

ALFONSO BUN RAMOS, ET AL., PLAINTIFFS-APPELLANTS, VS. EMILIANO CONDEZ, ET AL., DEFENDANTS-APPELLEES.

G. R. No. 22072. August 30, 1967

Ponente: ANGELES, J.

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ANGELES, J.:

On appeal from an order dismissing the case for the reason that the cause of action has prescribed.

On 22 May 1963, Alfonso Bun Ramos and his wife filed an action in the Court of First Instance of Sta. Cruz, Laguna, which was docketed as Civil Case No. SC-429, against Emiliano Condez and his wife.

The cause of action is shown by the following allegations:

That on 25 June 1952, the defendants sold to the plaintiffs a parcel of land, with an area of two (2) hectares, situated in the municipality of Mabitac, Laguna, under Tax Declaration No. 552-A, as evidenced by a notarial document, annex A of the complaint; that in the early part of 1956, the plaintiffs "decided to cultivate the parcel of land sold by the herein defendants, but much to plaintiff's surprise, they discovered for the first time that the land sold by the said defendants to the herein plaintiffs, belonged to another person other than the defendants, and consequently, plaintiffs were not able to occupy and cultivate the parcel of land sold by here-in defendants, to the great damage and prejudice of the plaintiffs"; that the plaintiffs had informed the defend-ants of "such situation and requested that the defendants deliver to them the two(2) hectares of land which the said defendants sold to the herein plaintiffs"; "that de-fendant Emiliano Condez upon being informed of the said situation, wrote a letter to plaintiff Alfonso Bun Ramos on or about 10 November 1956, promising to deliver the two hectares of land sold by him to the plaintiffs, a true copy of said letter is hereto attached as annex B of this complaint"; that notwithstanding repeated demands made by the plaintiffs on the defendants to deliver the land, the latter failed and refused to do so. The prayer is: "1. Ordering the defendants to jointly and severally deliver to the plaintiffs the two hectares of land adjoining the parcel of land described in paragraph 2 hereto or the actual market value thereof in the sum of P12,000.00"; and "2. To sentence the defendants to pay attorney's fees equivalent to 25% of P12,000.00, plus expenses of litigation and costs."

The defendants filed a motion to dismiss on two grounds: (1) That the action has prescribed; and (2) That the complaint states no cause of action. On the first ground, the defendants argue that as the deed of sale was executed on 25 June 1952, and the action was filed on 22 May 1963, more than ten years had elapsed since the accrual of the cause of action, hence, the action has prescribed. On the second ground, the contention is anchored on the following: "While the allegations of the complaint speak of a sale of a definite parcel of land, which the defendants allegedly failed to deliver to the plaintiffs, the latter in their prayer ask this Ho-norable Court to order the defendants to jointly and severally deliver to the plaintiffs two hectares of land adjoining the parcel of land, described in paragraph 2 thereof, or the actual market value thereof in the sum of P12,000.00", thereby evincing plaintiffs' - "desire either to rescind the deed of sale or to demand for specific performance of the contract of sale."

In their reply, the plaintiffs contended that, admitting that the cause of action had accrued on 25 June 1952,

however, in view of defendants' written acknowledgment of the validity of the deed of absolute sale and promise to deliver the land which they have sold to the plaintiffs, as expressed in defendants' letter of 10 November 1956, the running of the prescriptive period for the commencement of the action was tolled on that date; and, as an action based upon written contracts prescribes in ten years, hence, the instant action which was filed on 12 May 1963, was commenced within the period of the statute of limitation.

Resolving the motion to dismiss, on 1 July 1963, the lower court dismissed the case reasoning thus:

"The plaintiffs' action is evidently not for reconveyance as stated in the caption of the complaint, but one for relief on the ground of fraud which prescribes in four years from the date of the discovery of the fraud, pursuant to Article 1146, par. (1) of the new Civil Code. Since the complaint was filed only on May 22, 1963, more than four years from November 10, 1956, the defendants' first ground, to the mind of the Court, is well taken.

"In line with the foregoing, which renders unnecessary the consideration of the other ground, the court hereby dismisses the case, with costs against the plaintiffs."

The question, then, is: What is the nature of the cause of action stated in the complaint?

In the opinion of the lower court, the action is "not for reconveyance" of real property "as stated in the caption of the complaint", but one "for relief on the ground of fraud". To the mind of the lower court, the fraud consisted of the act of the defendants in selling a piece of land which did not belong to them. In other words, by means of that tortious act, the defendants received, and the plaintiffs parted with, a valuable consideration, which is the price of the land. Indeed, that was the fraud committed by defendants. But the question is: What, then, is the relief sought by the plaintiffs in the complaint? The order states that the action is "not for reconveyance", without specifying, however, whether it is one for specific performance or rescission of the contract of sale, with damages. Fortunately, the appellees have supplied the answer. In the motion to dismiss, the defendants said: "A perusal of the body of the complaint will instantly reveal that either the plaintiffs desire to rescind the deed of sale or is seeking a specific performance of the contract of sale." Truly, that is the cause of action alleged in the complaint. The defendants' failure and refusal to deliver the land which they have sold to the plaintiffs, is the delict or wrong done by the defendants giving rise to remedial right in favor of the plaintiffs who are now seeking to enforce that right and to obtain redress for the wrong perpetrated by the defendants.

The test of the sufficiency of the facts alleged in the complaint, to constitute a cause of action, is whether or not, admitting the facts alleged, a valid judgment can be rendered thereon. Examining the allegations of the complaint, which are deemed admitted by the defendants for the purpose of the motion to dismiss, We find that the cause of action is for a judicial declaration of plaintiffs' right to the land and recovery of the possession thereof, and failing in this respect, they ask for damages.

It has not escaped our attention upon reading the complaint, that it suffers ambiguity and vagueness in its allegations. Thus, as pointed out by the appellees, while the averments clearly indicate that the cause of action is either for specific performance or rescission of the contract of sale, however, in the first paragraph of the prayer a relief is asked which is not responsive to the allegations in the body of the complaint. Under the circumstances, the remedy of the defendants is to file a motion for a bill of particulars, but not a motion to dismiss. Thus, in the case of *Aba vs. Foster Wheeler Corp.*, L-14785, Nov. 29, 1960, it was held that a complaint must contain ultimate facts constituting plaintiff's cause of action. A complaint would be sufficient if it contains sufficient notice of the cause of action even though the allegations may be vague or indefinite, in which event, the proper recourse would be, not a motion to dismiss, but a motion for a bill of particulars.

Under Article 1144 of the Civil Code (new), an action upon a written contract "x x x must be brought within ten

years from the time the cause of action accrues." There is no denying that, in the instant case, the plaintiffs' cause of action, under the deed of absolute sale, annex A, has accrued on June 25, 1952, but, in view of the defendants' letter, dated November 10, 1956, acknowledging the validity of the deed of absolute sale and promising to comply with their commitments as embodied in the deed of sale that they will deliver the land which they have sold to the plaintiffs, the running of the period of limitation of action was interrupted on that date, November 10, 1956. Considering that the action was filed on May 22, 1963, evidently, the cause of action has not prescribed, because it was filed within the period of limitation of actions (Article 1155, New Civil Code).

Upon the foregoing considerations, the order appealed from is set aside and revoked, and the case is remanded to the lower court for further proceedings. Costs against the defendants.

Concepcion, C.J., Reyes, Dizon, Makalintal, Bengzon, Zaldivar, Sanchez, Castro, and Fernando, JJ., concur.

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