

J.M. TUASON & CO., INC., PETITIONER, VS. HON. GUILLERMO E. TORRES, PRESIDING JUDGE OF THE COURT OF FIRST INSTANCE OF RIZAL, BR. III, MACARIA FULGENCIO, PLACIDO PASCUAL, ET AL., ...*G.R. No. 24717. December 04, 1967*

Ponente: BENGZON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-24717/>**BENGZON, J.:**

Prior to 1953, the Deudors, with their vendees,[1] and the Tuasons were disputing in five cases the ownership and possession of about 50 quiñones of land located in Tatalon, Quezon City. On March 16, 1953, the disputing parties entered into a COMPROMISE AGREEMENT[2] wherein the Deudors and their vendees recognized the ownership of the Tuasons over the lands in question and for a consideration of P1,201,063.00 to be paid in installments, the former agreed to vacate and deliver unto the Tuasons the said 50 quiñones of land.

The Court of First Instance of Rizal, Branch IV, sitting at Quezon City, which was trying the five cases, approved on April 10, 1953 the COMPROMISE AGREEMENT, after explaining fully the terms thereof to all the parties. In the same decision it rendered, the Tuasons were declared as absolute owners of the disputed lands. This decision based on said agreement which recognized the absolute ownership of the Tuasons, became final and executory.

Somehow, later, not all of the 50 quiñones of land were delivered to the Tuasons. At their instance, the trial court on February 28, 1957 gave the Deudors a period of four months within which to clear and deliver peaceful possession of the remaining 30 quiñones of land to the Tuasons. The incident was elevated by the Deudors to the Supreme Court[3] and We sustained the lower court.

Bent on impugning the COMPROMISE AGREEMENT, the Deudors and their vendees on February 16, 1962, filed Civil Case No. 49657 in the Court of First Instance of Manila to annul and rescind the said agreement, alleging fraud on the part of the Tuasons, and to recover from them the 20 quiñones of land already delivered. This was dismissed by the lower court, acting on motion of the Tuasons, for improper venue and lack of cause of action, which dismissal We sustained in the ensuing appeal.[4]

Still undaunted, the Deudors only, filed on March 13, 1964 Civil Case No. 8080 in the Court of First Instance of Pasig[5] against the Tuasons to recover the 20 quiñones of land, annul the certificates of title of the Tuasons, and to nullify and enjoin the execution of the decision of Branch IV of the Court of First Instance of Quezon City,[6] rendered on April 10, 1953.

On January 18, 1965, Branch II of the Court of First Instance of Quezon City presided by Judge Mencias, acting in Civil Cases 3621-3623, held[7] that the land registration proceedings which gave rise to the Tuasons' certificates of title were null and void and, accordingly, declared the Tuasons' title over the 50 quiñones of land null and void also. This is now pending appeal before Us.

In less than a month after the promulgation of the decision immediately above referred to, herein respondents

Fulgencio and the other Deudor vendees instituted on February 11, 1965, Civil Case No. 8559 in the Court of First Instance of Pasig, to be declared owners of the 50 quiñones of land at Tatalon, Quezon City; to annul and enjoin the execution of the decision of Branch IV of the Court of First Instance of Quezon City, rendered on April 10, 1953; to compel the Tuasons to vacate the said 50 quiñones and to render an accounting; and to declare the Tuasons' titles as null and void. The Tuasons moved for dismissal, alleging, inter alia, lack of jurisdiction of the Court of First Instance of Pasig to annul and enjoin the execution of a final decision rendered by a branch of the Court of First Instance of Quezon City. The lower court denied the motion. Preliminary injunctions were issued[8] in favor of several parties who sought to intervene in the proceedings as parties plaintiffs also.

On July 8, 1965, the Tuasons came to Us on a petition for certiorari and prohibition with preliminary and mandatory injunction to prevent the Court of First Instance of Pasig from acting in Civil Case No. 8559. We issued the preliminary injunction prayed for. Subsequently, here-in intervenors were allowed to join in the proceedings.

Petitioner's submission that only Branch IV of the Court of First Instance of Quezon City can annul its own decision is well taken. It is settled that the jurisdiction to annul a judgment of a branch of the Court of First Instance belongs solely to the very same branch which rendered the judgment. Any other branch, even if it be in the same judicial district - like those of the Courts of First Instance of Rizal, sitting at Pasig and at Quezon City, which belong to the 7th Judicial District - that attempts to do so either exceeds its jurisdiction, as We held in *Cabigao v. Del Rosario*, 44 Phil. 182, or acts with grave abuse of discretion amounting to lack of jurisdiction, as We ruled in *P.N.B. v. Javellana*, 92 Phil. 525. In either case, certiorari and prohibition would be proper to prevent the attempting branch of the court from proceeding to nullify a final decision rendered by a co-equal and co-ordinate branch. The two cases cited have only recently been reaffirmed by Us in *Mas v. Dumaraog*, L-16252, Sept. 29, 1964.

Withal, We see no need for Civil Case No. 8559 to pend further before the lower court. Respondents' bases for seeking to nullify the decision of the Court of First Instance of Quezon City are: (1) The compromise agreement on which it was based had already been declared totally rescinded, and (2) the titles of the Tuasons, on which the compromise agreement was based, are null and void. We have already definitely settled, however, in the two cases involving the Tuasons and the Deudors[9] that only the obligation of the Tuasons to make further payments as originally contemplated in the COMPROMISE AGREEMENT had been rescinded; the rest of the said agreement is still valid and binding between the Tuasons, on the one hand, and the Deudors and their vendees - herein respondents - on the other.[10]

As for the alleged nullity of the Tuasons' titles the validity of which should be resolved in the proper court in appropriate proceedings, suffice it to say that the basis of the decision of April 10, 1953 is not really the titles of the Tuasons but the COMPROMISE AGREEMENT wherein the Deudors and herein respondents acknowledged the complete, absolute and indefeasible titles of the Tuasons.

WHEREFORE, finding it meritorious, the petition for certiorari and prohibition is hereby granted. The Court of First Instance of Rizal, sitting at Pasig, is ordered to permanently desist from taking cognizance of, and acting in, its Civil Case No. 8559. The preliminary injunction heretofore issued is made permanent. No costs.

SO ORDERED.

Concepcion, C.J., Reyes, JBL, Dizon, Makalintal, Zaldivar, Sanchez, Ruiz Castro, Angeles, and Fernandez, JJ., concur.

[1] Including herein private respondents.

[2] Rollo, pp. 57-65.

[3] Deudor v. J.M. Tuason & Co., Inc., L-13768, May 30, 1961.

[4] Deudor v. J.M. Tuason & Co., Inc., L-20105, Oct. 31, 1963.

[5] Meaning, Court of First Instance of Rizal, sitting at Pasig.

[6] Meaning, Court of First Instance of Rizal, sitting at Quezon City.

[7] Benin v. Tuason, Civil Case No. 3621, etc., Rollo, pp. 222-242.

[8] See Annexes "I", "J", "J-1", "J-2", and "J-3" of Peti-tion, Rollo, pp. 135-139.

[9] Supra, notes 3 & 4.

[10] The COMPROMISE AGREEMENT was not a sale. The Tuasons had the title to the 50 quiñones of land but the Deudors were the ones in actual possession. The consideration of P1,201,063 was only for the Deudors to amicably surrender their possession. Since the Deudors failed to effect complete delivery of the disputed lands with-in the period fixed by the court, the Tuasons were held relieved of their reciprocal obligation to make further payments of the agreed consideration.

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