

ATTY. VENUSTIANO T. TAVORA, PETITIONER, VS. HON. ROSARIO R. VELOSO, IN HER CAPACITY AS THE PRESIDING JUDGE OF BRANCH III OF THE CITY COURT OF MANILA, AND JULIETA CAPATI, RESPOND...

G.R. No. 60367. September 30, 1982

Ponente: PLANA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-60367/>

PLANA, J.:

Venustiano T. Tavora, a resident of Marikina, Metro Manila, owns an apartment in Quiapo, Manila which he has leased to Julieta Capati, a resident of Quiapo. On account of alleged violations of the lease agreement by the lessee (unauthorized subleasing and failure to pay rent), the lessor filed on January 12, 1981 an ejectment suit (Civil Case No. 060828) in the City Court of Manila. The defendant filed a motion to dismiss on the sole ground of lack of jurisdiction for failure of the plaintiff to bring the dispute first to the barangay court for possible amicable settlement under PD 1508. Parenthetically, there is no question that there has been no attempt to amicably settle the dispute between Tavora and Capati at the barangay level.

After denying the motion to dismiss as well as a subsequent motion for reconsideration, the municipal court reversed itself and dismissed the ejectment case.

Alleging grave abuse of discretion amounting to lack of jurisdiction, petitioner Tavora has come to this Court on certiorari and mandamus praying that the order of dismissal be set aside and that respondent judge be ordered to hear and decide the case.

The sole issue raised is one of law: Under the given facts, is the respondent judge barred from taking cognizance of the ejectment case pursuant to Sec. 6 of PD 1508 establishing a system of amicably settling disputes at the barangay level? The section reads:

"SECTION 6. Conciliation, precondition to filing of complaint. - No complaint, petition, action or proceeding involving any matter within the authority of the Lupon as provided in Section 2 hereof shall be filed or instituted in court or any other government office for adjudication unless there has been a confrontation of the parties before the Lupon Chairman or the Pangkat and no conciliation or settlement has been reached as certified by the Lupon Secretary or the Pangkat Secretary, attested by the Lupon or Pangkat Chairman, or unless the settlement has been repudiated. x x x " (Emphasis supplied.)

For the above provision to be operative, the controversy must be within the jurisdiction of the Lupon Tagapayapa (Lupon or Barangay court). On this point, the relevant provisions of PD 1508 are:

"SECTION 2. Subject matters for amicable settlement. - The Lupon of each barangay shall have authority to bring together the parties actually residing in the same city or municipality for amicable settlement of all disputes except:

(1) Where one party is the government, or any subdivision or instrumentality thereof;

- (2) Where one party is a public officer or employee, and the dispute relates to the performance of his official functions;
- (3) Offenses punishable by imprisonment exceeding 30 days, or a fine exceeding P200.00;
- (4) Offenses where there is no private offended party;
- (5) Such other classes of disputes which the Prime Minister may in the interest of justice determine, upon recommendation of the Minister of Justice and the Minister of Local Government.

"SECTION 3. Venue. - Disputes between or among persons actually residing in the same barangay shall be brought for amicable settlement before the Lupon of said barangay. Those involving actual residents of different barangays within the same city or municipality shall be brought in the barangay where the respondent or any of the respondents actually resides, at the election of the complainant. However, all disputes which involve real property or any interest therein shall be brought in the barangay where the real property or any part thereof is situated.

"The Lupon shall have no authority over disputes:

- (1) involving parties who actually reside in barangays of different cities or municipalities, except where such barangays adjoin each other; and
- (2) involving real property located in different municipalities." (Emphases supplied.)

The foregoing provisions are quite clear. Section 2 specifies the conditions under which the Lupon of a barangay "shall have authority" to bring together the disputants for amicable settlement of their dispute: The parties must be "actually residing in the same city or municipality." At the same time, Section 3 - while reiterating that the disputants must be "actually residing in the same barangay" or in "different barangays within the same city or municipality - unequivocally declares that the Lupon shall have "no authority" over disputes "involving parties who actually reside in barangays of different cities or municipalities," except where such barangays adjoin each other.

Thus, by express statutory inclusion and exclusion, the Lupon shall have no jurisdiction over disputes where the parties are not actual residents of the same city or municipality, except where the barangays in which they actually reside adjoin each other.

It is true that immediately after specifying the barangay whose Lupon shall take cognizance of a given dispute, Sec. 3 of PD 1508 adds:

"However, all disputes which involve real property or any interest therein shall be brought in the barangay where the real property or any part thereof is situated."

Actually, however, this added sentence is just an ordinary proviso and should operate as such.

The operation of a proviso, as a rule, should be limited to its normal function, which is to restrict or vary the operation of the principal clause, rather than expand its scope, in the absence of a clear indication to the contrary.

"The natural and appropriate office of a proviso is . . . to except something from the enacting clause; to limit, restrict, or qualify the statute in whole or in part; or to exclude from the scope of the statute that which otherwise would be within its terms." (73 Am Jur 2d 467.)

Therefore, the quoted proviso should simply be deemed to restrict or vary the rule on venue prescribed in the principal clauses of the first paragraph of Section 3, thus: Although venue is generally determined by the residence of the parties, disputes involving real property shall be brought in the barangay where the real property

or any part thereof is situated, notwithstanding that the parties reside elsewhere within the same city/municipality.

In the instant case, the plaintiff in the ejectment case (petitioner herein) is a resident of Marikina, while the defendant (private respondent) is a resident of Quiapo. No Lupon therefore is authorized to take cognizance of their dispute.

Finding the petition to be meritorious, the dismissal of Civil Case No. 060828 (ejectment) by the respondent Judge being predicated upon a misconstruction of PD 1508, the same should be granted. (Co Tiamco vs. Diaz, 75 Phil. 672.)

Accordingly, the assailed order of dismissal dated February 22, 1982 as well as the order dated March 23, 1982 denying reconsideration thereof, are hereby set aside; and the respondent Judge is directed to hear and decide the aforesaid ejectment case on its merits. Costs against private respondents.

SO ORDERED.

Fernando, C.J., Teehankee, Barredo, Makasiar, Aquino, Concepcion, Jr., Guerrero, Abad Santos, De Castro, Melencio-Herrera, Escolin, Vasquez, and Gutierrez, JJ., concur.

Relova, J., no part.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.