

**CATALINO SEVILLA ET AL., PLAINTIFFS AND APPELLANTS, VS.
GAUDENCIO TOLENTINO, DEFENDANT AND APPELLEE.***G.R. No. 26786. December 31, 1927*

Ponente: AVANCEÑA, C.J.

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This action was originally brought in the justice of the peace court. Adjudged on its merits, it was appealed to the Court of First Instance, where the complaint and answer presented in the court of justice of the peace were reproduced. Before the hearing in the Court of First Instance, the defendant prayed for the dismissal of the action, alleging that the justice of the peace court lacked original jurisdiction to try the cause, and therefore the Court of First Instance likewise lacked appellate jurisdiction. This petition was denied. Evidence was then introduced and the court, instead of rendering judgment on the merits, found that the justice of the peace court had no jurisdiction to try the case, and quashed its judgment, at the same time holding itself without jurisdiction to decide the case on appeal, reserving to the parties, nevertheless, the right to bring their respective actions in the proper manner and form. Plaintiffs appealed from this judgment.

The only question in this appeal is whether or not, according to the allegations of the parties, the justice of the peace court which originally tried the case, had jurisdiction to decide it on its merits.

The complaint alleges in substance: That on June 15, 1921, the defendant leased the two parcels of land described in the complaint from the plaintiffs, for a period of two years from the execution of the instrument until the month of May, 1923, at an annual rental of P2,200; that the defendant has not paid the agreed rent due for two years, notwithstanding the plaintiffs' demands; that after this contract of lease expired, they repeatedly demanded from the defendant the return of the leased property, which he refused and still refuse to do, up to the present time. The contract of lease is copied in the complaint.

The defendant in his answer, besides denying generally and specifically each and every one of the facts set forth in the complaint, alleges by way of special defense that the Court of First Instance lacked jurisdiction to try the case; that the supposed contract "of lease referred to in the complaint, as well as the supposed sale with a right to re-purchase, out of which the contract of lease arose, are false and simulated, and that in reality, there was neither a contract of sale with the right to repurchase, nor a contract of lease, but a simple mortgage obligation. In this answer the genuineness and due execution of the contract of lease copied in the complaint is not specifically denied under oath.

According to section 80 of the Code of Civil Procedure, "Anyone deprived of the possession of any land or building by force, intimidation, threat, strategy, or stealth, and any landlord, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or determination of the right to hold possession, by virtue of any contract, * * * shall at any time within one year after such unlawful deprivation or withholding of possession be entitled, as against the person or persons unlawfully withholding or depriving of possession, or against any person or persons claiming under them, to restitution of the

land, building, and premises possession of which is unlawfully withheld, * * * This action is within the original and exclusive jurisdiction of the justice of the peace court.

According to section 3 of Act No. 1627, "A justice of the peace shall have no jurisdiction to adjudicate questions of title to real estate or any interest therein, and whenever a case requiring such adjudication is brought before him it shall be his duty, upon discovering the same, to suspend further proceedings therein and certify the cause forthwith to the Court of First Instance."

We should not lose sight of the fact that the action for forcible entry and detainer established by section 80 of the Code of Civil Procedure, which establishes a summary proceeding therefor, is for the purpose of providing an expeditious means of protecting actual possession which is presumed to be lawful, until the contrary is proven, from any disturbance implying a contrary presumption. This is why justice of the peace courts have been given jurisdiction to entertain such action, said courts being more accessible and in a position to afford the promptest remedy through a simple procedure. It may be that the possessor is not the owner and is not entitled to the possession, but, in order to decide this, the law provides remedies other than this summary proceeding, whose sole object is to protect, for the moment, the disturbed actual possession. If this were not so, there could have been no reason for the institution of this summary proceeding, because the ordinary action for the recovery of real property also includes the remedy for the possession. These considerations are applicable to the case of a lessee, who as such, possesses the thing with the consent and in representation of the lessor, when against the latter's will, he continues in possession after the expiration of his right of possession acquired by contract, and this is why the law has extended this remedy against him, considering him as much of an intruder as he who has acquired possession by force, intimidation, threat, strategy, or stealth.

If these are the purposes of the summary proceeding of forcible entry and detainer, the legal provision (sec. 3, Act No. 1627), which makes an exception of the case involving the question of ownership, must be strictly interpreted, and this exception is to be applied only to such cases as involve the question of ownership so necessarily that it would be impossible to decide the question of mere possession without first settling that of ownership. It is plain that it is not to be applied simply because the defendant raises the question of ownership, so long as such a question is not necessarily involved, since it can be said that the defendant can always do so. The relief has been provided in favor of the possessor and not of the intruder. It is the possessor who should be allowed to decide whether or not he is to avail himself of such relief, and once he has decided to do so, the intruder should not be left with an instrument in his power by means of which he can thwart it, nor should the efficacy of the relief granted precisely against him be made to depend upon his will. The decision of this court in the case of *Mediran vs. Villanueva* (37 Phil., 752), abounds in weighty considerations to this effect.

In the instant case, the action is based on the fact that defendant, having leased the parcels of land in question and his right to their possession by virtue of such lease having expired, refuses to return them, notwithstanding having been required to do so. These allegations are sufficient to constitute a cause of action in accordance with section 80 of the Code of Civil Procedure. The fact of the lease and the expiration of its term are the only elements of this action. The question of ownership is a foreign matter here. The plaintiff need not prove his ownership and the defendant cannot deny it. (Sec. 333, Code of Civil Procedure.) If the defendant denies plaintiff's ownership as he does, he raises a question unessential to this action. He may deny the lease or the expiration of its term since these constitute the whole basis of the action, and nothing more. But the defendant has impliedly admitted having executed this contract, by failing to deny specifically in his answer the genuineness and due execution of the document copied in the complaint. He may allege, as he does, that this contract is fictitious, but this does not change the nature of the action. And the question of whether another contract of sale with the right to repurchase on the same lands alleged to have been entered into with the plaintiff is also fictitious, or was not executed at all,

is not involved and need not be decided in this action. The only question submitted by the plaintiffs is that the defendant entered into a contract of lease with them and that the term of such contract has expired, which is the only thing they needed to allege in order to have a cause of action.

The judgment appealed from makes mention of several cases decided by this court to the effect that the justice of the peace courts lack jurisdiction to try a case of forcible entry and detainer, when the answer raises questions affecting the ownership of the land which is the object of the possession. We have examined these decisions and find differences between the cases decided in them and that which is the subject matter of our present consideration. In the cases of *Falcon and Falcon vs. Barretto* (26 Phil., 72) and *Tiempo vs. Viuda e Hijos de Reyes* (27 Phil., 33), the plaintiff's action derived directly from the fact that he was the owner of the land, having acquired it by a purchase with the right of redemption, and as said right was not made use of within the term agreed upon, the action for the recovery of the possession was filed, for the vendors had continued in the possession after their right had been extinguished. In the present case the action is based on a contract of lease.

The case most similar to the present one is that of *Mendoza vs. Arellano and B. de Arellano* (36 Phil., 59), wherein the action is also based upon a contract of lease, yet, we find material differences between them. In that case the plaintiff-appellant instituted a summary proceeding in the justice of the peace court of Manila for the recovery of the possession of certain property and the rents for the use and occupation thereof, alleging that the defendant was in its possession by virtue of a contract of lease which he had entered into with the plaintiff, that the term of the lease had expired, and that the defendant had not paid and had refused to pay the rents, stipulated due for several months prior to the expiration of the lease. The defendant answered alleging himself to be the owner of the land in question, that the contract of lease which it was being sought to enforce was simulated and fictitious and was a part of a contract of sale with the right to repurchase, likewise simulated and fictitious, which had been executed as a subterfuge to cover the real character of the contract really executed, and which, defendant alleges, was in truth and in fact, a contract of mortgage by virtue of which the property had been conveyed to the plaintiff as security for the reimbursement of a loan. As may be noted, in that case the contracts of lease and of sale with the right of repurchase were entered into at the same time and by means of the same instrument. Having alleged then that the instrument was fictitious and simulated, any finding that may have been made with respect to this condition of the document, even if it had been restricted to the contract of lease, would affect the contract of sale with the right of repurchase which appeared therein. Such is not the present case, in which the contract of lease signed by the defendant has no connection with any other contract, nor does it make mention of any.

The judgment appealed from is reversed and it is held that the action instituted in this case comes within the original jurisdiction of the justice of the peace court, and that the Court of First Instance is likewise with jurisdiction to decide it on appeal. It is ordered that the record be remanded to the Court of First Instance of Nueva Ecija with the injunction to decide the case on its merits. Without special pronouncement as to costs. So ordered.

Johnson, Street, Malcolm, Villamor, Ostrand, Johns, Romualdez, and Villa-Reed, JJ., concur.

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