

**SPOUSES EUSEBIO ABRIN AND JULIANA ABRIN, PETITIONERS, VS.
HON. VICENTE R. CAMPOS, AND SPOUSES GONZALO GUEVARRA AND
CLARA LONTOK-GUEVARRA, RESPONDENTS.***G.R. No. 52740, November 12, 1991*

Ponente: BIDIN, J.

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This is a petition for review on certiorari seeking to reverse and set aside the order dated January 3, 1979 of the then Court of First Instance of Nueva Vizcaya, Branch III, First Judicial District, Bayombong which dismissed petitioner's complaint for Reconveyance (Civil Case No. 2547) on the ground of lack of jurisdiction.

The land subject matter of the controversy is a four and one-half (4½) hectares farmland located in Bone South, Aristao, Nueva Vizcaya.

On April 24, 1978, spouses Eusebio Abrin and Juliana Agni (Abrin, for brevity) filed an action for reconveyance with damages against the spouses Gonzalo Guevarra, Sr. and Clara Lontok (Guevarra, for short). The case was docketed as Civil Case No. 2547 assigned to Branch III of the then CFI of Nueva Vizcaya, Bayombong. In their complaint, petitioners alleged, among others, that they are the owners of the land subject matter of the controversy; that in connection with CAR Case No. 205-NV 66 entitled "Eusebio Abrin v. Telesforo Ellorencio", they hired the services of defendant Guevarras' son, who is a lawyer, to recover the aforesaid land from Telesforo Ellorencio and Angel Opinia; that in connection with the said case, they needed the sum of P10,000.00 and incurred expenses totalling P21,200.00 which amount was advanced by the Guevarra spouses; that because of the amount advanced by the Guevarras, a contract denominated as "Farm Partnership with Promise to Reconvey" (Annex "A" to the complaint) was executed by the parties, providing, among others, that the Abrins shall personally till and cultivate the land in question which was also used as security for the payment of the money advanced by the Guevarras with the understanding that the Abrins can redeem the land and that a portion of the harvest and/or other crops produced in the land shall be applied as part of the redemption price; that the document Annex "A" was written in the English language and prepared by the son of the Guevarras who is a lawyer; that the signatures of the Abrin spouses on the document were fraudulently obtained because they are ignorant and could hardly read or write and Notary Public Rufo Paras did not translate and explain its contents to the Abrin spouses so that they entered into a voidable contract with unconscionable provisions; that in an effort to redeem the land, the Abrin spouses paid the amount of P4,140.00 in cash and delivered to the Guevarras for the crop years 1970 to 1977 a total of 966 cavans of palay valued at P19,320.00, thereby paying the sum of P23,460.00 which is more than the amount of the redemption price stipulated in Annex "A"; that despite repeated demands by the Abrin spouses for the execution of the deed of reconveyance, the -Guevarra spouses who secured TCT No. 31747 over the subject parcel of land in their names, refused to execute the said document. By way of relief, the Abrin spouses prayed, among others, that the Guevarra spouses be ordered to execute the deed of reconveyance and to pay to the former exemplary and moral damages in the sum of P5,000.00, plus costs.

In their answer dated May 15, 1978, the Guevarra spouses, controverted the complaint and maintained, inter alia, that they bought the land in question from the Abrin spouses for a total consideration of P21,200.00; that after the sale was consummated, they constituted the Abrin spouses as tenants so they freely and voluntarily executed the document Annex "A" to the complaint which set forth the conditions governing their landlord-tenant relationship; that they received 45 cavans of palay in 1975 and 88 cavans of palay in 1976-77 as their share in the produce of the land, they being the landowner and not as part of the redemption price; that the dispute arising from the tenant-landlord relationship between the parties is not within the jurisdiction of the regular court; that the Abrin spouses have no sufficient cause of action against the Guevarra spouses and assuming that they have a cause of action, the same had prescribed or barred by estoppel or laches. As counterclaim, the Guevarra spouses pray for the value of the fruits of the land starting from 1977 to the present, payment of attorney's fees of P5,000.00, moral and exemplary damages, plus costs.

On July 11, 1978, the Guevarra spouses filed a motion to dismiss on the ground of lack of jurisdiction as the issues allegedly raised in the complaint is within the jurisdiction of the Court of Agrarian Relations.

Despite the opposition filed by the Abrin spouses, the trial court in its order dated January 23, 1979, dismissed the case without prejudice. The motion for reconsideration of the Abrin spouses was likewise denied in the trial court's order dated February 22, 1979. Hence, the instant petition.

The only issue for resolution is whether or not the trial court committed a grave abuse of discretion when it ordered the dismissal of the complaint in Civil Case No. 2547 for lack of jurisdiction.

Well-settled is the rule that what determines the nature of the action, as well as the Court which has jurisdiction over the case, is the allegation made by the plaintiff in his complaint (*Ching v. Malaya*, 153 SCRA 412; *Ganadin v. Ramos*, 99 SCRA 613; *Republic v. Sebastian*, 72 SCRA 227; *Magay v. Estandian*, 69 SCRA 456; *Time, Inc. v. Reyes*, 39 SCRA 303). To resolve the issue of jurisdiction, the Court must interpret and apply the law on jurisdiction vis-a-vis the averments of the complaint (*Malayan Integrated Industries Corporation v. Judge Mendoza*, 154 SCRA 548 [1987]). The defenses asserted in the answer or motion to dismiss are not to be considered in resolving the issue of jurisdiction, otherwise the question of jurisdiction could depend entirely upon the defendant (*Magay v. Estandian*, 69 SCRA 456 [1976]).

A perusal of the allegations in the complaint which, for purposes of resolving the motion to dismiss must be hypothetically admitted (*De Dios v. Bristol Laboratories, Inc.*, L-25530, January 29, 1974, 55 SCRA 349), will show that the Abrin spouses are seeking the reconveyance of the land in dispute on the theory that it was encumbered only as security for the amount advanced by the Guevarras in connection with the prosecution of the action to recover its possession and that they have the right to redeem the land in accordance with paragraph 11(8) of the document denominated as "Farm Partnership with Promise to Reconvey," and the Abrin spouses have already paid the redemption price. Otherwise stated, the complaint is an action for reconveyance of a parcel of land which had been fraudulently titled in the name of defendants. Such averments, the truth of which is hypothetically admitted for the purpose of resolving the motion to dismiss filed by the Guevarra spouses, certainly falls within the jurisdiction of the then Court of First Instance pursuant to Section 44(b) of the Judiciary Act of 1940 as it is an action which involves the title to or possession of the property subject matter of the controversy. The defense interposed by the Guevarra spouses to the effect that the Abrin spouses are their tenants and the dispute is within the jurisdiction of the then Court of Agrarian Relations should have been disregarded by the trial court. Said defense of tenancy could be properly considered only if the trial court conducted a preliminary hearing on the issue of jurisdiction raised in the answer and reiterated in the motion to dismiss or after the trial on the merits.

While it is true that Annex "A" was incorporated as an in-tegral part of the complaint and should be considered in the determination of the issue of jurisdiction, a preliminary consi-deration thereof in its entirety will reveal that although the Abrin spouses were considered as "tenants" in paragraph 11(1) of the so-called document denominated as "Farm Partnership with Promise to Reconvey", however, they can exercise the right of redemption within ten (10) years from July 2, 1970 pursuant to paragraph 11(8) of the said agreement. The exercise of the right of redemption is not a right emanating from a tenancy contract but a right granted to the Abrin spouses who are the previous re-gistered owners of the land in dispute.

At any rate, with the abolition of the Court of Agrarian Relations pursuant to Section 44 of Batas Pambansa Blg. 129 dated August 10, 1981, and fully implemented on February 14, 1983 (Enriquez v. Fortuna Mariculture Corporation, 158 SCRA 651 [1988]), even agrarian disputes or those cases* falling within the orig-inal and exclusive jurisdiction of the then Court of Agrarian Re-lations pursuant to Section 12 of Presidential Decree No. 946 are now within the exclusive original jurisdiction of the Regional Trial Court under Section 19(7) of Batas Pambansa Blg. 129 (Locsin v. Valenzuela, 173 SCRA 454 [1989]). However, under Section 23 of Batas Pambansa Blg. 129, Regional Trial Courts which may be designated by the Supreme Court to try agrarian cases are required under Section 24 thereof to apply the special rules of procedure applicable under present laws until such time that said rules are amended by law or by the rules promulgated by the Supreme Court.

WHEREFORE, the Order dated January 3, 1979 dismissing the complaint in Civil Case No. 2547 is hereby Set Aside and the case is Remanded to the Regional Trial Court of Nueva Vizcaya for further proceedings.

SO ORDERED.

Fernan, C.J., (Chairman), Gutierrez, Jr., Davide, Jr., and Romero, JJ., concur.

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- * (a) Cases involving the rights and obligation of persons in cultivation and use of agricultural land x x x;
- (b) Questions involving rights granted and obligations imposed by law, presidential decrees, orders, instructions, rules and regulations issued and promulgations in relation to the agrarian reform program x x x;
- (c) Cases involving the collection of amortization on payment for lands acquired under Presidential Decree No. 27, as amended, x x x. (Sec. 12, PD 946)

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