

**JULIO F. LAGMAY, ILUSTRE BASCONCILLO AND BLAS PINGGAN
REPRESENTED BY HIS SON WINIFREDO PINGGAN, PETITIONERS, VS.
HON. COURT OF APPEALS AND ADELA TUASON, RESPONDENTS.**

G.R. No. 84929. July 23, 1991

Ponente: PARAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-84929/>

PARAS, J.:

This is a petition for review on certiorari seeking the reversal of the decision and the resolution of the Court of Appeals* in CA-G.R. CV No. 12761 entitled "Julio Lagmay, et al. vs. Adela Tuason" which dismissed for lack of merit herein petitioners' appeal from the decision of the Regional Trial Court, Branch 116 at Pasay City** in Civil Case No. 3087 dismissing petitioners' complaint for enforcement of a lessee's preemptive right to purchase a leased land under Presidential Decree No. 1517.

The facts as found by the Court of Appeals are as follows:

Adela Tuason was the registered owner of a 300-square-meter lot situated in F.B. Harrison Street corner Col. Doro, Pasay City and covered by Transfer Certificate of Title No. 3134. For more than twenty years (20), she leased a total of 164 square meters of the lot to the following: Julio Lagmay (67 sq. m.); Ilustre Basconville (50 sq. m.); and Blas Pinggan (47 sq. m.). These lessees built residential houses in their respective areas.

On September 15, 1980, Atty. Jose T. Molina, counsel for Adela Tuason, sent the said lessees a letter notifying them of her intention to sell the premises they were occupying in view of her need for money to cover her medical expenses. She gave the lessees first preference to buy the lot they were respectively renting and allowed them three months within which to decide whether or not they wanted to exercise the option and for how much (Rollo, p. 34). As the lessees did not make any reply to said letter, starting May, 1983, Adela Tuason stopped collecting rentals. The lessees did not bother to pay or even to offer to pay said rentals.

In April, 1985, Remedios Tuason Uichanco and Pacita Tuason Principe wrote the lessees a letter reminding them that although their sister, Adela, who had been ailing, had decided to sell the land, she refrained from doing so and even allowed them to stay for two years without paying rentals. The sisters requested the lessees to leave the premises to enable their sister to sell the lots to meet her financial obligations (Exhibit "2"; Rollo, p. 35).

Instead of leaving the premises, on June 7, 1985, the lessees sent Adela Tuason a letter offering to buy the land and "asserting positively their individual priority legal rights under Presidential Decree No.1517 (Sec. 6) otherwise known as the Urban Land Reform Law, to purchase or buy the said land for whatever valuable consideration or price but consistent with the authorized prevailing fair market value" (Exhibit "L"; Rollo, p. 36). Adela Tuason did not make a reply to this letter nor did she make another offer to sell the land to the lessees.

On August 5, 1985, the lessees filed a complaint in the Regional Trial Court of Pasay City for the enforcement of their preemptive right under P.D. No. 1517 with prayer for damages and the issuance of a restraining order. The lower court issued a restraining order on September 27, 1985 upon the lessees' posting of a P1,000.00 bond. The

restraining order was converted into a preliminary injunction on October 8, 1985.

Subsequently, the lessees, through another letter (Exhibit "M"), offered to buy the premises involved at P800.00 per square meter. Adela Tuason once again did not make any reply to said letter.

On August 27, 1986, the lower court dismissed the complaint and lifted the writ of preliminary injunction it had issued. It ruled that before the lessee can exercise his "right of first refusal to purchase" the leased land under Sec. 6 P.D. No. 1517, the following preconditions enunciated in Sections 8 and 9 thereof, must be complied with: (a) the lessor's proposal to sell must be duly accepted by the lessee; (b) the terms and conditions of the said proposal must be determined by the Urban Zone Expropriation and Land Management Committee; and (c) the said proposal must be declared to the Ministry of Human Settlements. The lower court held that these conditions had not been met in this case. It added that the letter of Adela Tuason's sisters to the lessees was a polite demand to vacate and not an offer to sell.

The lessees elevated the case to the Court of Appeals which, in its decision of May 10, 1988, dismissed their appeal mainly on the ground that the lessees could not properly exercise their preemptive right to purchase the property because their leased lots were not included in the 244 urban sites proclaimed as urban land reform areas under Proclamation No. 1967, which amended Proclamation No. 1893 (declaring the entire Metro Manila as Urban Land Reform Zone). The Court of Appeals added that assuming that the area involved was covered by the proclamation, the lessees waived their preemptive right by their failure to reply to Adela Tuason's offer to sell the land. Moreover, the lessees had failed to comply with the prerequisites for the exercise of their preemptive right.

The lessees filed a motion for reconsideration of the decision. They assailed the constitutionality of Proclamation No. 1967 on the grounds that it is discriminatory and not uniformly applied "to all tenants wherever they are." (Rollo, p. 38). They also contended that they did not waive their rights to purchase the land and that Adela Tuason had not abandoned her offer to sell the leased land.

The Court of Appeals denied the motion for reconsideration in the resolution of September 2, 1988 stating that it was improper to assail the constitutionality of Proclamation No. 1967 in the said motion as it was not raised in the trial on the merits. It considered the lessees' other arguments as a mere rehash.

Hence, the lessees filed the instant petition for review on certiorari raising as issues the following: (a) whether or not Proclamation No. 1967 is unconstitutional for being "utterly discriminatory" and not uniform in application; (b) whether or not Sec. 6 of P.D. No. 1517 is self-executing for all qualified tenants who intend to buy, on cash basis, their leased areas; and (c) whether or not Sec. 8 of P.D. No. 1517 applies only to qualified tenants who intend to purchase leased lands on an installment basis (Rollo, p.12).

After the private respondent* had filed her comment on the petition and the petitioners their reply thereto, on April 25, 1990, the Court resolved to: (a) dispense with private respondent's rejoinder to said reply; (b) give due course to the petition; and (c) consider the case submitted for decision (Rollo, p. 65).

The issue of constitutionality of a statute, executive order or proclamation must be the very *lis mota* presented in a case. The Court does not decide questions of a constitutional nature unless that question is properly raised and presented in an appropriate case and is necessary to its determination (*Filipinas Marble Corporation v. Intermediate Appellate Court*, 142 SCRA 180 [1986]; *Dumlao v. Commission on Elections*, 95 SCRA 392 [1980]; *People v. Vera*, 65 Phil. 56 [1937]).

Although the Court may deem it best for public policy to resolve the constitutional issue considering that numerous persons are affected by the questioned proclamation (*Tropical Homes, Inc. v. National Housing Authority*, 152 SCRA 540 [1987]), there are other grounds by which this case may be resolved on a

non-constitutional determination (*Alger Electric, Inc. v. Court of Appeals*, 135 SCRA 37 [1985]).

In this case, the resolution of the issue of whether or not Sec. 6 of P.D. No. 1517 is "self-executing" will determine the legality of petitioners' claim for the preemptive right provided for in said section. Petitioners assert their entitlement to said right but even a cursory reading of said section points to a contrary conclusion. Said section states:

"SECTION 6. Land Tenancy in Urban Land Reform Areas. Within the Urban Zones legitimate tenants who have resided on the land for ten years or more who have built their homes on the land and residents who have legally occupied the lands by contract, continuously for the last ten years shall not be dispossessed of the land and shall be allowed the right of first refusal to purchase the same within a reasonable time and at reasonable prices, under terms and conditions to be determined by the Urban Zone Expropriation and Land Management Committee created by Section 8 of this Decree." (Underscoring supplied).

Clearly then, under said provision, the terms and conditions of the sale in exercise of the lessee's right of first refusal to purchase shall be determined by the Urban Zone Expropriation and Land Management Committee. Hence, the lower court rightfully ruled that certain prerequisites must be complied with by anyone who wishes to avail himself of the benefits of the decree.

Section 6 should not be isolated from the other provisions of the decree. After all, the rule is that all the provisions of a law, even if apparently contradictory, should be allowed to stand and be given effect by reconciling them if necessary (*Araneta vs. Concepcion*, 99 Phil. 709 [1956]). The intention of the lawmaker must be ascertained not from a consideration of a single word or a particular phrase of the law, but from the context of the whole law or from a portion thereof, as compared with the whole (*Lopez and Javelona vs. El Hogar Filipino*, 47 Phil. 249 [1925]).

Premised on the fact, among others, that "the traditional concept of landownership has aggravated the problem arising from urbanization such as the proliferation of blighted areas and the worsening of the plight of the urban poor," P.D. No. 1517 outlines the machinery by which its objective of urban land reform shall be realized. Thus, Section 4 of the decree empowers the President to "proclaim specific parcels of urban and urbanizable lands as Urban Land Reform Zone."

Accordingly, on September 11, 1979, the President issued Proclamation No. 1893 (75 O.G. No. 38, p. 7499) declaring the entire Metropolitan Manila area, including Pasay City, as an urban land reform zone and exhorting all landowners therein "to register their existing rights, development proposals, proposed improvements, and proposals to sell, lease or encumber lands with the Human Settlements Regulatory Commission" pursuant to Sections 4, 9, 12 and 15 of P.D. No. 1517. Said proclamation was amended on May 14, 1980 by Proclamation No. 1967 (78 O.G. No. 49, p. 6807) which specifies 244 sites in Metropolitan Manila as areas for priority and urban land reform zones to which provisions of P.D. No. 1517 and other pertinent decrees shall apply.

These presidential proclamations are but examples of the fact that P.D. No. 1517, including Section 6 thereof, is not "self-executing" as further executive acts like the organization of the committees provided for by the decree, must be done for the implementation of the objectives of the decree.

The inapplicability of P.D. No. 1517 to their case notwithstanding, petitioners had the opportunity to own their leased lots when the late Adela Tuason gave them the option to buy them through her letter of September 13, 1980. They lost the chance by their own failure to exercise the option within the 3-month period stipulated in said letter.

PREMISES CONSIDERED, the petition for review is hereby DENIED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

* Penned by Justice Jose C. Campos, Jr. and concurred in by Justices Ricardo F. Francisco and Alfredo L. Benipayo.

** Presided by Judge Dionisio N. Capistrano.

* Adela Tuason died on June 11, 1986 but her counsel did not manifest as to who shall substitute her as private respondent herein (Rollo, p. 46).

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.