

**ILUMINADA N. VILLEGAS, PETITIONER, VS. THE COURT OF APPEALS
& RUFO QUEMUEL, RESPONDENTS.***G.R. No. 76880. December 20, 1988*

Ponente: PARAS, J.

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Before Us is a Petition to Review by Certiorari the decision[1] of the respondent Court of Appeals in CA-G.R. SP No. 09840 entitled "Rufo Quemuel v. Honorable Rosalio A. de Leon and Iuminada Villegas" dismissing the ejectment case and setting aside the judgment of the Regional Trial Court (RTC), Branch II in Civil Case No. 86-35993 and that of the Metropolitan Trial Court (MTC) of Manila, Branch XXIX in Civil Case No. 069239-CV an action for unlawful detainer involving a two-storey house at No. 2645 Enrique St., Singalong, Manila.

The subject property is allocated by petitioner Iuminada Villegas, (the only child of plaintiff Senedela Nazareth and the late Felino Nazareth, the registered owner of said property) to her son Ramon Villegas as his residence. Private respondent Rufo Quemuel (defendant therein) is a lessee of said property, allegedly since 1969 of the second floor of the house for a present monthly rental of P160.00 and in 1974, a lessee of the ground floor for a monthly rental of P200.00.

The records show that Civil Case No. 020179 for Unlawful Detainer was instituted by Senedela Nazareth (now deceased) against the lessee Quemuel on January 24, 1977 when the latter refused to pay the increase in rent or to vacate the premises. On February 26, 1980, said case was dismissed upon motion of the aforesaid plaintiff.

After the dismissal and after the receipt from lessor of a letter of demand dated April 7, 1980, lessee Quemuel entered into an agreement dated September 16, 1980 with Senedela Nazareth and Iuminada Villegas, which provided among others the condonation of all unpaid rentals from December, 1976 up to January 15, 1981, if Quemuel leaves voluntarily and surrenders peacefully the leased premises on or before January 15, 1981 without need of further demand. In the event of failure of herein private respondent Quemuel to surrender peacefully the leased premises he will pay damages in the amount of P20,000.00 and in addition, he pays all the back rentals from December 1, 1976 to January 15, 1981 and all rentals thereafter.

In his letter dated January 12, 1981, Quemuel requested from Ramon Villegas an extension of three (3) months or up to April 16, 1981 within which to comply with the agreement, which request was granted.

In a letter dated August 1, 1981 of Iuminada Villegas and Senedela Nazareth to Rufo Quemuel, demand to comply with the terms of the agreement was made after the latter (Rufo Quemuel) failed to comply despite the extension given. In their second letter dated August 17, 1981 the same demands were made. The last of such demand letters was allegedly made on October 2, 1981, asking for the refund of P6,000.00 and demanding that Quemuel vacate the premises and pay the back rentals up to September, 1981 in the sum of P21,750.00.

Before any action was filed in court, the dispute was brought before the Barangay Office which issued a Certificate to File Action as no settlement could be reached between the parties.

On August 17, 1981, a complaint for Unlawful Detainer and Damages was filed by Iluminada Villegas and Senedela Nazareth in the Court of First Instance of Manila (Branch XL, Civil Case No. 142560) to enforce the agreement. However, after answer of Rufo Quemuel, said case was withdrawn by motion of plaintiffs dated November 16, 1981 which was granted by the court on December 18, 1981.

Meanwhile, on December 1, 1981 before the aforementioned motion to withdraw was granted, the lessors Iluminada Villegas and Senedela Nazareth filed before the City Court of Manila, an ejectment case (Civil Case No. 069239-CV) against Rufo Quemuel. Said court rendered judgment, the decretal portion of which reads:

"WHEREFORE, judgment is hereby rendered ordering defendant[2] and all persons claiming rights under him to vacate the premises located at 2645 Enrique St. Singalong, Manila and surrender possession thereof to plaintiffs[3]

"Defendant is ordered further to pay plaintiffs:

"(a) the sum of P42,375.00 as back rentals for the period from December, 1976 to April, 1985 less payments made, if any, and the further sum of P375.00 every month thereafter until the premises are vacated;

"(b) the sum of P6,000.00 as refund plus interest thereon at the legal rate from December, 1981 until paid;

"(c) the sum of P4,000.00 for attorney's fees;

"(d) and the costs of suit." (p. 17, Rollo)

Defendant appealed to the Regional Trial Court of Manila, the same being docketed as Civil Case No. 86-35993, wherein judgment was rendered, the dispositive portion reading as follows:

"WHEREFORE, judgment is hereby rendered as follows:

"(1) Declaring that plaintiffs have the right to evict defendant and all persons claiming rights under him from subject premises on the ground of arrears in payment of rent for at least 50 months before the filing of the case; and,

"(2) Affirming the Decision of the trial court; excepting only that portion in the dispositive part covered by paragraph (b) concerning the refund of P6,000.00 to plaintiffs, which portion is hereby ordered to be deleted from said decision.

"Defendant is further ordered to pay the costs of suit in this instance." (pp. 356--357, Original Record: Annex "A", Rollo).

Defendant appealed to the respondent Court of Appeals on a Petition for Review docketed as CA-G.R. SP 09840 assigning several errors, which were resolved by the respondent Court of Appeals as follows:

"Before passing upon the other errors ascribed to respondent court's decision under review, the fifth assigned error deserves priority and should be tackled first because it relates to the question of propriety of the summary action for unlawful detainer at bar, and the jurisdiction of the Metropolitan Trial Court a quo to take cognizance of and decide the present controversy.

"After a careful study, we find for petitioner[4]. His submission in support of the fifth error relied upon by him is well-grounded. Although the original cause of action of respondent lessor was based on the verbal lease agreement entered into on September 1, 1969, and the other verbal lease contract of June, 1974 sued upon in the previous ejectment case. Civil Case No. 020179, which was dismissed upon action of plaintiff-lessor; the ejectment case under consideration is actually anchored upon the extra-judicial compromise agreement hammered out by the parties on September 16, 1980 (Exhibits "A" & "A-1", pp. 109-194, Original Record). Not being contrary to law, morals, good customs, public order and public policy the said contract is binding

upon the contracting parties and is respected as the law between them. (Castro vs. Court of Appeals, 99 SCRA 722; Escano vs. Court of Appeals, 100 SCRA 197). And from its stipulations, it is palpably clear that subject compromise agreement is not a lease contract violations with (sic) which may entitle lessor to the judicial ejectment of the lessee; but one which is incapable of pecuniary estimation and litigable before the Regional Trial Courts under Section 19 (1), BP Blg. 129. Obviously, the rights of the parties thereunder can not be determined summarily in an ejectment proceeding.

'Where the litigants raised not merely the question of who among them was entitled to the possession but also prayed that the court rule on their respective rights under the documents upon which they predicated their claims to the possession, the case is converted from one of unlawful detainer suit into one that is incapable of pecuniary estimation, which can only be addressed to the original jurisdiction of the Court of First Instance. Therefore, the JP court has no jurisdiction over the case.' (Rivera vs. Halili, L-15159, Sept. 30, 1963).

"All things considered, particularly the agreement litigated upon (Exhibit "A") and the demand letters of August 1, 1981 (Exhibits "C" & "C-1") and of August 15, 1981 (Exhibit "D"), We are of the irresistible conclusion that, as theorized by petitioner, the controversy at bar is not within the competence of the inferior court of origin to decide, as it did, in the ejectment case. It is cognizable, as an action for specific performance and damages, by the Regional Trial Court in the exercise of its exclusive original jurisdiction thereover. (Sic.)

"In view of the foregoing finding and conclusion, we can not help but declare both the decision of the Metropolitan Trial Court a quo, dated April 7, 1986, and subject decision, dated August 13, 1986, of the respondent court, null and void for want of jurisdiction. Consequently, it is unnecessary for this Court to still rule upon the other points raised in petitioner's assignment of errors. Suffice it to stress that a void decision decides nothing and is completely barren of force and effect.

"WHEREFORE, the judgment of the respondent court in Civil Case No. 86-35993 and that of the Metropolitan Trial Court a quo, in Civil Case No. 069239-CV are hereby set aside; and in lieu thereof, the said ejectment case is ordered DISMISSED. Costs against private respondent.

"SO ORDERED." (pp. 18-20, Rollo)

Not satisfied with the decision of the respondent court, plaintiffs now come to Us submitting the following:

"ISSUES AND PROPOSITIONS"

"1. It is respectfully submitted that the Metropolitan Trial Court had original jurisdiction to try and decide Civil Case No. 069239 regardless of whether herein petitioner's cause of action is anchored not only upon the failure of herein private respondent to pay the rent from 1976 but also upon the failure of private respondent to comply with the terms and conditions of their compromise agreement, particularly the portion thereof that he should vacate the leased premises on or before January 15, 1981 or on April 16, 1981, as extended.

"2. It is also respectfully submitted that the herein private respondent should be ordered to vacate the leased premises and to pay rentals therefor from December 1, 1976 up to the time he surrenders possession of the leased premises to herein petitioner at the rate of P375.00 a month and also to pay attorney's fee." (p. 64, Rollo)

Petitioner's contentions hold water.

Admittedly Rufo Quemuel was a lessor of the subject property. He voluntarily entered into a compromise agreement with the lessors after he refused to pay the increase in rent of the leased premises. His right to stay therein as a lessee expired on January 15, 1981 after he had failed to pay the rent from December 1970. No demand was necessary for him to vacate the premises as this was specifically provided for in the agreement that lessee Quemuel should vacate the leased premises without the necessity of further demand upon failure to comply

with the terms of the agreement. Since then or since April 16, 1981, the expiration of the period granting him an extension of time to comply with the terms of the agreement, Quemuel was already unlawfully withholding possession of the leased premises from his lessor, herein petitioner. To remedy this situation, the law grants the petitioner-lessor the right of filing a case of unlawful detainer against herein lessee. Unlawful detainer is defined as the act of withholding the possession of land or building from another who is entitled to it after the expiration or termination of the right of the illegal detainer to hold possession by virtue of a contract, express or implied, when one year had not yet elapsed from the time the original possession had become illegal (*Co Tiamco v. Diaz*, 75 Phil. 728). Under Sec. 1, Rule 70 of the Revised Rules of Court, it is provided that the act of withholding possession which could be the subject matter of an ejectment suit is that which results from any (underscoring supplied) contract. In other words an unlawful detainer case can spring not only from a contract of lease but may also spring from a compromise agreement which is also a contract such as in the case at bar. And under Section 33 of Batas Pambansa Bilang 129 otherwise known as the Judiciary Reorganization Act of 1980, the Metropolitan Trial Court shall exercise exclusive original jurisdiction over such case.

WHEREFORE, premises considered, the assailed judgment is hereby SET ASIDE and the judgment of the Regional Trial Court affirming with modification the judgment of the Metropolitan Trial Court in Civil Case No. 069239-CW is hereby REINSTATED.

SO ORDERED.

Melencio-Herrera, (Chairperson), Padilla, and Regalado, JJ., concur.
Sarmiento, J., on leave.

[1] Penned by Justice Fidel P. Purisima, concurred in by Justice Oscar R. Victoriano, & Justice Pedro A. Ramirez

[2] Rufo Quemuel

[3] Iluminada Villegas, Ramon Villegas

[4] Rufo Quemuel

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