

**SPOUSES MARCIANO IPAPO AND BENITA SORIANO IPAPO,
PETITIONERS, VS. THE INTERMEDIATE APPELLATE COURT AND
CLAUDIA P. SUAREZ, RESPONDENTS.**

G.R. No. 72740. January 27, 1987

Ponente: ALAMPAY, J.

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ALAMPAY, J.:

Subject of the petition in this case is the decision, dated September 11, 1985, of the then Intermediate Appellate Court, in AC-G.R. No. 08296, entitled Claudia P. Suarez, versus Hon. Felipe Villajuan, Jr., et al. Petitioners seek from this Court, by way of Certiorari, the review, annulment and setting aside of:

- (a) The decision of said Intermediate Appellate Court in the aforementioned case, remanding the subject ejectment case to the Municipal Trial Court of Meycauayan, Bulacan, for reopening of trial and introduction of additional evidence by both parties; and
- (b) The resolution dated October 10, 1985, denying petitioners' motion for reconsideration for having been allegedly filed out of time and for lack of merit.

In this Court's resolution of January 29, 1986, the aforestated petition was given due course and the parties were required to file their respective Memoranda.

There is no dispute as to the factual and procedural antecedents which led to the institution of this case. From the records, it appears that on September 1, 1975, the petitioners herein leased their property with an area of 3,303 square meters, located at Libtong, Meycauayan, Bulacan to the private respondent Claudia P. Suarez and her late husband for a monthly rental of P150.00; that private respondent faithfully paid the rentals for the first two years, that is from September, 1975 to September, 1977, but thereafter, private respondent desisted from continuing such payments; that on January 19, 1982, petitioners sent a letter of demand to private respondent pressing for the payment of the rentals in arrears and also the surrender to the lessors of the said property; that private respondent refused to comply with petitioners' demands.

Consequently, petitioners-lessors filed an ejectment case in the Municipal Trial Court of Meycauayan, Bulacan against the private respondent on account of the alleged non-payment of rentals by the latter. Answering the complaint, private respondent alleged that her non-payment of rentals is justified because petitioners refused to execute a contract of lease which would include therein and grant to the lessee an option to buy the leased property to be exercised by the respondent within five (5) years from the inception of said lease. Petitioners, however, deny having agreed to or granted such alleged option to buy to private respondent. In fact, petitioners aver that their understanding was that private respondents would vacate the premises in case petitioners would need the leased premises.

During the ejectment proceedings in the Municipal Trial Court, the children of the defendant Claudia Vda. de Suarez were made defendants-intervenors in the case. It is, however, significant to note that after judgment was

rendered by the Regional Trial Court affirming the decision of the Municipal Trial Court, the defendants-intervenors no longer joined the defendant Claudia Suarez in the latter's petition for review filed with the Intermediate Appellate Court in AC-G.R. SP No. 05296.

On September 27, 1985, petitioners filed with the Intermediate Appellate Court a motion praying therein for an extension of twenty (20) days time from October 1, 1985, within which to file a Motion for Reconsideration and on October 14, 1985, filed their Motion for Reconsideration without awaiting the resolution of their motion for extension.

On October 12, 1985, petitioners' counsel received a copy of the resolution of the respondent court, dated October 10, 1985, denying petitioners' motion for extension of time based on the earlier pronouncements of this Court in the case of *Habaluyas Enterprises vs. Japson*, L-70895, August 8, 1985. On October 23, 1985, petitioners filed a "Motion for Reconsideration of the Denial of the Motion for Extension of Time to File Motion for Reconsideration". On November 4, 1985, petitioners' counsel received respondent court's October 25, 1985 order, denying petitioners' Motion for Reconsideration for having been filed out of time and for lack of merit.

The issues raised by petitioners in the instant case pertain to the respondent appellate court's denial of petitioners' motion for reconsideration on the ground that it was filed out of time and its decision remanding the case to the lower court for further proceedings.

The initial ruling of this Court in the mentioned case of *Habaluyas vs. Japson*, G.R. No. L-70895, dated August 5, 1985 (138 SCRA 46), which was relied upon by the Intermediate Appellate Court has, however, now been clarified and/or modified by our subsequent resolution in the very same *Habaluyas* case. In a clarificatory resolution, dated May 30, 1986, this Court decreed in the same aforesaid case (142 SCRA 208), that no motion for extension of time to file a motion for new trial or reconsideration may be filed in the Metropolitan and Municipal Courts, Regional Trial Courts, and Intermediate Appellate Court, except in cases pending in the Supreme Court, and that this rule would be strictly enforced only after one month from May 30, 1986, or effective June 30, 1986. This Court stated that, "the interest of justice would be better served if the ruling in the original decision were applied prospectively from the time herein stated. The reason is that it would be unfair to deprive parties of their right to appeal simply because they availed themselves of a procedure which was not expressly prohibited or allowed by the law or the rules." (*Habaluyas Enterprises, Inc. vs. Judge Japson*, Resolution, May 30, 1986, *Ibid*, pp. 211-212).

As the herein petitioner's motion for extension of time to file their motion for reconsideration was filed on September 27, 1985, to sustain the denial thereof made by respondent Intermediate Appellate Court, will not be proper. There should be no drastic application of a judicial ruling which had not yet become final and even later clarified and modified.

The remaining issue in the instant case is centered on the respondent appellate court's decision remanding the case to the trial court for introduction of evidence by both parties regarding the alleged verbal option to buy the leased property which private respondent claims was granted to her by the petitioners-lessors. This issue arose because of the continuous objections of petitioners to the introduction by the private respondent of parol evidence intended to establish the alleged option to purchase the leased property. Petitioners base their opposition on the ground that admission of parol evidence to prove such option is not allowed by the Statute of Frauds. The municipal trial court, in Civil Case No. 997 for ejectment, sustained the petitioners and ruled that the alleged agreement to purchase could not be utilized as a ground to resist the suit filed against the private respondent herein who was the principal defendant in the aforesaid case. The trial court stressed the absence of any written agreement, note or memorandum to support the alleged agreement to buy. The trial court further considered the fact that the Court of

First Instance of Bulacan, Branch III, in Civil Case No. 1693-V-32, where the same issue was previously raised in an action for specific performance involving the same parties and the same subject matter, in its Order dated July 4, 1983, already resolved this issue in favor of the petitioners herein. The portion of the decision of the Court of First Instance of Civil Case No. 1693-V-32, which was quoted by the Municipal Trial Court, reads as follows:

"Defendants further raised the defense of non-compliance with the Statute of Frauds. The point is well taken. To compel defendants to execute in plaintiffs favor a deed of sale over real property admittedly on the basis of an oral contract cannot be judicially enforced. An agreement for the sale of real property or of an interest therein must be evidenced by some kind of writing or memorandum (Art. 1403 (2-e), Civil Code). Absent the requisite note or memorandum, the claim on which this action is founded is unenforceable under the Statute of Frauds (Yuvienco, et al vs. Hon. A. Dacuycuy, L-55048, May 27, 1981)". (Rollo, p. 57)

Regarding the claim of partial performance which private respondent herein argues take the case out of the coverage of the Statute of Frauds, the trial court in its decision ruled that "... the construction of the buildings was made by virtue of the oral lease agreement and not as partial execution on the alleged option to buy. Said construction was made after the plaintiffs (petitioners herein) offer to lease to the defendant and her deceased spouse, if they are interested in engaging in poultry and piggery business. Defendant thereafter merely asked plaintiffs for a contract, the latter have at that point in time, not agreed to give defendant any option to buy. (p. 5, TSN, October 17, 1983)." [Rollo, pp. 57-58; parenthesis supplied].

It would thus seem that even assuming that private respondent had verbally asked for an option to buy, nevertheless, petitioners-lessors had not signified their agreement to the same and there is no evidence in writing that such option or privilege was ever granted to the private respondent herein.

Regardless of the issue of whether private respondent is entitled to prove an alleged option to buy, it is evident from the manifestations of herein petitioners that the private respondent ceased paying the rentals after September 1977, but still continue to be in possession of the premises. Such non-payment provides sufficient cause for the ejectment of the lessee. Private respondent herein cannot be justified in unilaterally withholding payment of the rentals due. If she was acting in good faith, she should have tendered payment of the rentals accrued and accruing and if such are refused by petitioners, private respondent should have made a consignment thereof or at least deposited the rentals due during the pendency of the ejectment case, with notice to petitioners. But what appears is that private respondent instituted an unsuccessful case for specific performance, which was Civil Case No. 1693-V-32, to compel petitioners to execute in private respondent's favor a deed of sale over the same real property involved in the instant case (Rollo, p. 57), and yet refused to pay the rentals for the property occupied by her for the poultry business.

The respondent appellate court gravely erred and abused its discretion by directing the remand to the trial court of the ejectment case for further reception of additional evidence on an issue which apparently has already been foreclosed in the aforementioned related Civil Case No. 1693-V-82.

The remand of the instant ejectment case is, in the considered view of the court, not proper nor justified. Ejectment cases should be expeditiously resolved and terminated. Since the commencement of this case in 1982, many years have already elapsed. The municipal trial court and the regional trial court which acted on the case all ruled in favor of the lessors-petitioners. There is lack of any legal basis justifying the remand of the case to the municipal trial court for further proceedings in order to resolve anew an issue which, as indicated, was already ruled upon in favor of the petitioners in a previous civil case before the Court of First Instance of Bulacan.

To remand the case therefore, to the Meycauayan Municipal Court for further proceedings will undoubtedly be only a waste of effort and time and to the continuing prejudice of the petitioners. It will only prolong the already

unjustified stay of the private respondent and provide her an unwarranted excuse to remain in the leased premises, notwithstanding her non-payment of the corresponding rentals for the past several years. This Court should not countenance and allow such an unjust and unfair situation to continue.

WHEREFORE, the petition is granted. The decision of the then Intermediate Appellate Court is hereby REVERSED and SET ASIDE. The decision of the Regional Trial Court, Branch XIV, Malolos, Bulacan, in Civil Case No. 997, affirming the decision of the Municipal Trial Court, but with modification, as to the award for attorney's fees, is reinstated and made the judgment in this case. Costs against the private respondent, Claudia P. Suarez. This decision is immediately executory.

SO ORDERED.

Fernan, (Chairman), Gutierrez, Jr., Paras, Padilla, and Bidin, JJ., concur.

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