

EDUARDO VILLANUEVA, PETITIONER, VS. JUDGE LORENZO MOSQUEDA, COURT OF FIRST INSTANCE OF PAMPANGA, SAN FERNANDO BRANCH VII, AND HEIRS OF BASILIO BONIFACIO, RESPONDENTS.

G.R. No. 58287. August 19, 1982

Ponente: AQUINO, J.

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AQUINO, J.:

This case is about the venue of an ejectment suit. In the supplementary lease agreement of August 19, 1970 executed between Basilio Bonifacio as lessor and Eduardo Villanueva as lessee regarding Bonifacio's house located at 329-31 Lakandula Street Extension, Tondo, Manila, it was stipulated that if the lessor violates the contract he can be sued in Manila and if the lessee violates the contract, he can be sued in Masantol, Pampanga. Bonifacio resided at Masantol. Villanueva resided in Tondo (p. 23, Rollo).

In June, 1980, the heirs of Bonifacio filed an ejectment suit against Villanueva in the municipal court of Masantol. Villanueva filed a motion to dismiss on the ground of lack of jurisdiction, his contention being that the venue of the action is Manila where the property is located and that the stipulation that the action can be filed in Masantol is void for being contrary to section 2(a), Rule 4 of the Rules of Court. The municipal court denied the motion. Villanueva answered the complaint.

He also filed a certiorari petition in the Court of First Instance of Pampanga wherein he assailed the municipal court's order denying his motion to dismiss. The Court of First Instance dismissed the petition. It ruled that the venue was properly laid in Masantol pursuant to the agreement of the parties who had validly waived the legal venue (*Central Azucarera de Tarlac vs. De Leon and Fernandez*, 56 Phil. 169).

Villanueva in his instant petition for certiorari assails that decision of the Court of First Instance.

We hold that the petition has no merit. It is incontrovertible that the municipal court of Masantol, like other inferior courts, has exclusive original jurisdiction to entertain ejectment suits.

The rule in section 1(a), Rule 4 of the Rules of Court that "forcible entry and detainer actions regarding real property shall be brought in the municipality or city in which the subject matter thereof is situated" does not refer to the jurisdiction over the subject matter but only to the place where the ejectment suit may be brought.

Section 3 of Rule 4 provides that "by written agreement of the parties the venue of an action may be changed or transferred from one province to another". In this case, such an agreement was formalized between the lessor and the lessee. The agreement is valid, binding and enforceable (*Hoechst Philippines, Inc. vs. Torres*, L-44351, May 18, 1978, 83 SCRA 297; *Bautista vs. De Borja*, 124 Phil. 1056).

This case should be distinguished from a case where the parties stipulated that actions on a construction contract may be instituted in the Court of First Instance at Naga City and the Contractor, a resident of Bacolor, Pampanga,

instead of suing the other party in that court, sued him in the Court of First Instance of Pampanga.

It was held that the suit was properly filed in Pampanga because the agreement of the parties on the venue of the actions between them was "simply permissive". They did not waive their right to choose the venue provided for in section 2(b), Rule 4 of the Rules of Court (Capati vs. Ocampo, L-28742, April 30, 1982).

WHEREFORE, the petition is dismissed. The lower court's decision is affirmed. Costs against the petitioner.

SO ORDERED.

Barredo, (Chairman), Concepcion, Jr., Guerrero, Abad Santos, De Castro, and Escolin, JJ., concur.

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