.

On the first ground, the respondents averred that the principal action of the petitioners for the rescission of the MOA, and the recovery of the possession of the property is a real action and not a personal one; hence, it should have been brought in the RTC of Parañaque City, where the property subject matter of the action was located, and not in the RTC of Malolos, Bulacan, where the petitioners resided. The respondents posited that the said court had no jurisdiction over the property subject matter of the action because it was located in Parañaque City.[5]

In opposition, the petitioners insisted that their action for damages and attorney's fees is a personal action and not a real action; hence, it may be filed in the RTC of Bulacan where they reside. They averred that while their second cause of action for the recovery of the possession of the property is a real action, the same may, nevertheless, be joined with the rest of their causes of action for damages, conformably with Section 5(c), Rule 2 of the Rules of Court.[6]

By way of reply, the respondents averred that Section 5(c), Rule 2 of the Rules of Court applies only when one or more of multiple causes of action falls within the exclusive jurisdiction of the first level courts, and the other or others are within the exclusive jurisdiction of the RTC, and the venue lies therein.

On February 9, 2000, the trial court issued an Order[7] denying the motion for lack of merit. It found merit in the petitioner's contention that Section 5(c), Rule 2 was applicable.

Meanwhile, the case was re-raffled to Branch 10 of the RTC of Malolos, Bulacan. In a Motion[8] dated December 20, 2000, the respondents prayed for the reconsideration of the trial court's February 9, 2000 Order. On October 16, 2001, the court issued an Order[9] granting the motion and ordered the dismissal of the complaint. It ruled that the principal action of the petitioners was a real action and should have been filed in the RTC of Parañaque City where the property subject matter of the complaint was located. However, since the case was filed in the RTC of Bulacan where the petitioners reside, which court had no jurisdiction over the subject matter of the action, it must be dismissed.

Hence, the present recourse.

The petition has no merit.

The sole issue is whether or not venue was properly laid by the petitioners in the RTC of Malolos, Bulacan. The resolution of this issue is, in turn, anchored on whether Section 5, Rule 2 of the Rules of Court invoked by the petitioners is applicable in this case.

Under the said Rule, a party may, in one pleading, assert, in the alternative or otherwise, as many causes of action as he may have against an opposing party subject to the conditions therein enumerated, one of which is Section 5(c) which reads:

Sec. 5. Joinder of causes of action. -- ...

...

(c) Where the causes of action are between the same parties but pertain to different venues or jurisdiction, the joinder may be allowed in the Regional Trial Court provided one of the causes of action falls within the jurisdiction of said court and the venue lies therein; ...

Explaining the aforequoted condition, Justice Jose Y. Feria declared:

(c) Under the third condition, if one cause of action falls within the jurisdiction of the Regional Trial Court and the other falls within the jurisdiction of a Municipal Trial Court, the action should be filed in the Regional Trial Court. If the causes of action have different venues, they may be joined in any of the courts of proper venue. Hence, a real action and a personal action may be joined either in the Regional Trial Court of the place where the real property is located or where the parties reside.[10]

A cause of action is an act or omission of one party in violation of the legal right of the other which causes the latter injury. The essential elements of a cause of action are the following: (1) the existence of a legal right of the plaintiff; (2) a correlative legal duty of the defendant to respect one's right; and (3) an act or omission of the defendant in violation of the plaintiff's right.[11] A cause of action should not be confused with the remedies or reliefs prayed for. A cause of action is to be found in the facts alleged in the complaint and not in the prayer for relief. It is the substance and not the form that is controlling.[12] A party may have two or more causes of action against another party.

A joinder of causes of action is the uniting of two or more demands or right of action in a complaint. The question of the joinder of causes of action involves in particular cases a preliminary inquiry as to whether two or more causes of action are alleged.[13] In declaring whether more than one cause of action is alleged, the main thrust is whether more than one primary right or subject of controversy is present. Other tests are whether recovery on one ground would bar recovery on the other, whether the same evidence would support the other different counts and whether separate actions could be maintained for separate relief;[14] or whether more than one distinct primary right or subject of controversy is alleged for enforcement or adjudication.[15]

A cause of action may be single although the plaintiff seeks a variety of remedies. The mere fact that the plaintiff prays for multiple reliefs does not indicate that he has stated more than one cause of action. The prayer may be an aid in interpreting the petition and in determining whether or not more than one cause of action is pleaded.[16] If the allegations of the complaint show one primary right and one wrong, only one cause of action is alleged even though other matters are incidentally involved, and although different acts, methods, elements of injury, items of claims or theories of recovery are set forth.[17] Where two or more primary rights and wrongs appear, there is a joinder of causes of action.

After due consideration of the foregoing, we find and so rule that Section 5(c), Rule 2 of the Rules of Court does not apply. This is so because the petitioners, as plaintiffs in the court a quo, had only one cause of action against the respondents, namely, the breach of the MOA upon the latter's refusal to pay the first two installments in payment of the property as agreed upon, and turn over to the petitioners the possession of the real property, as well as the house constructed thereon occupied by the respondents. The claim for damages for reasonable compensation for the respondents' use and occupation of the property, in the interim, as well as moral and exemplary damages suffered by the petitioners on account of the aforestated breach of contract of the respondents are merely incidental to the main cause of action, and are not independent or separate causes of action.[18]

The action of the petitioners for the rescission of the MOA on account of the respondents' breach thereof and the latter's failure to return the premises subject of the complaint to the petitioners, and the respondents' eviction therefrom is a real action.[19] As such, the action should have been filed in the proper court where the property is located, namely, in Parañaque City, conformably with Section 1, Rule 4 of the Rules of Court which reads:

SECTION 1. Venue of real actions. — Actions affecting title to or possession of real property, or interest therein, shall be commenced and tried in the proper court which has jurisdiction over the area wherein the real property involved, or a portion thereof, is situated.

Since the petitioners, who were residents of Malolos, Bulacan, filed their complaint in the said RTC, venue was improperly laid; hence, the trial court acted conformably with Section 1(c), Rule 16 of the Rules of Court when it ordered the dismissal of the complaint.

IN LIGHT OF ALL THE FOREGOING, the petition is DENIED for lack of merit. Costs against the petitioners.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

[1] Rollo, p. 46.

[2] Id. at 44.

[3] Id. at 39-43.

[4] Id. at 42.

[5] Id. at 48-56.

[6] Id. at 62-65.

[7] Id. at 73-75.

[8] Id. at 118-122.

[9] Id. at 32-34.

[10] J. Feria & M.C. Noche, Civil Procedure Annotated, Vol. I, 219-220 (2001 ed.)

[11] Rebollido v. Court of Appeals, G.R. No. 81123, 28 February 1989, 170 SCRA 800.

[12] Baker v. Baker, 264 NW 116 (1935).

[13] 1 CJS, Actions § 63, citing Hasbrouck v. Armour, 121 NW 157 and Edward Davis, Inc. v. Adler, 156 N.Y.S. 157; Gartner v. Corwine, 48 NE 945.

[14] Ibid.

[15] Mc Pherson v. Smith, 328 S.W. 2d. 849 (1959).

[16] Ibid.

[17] 1 CJS, Actions § 365, citing U.S. Bankers' Trust Co. v. City of Raton, 66 L.Ed. 642. (1922)

[18] U.S. Bankers' Trust Company v. City of Raton, 66 L.ed. 642 (1922).

[19] Punsalan, Jr. v. Vda. de Lacsamana, G.R. No. L-55729, 28 March 1983, 121 SCRA 331; Tenorio v. Hon. Paño, 230 Phil. 17 (1986).

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.