

CYNTHIA S. SANTIAGO AND EDISTIO FE. SORIANO, PETITIONERS, VS. HON. PRESIDING JUDGE TEOFILO GUADIZ, JR. OF REGIONAL TRIAL COURT, MAKATI, BRANCH 147, METROPOLITAN TRIAL COURT OF M...

G.R. No. 85923. February 26, 1992

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-85923/>

CRUZ, J.:

This is a simple ejectment case that should have been finally decided at the lower levels of the Judiciary instead of having still to be elevated to the highest tribunal. The Rule on Summary Procedure was intended to expedite the resolution of cases of this nature, but even its application is now being questioned in this Court, and at such intolerable length.

This case arose in 1987, when petitioner Cynthia Santiago leased for Gem-Luck Export Trading Office space located at the Cityland Condominium, Makati, and belonging to the lessor, the Alyssia International Trade Corporation. The term was for one year commencing on March 15, 1987, and the agreed monthly rental was P2,650.00. A cash deposit equivalent to two months rental was to be made (and in fact made) upon the execution of the contract.[1]

On January 22, 1988, the lessor filed a complaint for ejectment on the ground of non-payment of rentals and prayed for a writ of preliminary attachment, which was granted on the same day. On January 24, 1988, the lessee received summons and a copy of the complaint, with notice that the case would be heard under the Rule on Summary Procedure. The sheriff attached one refrigerator and two typewriters in the leased premises, as a result of which, according to the petitioners, their office “was completely paralyzed.”

On January 29, 1988, the petitioners moved for an extension of 10 days from February 1, 1988, to file their answer, giving pressure of work as their reason. On February 8, 1988, Judge Romeo J. Lapuz of the Metropolitan Trial Court of Makati rendered a decision disposing as follows:

As warranted by the facts alleged in the verified complaint, judgment is hereby rendered ordering the defendants:

1. And all others claiming under them to vacate the premises located at Rm. 214 Cityland Condominium 3, Herrera corner Esteban Streets, Legaspi Village, Makati, Metro Manila.
2. Ordering the defendants to pay the total amounts of P18,011.16 and the stipulated 3% per month for each unpaid monthly rents as of January 21, 1988 and the reasonable compensation for the use and occupation of the leased premises at a monthly rental of P2,650.00 until they finally vacate the same (par. 2, Lease Contract);
3. Ordering the defendant to pay attorney’s fees of P4,000.00 plus an appearance fee of P300.00 and the cost of suit.[2]

The petitioners filed their answer on February 11, 1988. Five days later, they were notified of the decision and the denial of their motion for extension of time to file their answer. On February 22, 1988, they filed a notice of appeal and posted a bond in the amount of P22,470.00.

In their appeal, petitioner Edistio Fe. Soriano argued that he was not a party to the lease contract and therefore could not be impleaded in the ejectment case. A third party claim for the attached properties was also filed by Tri-Tracts Services, a corporation headed by him.

On March 24, 1988, the private respondent filed a motion for the withdrawal of the petitioners' deposit with the court because of their failure to pay the rentals for February and March. The motion was granted and the withdrawal was allowed to be made by one Atty. Mila T. Fideris. The petitioners objected on the ground that she was not a party to the case and that the rentals should be charged, if at all, against the attached properties and not the deposit.

On July 18, 1988, Judge Teofilo Guadiz, Jr. affirmed the challenged decision but increased the attorney's fees to P8,000.00.[3] The court held that as an alleged occupant of the leased premises, Edistio Santiago was a proper party defendant even if he had not signed the lease contract. It also observed that as the term of the lease had already expired, the petitioners no longer had any right to retain the leased premises.

The petitioners' motion for reconsideration having been denied, a writ of execution was finally issued on December 1, 1988, (following a number of tedious legal skirmishes). Petitioner Cynthia Santiago's deposit with Metro Bank was garnished on December 8, 1988. The petitioners filed yet another urgent motion to lift and recall the writ, which was also denied. Frustrated all the way, they have now come to this Court for relief, claiming grave abuse of discretion on the part of the respondent judges.

This petition will also fail.

The petitioners argue that they were denied due process when Judge Lapuz decided the case on the basis of the complaint and documents filed by the plaintiff, in disregard of the answer they submitted. This argument is without merit. Section 4 of the Rule on Summary Procedure provides that upon being served with summons, the defendant must answer the complaint within 10 days from service. Should he fail to do so, the court *motu proprio* or on motion of the plaintiff shall, pursuant to Section 5, render such judgment as may be warranted by the facts alleged in the complaint.

The petitioners received the summons on January 24, 1988. Instead of submitting an answer, they filed a motion for extension of time to file their answer, which motion was a prohibited pleading under Sec. 15. The answer was finally filed on February 11, 1988, eight days in excess of the period allowed by the Rule. The court therefore acted properly when it *motu proprio* decided the case on the basis of the allegations and evidence of the complainant only. Having failed to file their answer on time, the petitioners cannot now claim that they were denied due process.

To support their contention that Judge Lapuz should have waited for their answer instead of deciding the case *motu proprio*, the petitioners cite *Zenith Films, Inc. vs. Herrera*,[4] where the Court declared:

Section 4 of Rule 5, concerning procedure in inferior courts, provides that "the direction contained in the summons must be that the defendant answer the complaint, and produce his evidence at a stated place, day and hour, which shall not be less than two (2) days nor more than five (5) days after the service of the summons if it be served in the municipality or city in which the action is brought x x x" While it devolves upon the court itself to observe the time limitation thus fixed when it issues the summons, the clear import of the provision is that a defendant has up to the date set for trial within which to file his answer to the complaint. The City Court in this case did not observe the time limitation, for it ordered the appellant "to answer the complaint and to

enter trial on May 5, 1966, at 2 o'clock in the afternoon" - more than five (5) days after the service of summons on April 19; but it is clear, not only from the wording of the summons itself but also from the import of Section 4 of Rule 5, as indicated above, that the appellant had until May 5, 1966 to answer the complaint. Consequently, the mere fact that it filed a motion to dismiss instead of answering and that the said motion did not contain a notice of hearing did not deprive it of the right to file an answer to the complaint within the period expressly stated in the summons, that is, up to May 5, nor justify the court in advancing the date for the reception of the appellee's evidence and rendering a default judgment.

That case is inapplicable for two reasons.

The regular rules on civil procedure were followed in that case whereas the case at bar was decided under the Rule on Summary Procedure, where the only pleadings allowed are the complaint and the answer. In *Zenith*, the defendant's motion to dismiss was not a prohibited pleading and so suspended his period to file an answer. In the case before us, the motion for extension of time to file an answer, not being allowed by the Rule, did not suspend the period to file the answer.

The second and no less important distinction is that while the court in *Zenith* failed to comply with its own order by deciding the case even prior to the date set for hearing, the decision in this case was rendered fifteen days after the petitioners were served with summons and a copy of the complaint. During this reasonably long enough period, they failed to file their answer.

It should be added that even if the motion for extension of time were not a prohibited pleading, the petitioners had no right to assume that it would be automatically granted, especially if it is considered that they did not offer a satisfactory reason for the extension they were seeking.

At any rate, such an extension would militate against the following provision of the Rule on Summary Procedure, which are precisely intended to expedite the proceedings in the cases mentioned therein:

Sec. 4. Answer. - Upon being served with summons, the defendant must answer the complaint within ten (10) days from service thereof. The answer to a counterclaim or crossclaim must be filed within ten (10) days from service thereof.

Sec. 5. Effect of failure to answer. - Should the defendant fail to answer the complaint, crossclaim or permissive counterclaim within the reglementary 10-day period herein provided, the court *motu proprio*, or on motion of the plaintiff, shall render judgment as may be warranted by the facts alleged in the complaint and limited to what is prayed for therein except as to the amount of damages which the court may reduce in its discretion.

The petitioners aver that the metropolitan trial court had no jurisdiction because no demand to vacate and pay accrued rentals had been made on them. However, they have not proved this alleged deficiency as their answer was filed tardily and so was correctly not considered by the court. Under the aforequoted Section 5, the judge was justified in relying on the allegations in the complaint alone in finding that the requisite demands were indeed made on the petitioner.

It is important to stress that the private respondent attached to the complaint its letter to the petitioners demanding that they vacate the leased premises and pay the accrued rentals. The veracity of its content was never refuted by the petitioners, again because of their failure to submit their answer on time.

Regarding the regularity of the attachment order, we note that prior to the issuance of the writ of attachment, the required affidavit and a bond for P18,011.16 were duly filed by the plaintiff in accordance with Sections 3 and 4 of Rule 57 of the Rules of Court.

The petitioners argue that the writ should not have covered the properties of the Tri-Tract Services, which at that time were being used by Cynthia Santiago. The Court is not persuaded. The record shows that the president and chairman of the board of directors of the said corporation is petitioner Edistio Fe. Santiago, who, even in the pleadings signed by him as petitioners' counsel, indicated his address at the disputed leased premises. As he was an occupant of the said premises without the consent of the lessor and a co-defendant in the ejectment case, the properties found in the said premises which he claimed as his own could be the subject of attachment.

The petitioners also maintain that they should have first been furnished with a copy of the final decision before a writ of execution could be validly enforced against them. Formal service of the judgment is indeed necessary as a rule but not, as it happens, in the case at bar. The reason is that the petitioners had filed a motion for reconsideration of the decision of Judge Guadiz, which would indicate that they were then already informed of such decision. The petitioners cannot now invoke due process on the basis of a feigned ignorance as the lack of formal notice cannot prevail against the fact of actual notice.

On the validity of the order allowing Atty. Fideris to withdraw from the deposits with the MTC and the RTC, the same is resolvable under Section 8 of Rule 70 of the Rules of Court, which states:

SEC. 8. Immediate execution of judgment. How to stay same. - If judgment is rendered against the defendant, execution shall issue immediately, unless an appeal has been perfected and the defendant to stay execution files a sufficient bond, approved by the municipal or city court and executed to the plaintiff to enter the action in the Court of First Instance and to pay the rents, damages, and costs accruing down to the time of the judgment appealed from and unless during the pendency of the appeal, he deposits with the appellate court the amount of rent due from time to time under the contract, if any, is found by the judgment of the municipal or city court to exist. In the absence of a contract, he shall deposit with the court the reasonable value of the use and occupation of the premises for the preceding month or period at the rate determined by the judgment, on or before the tenth day of each succeeding month or period. The supersedeas bond shall be transmitted by the municipal or city court, with the other papers, to the clerk of the Court of First Instance to which the action is appealed.

All moneys so paid to the appellate court shall be deposited in the provincial or city treasury, and shall be held there until the final disposition of the appeal, unless the court, by agreement of the interested parties, or in the absence of reasonable grounds opposition to a motion to withdraw, or for justifiable reasons, shall decree otherwise. Should the defendant fail to make the payments above prescribed from time to time during the pendency of the appeal, the appellate court, upon motion of the plaintiff, of which the defendant shall have notice, and upon proof of such failure, shall order the execution of the judgment appealed from with respect to the restoration of possession, but such execution shall not be a bar to the appeal taking its course until the final disposition thereof on its merits.

The reason for the withdrawal of the deposits was the petitioners' failure to pay on time the rentals for the months of February and March, 1988. As the Court held in *Carbungco v. Amparo*,^[5] citing a long line of cases:

x x x Contrary to the provisions of law, particularly Rule 72, Section 8, Rules of Court, the appellant in this detainer case failed to deposit in court within the first ten days of the succeeding month (May 1948) the rental corresponding to the previous month (April 1948). This deposit was actually made three days after the end of the ten-day period, that is to say, on May 13, 1948. The law and the authorities are, however, clear that this legal provision about the deposit of the rental corresponding to the previous month within the first ten days of the succeeding month, is mandatory; that upon violation thereof by the defendant-appellant, the plaintiff-appellee has the right to ask for execution pending appeal; and that the court is left no discretion to either extend the period of deposit prescribed by law, postpone the making of said deposit, or otherwise relieve the appellant of the consequences of her or his failure to make the deposit within the precise period prescribed by law.^[5]

The petitioners argue that they did not deposit the rentals for these months because the value of the attached properties was already more than sufficient to cover such rentals. They also contend that the cash deposit was at that time also sufficient to cover the rentals for the months of September 1987 to March 1988, for which reason it was no longer necessary to maintain the attachment. If that be so, what they should have done - but did not - was file a motion to lift the said attachment.

The fact that the court allowed a person who was not a party to the action to receive the withdrawn deposit did not make the order irregular. There is no question that Atty. Fideris was authorized by the plaintiff to make the withdrawal and so was acting for a party to the action.

The last major issue raised requires a computation of the petitioners' total liability. They have admitted that they failed to pay the rentals from September 1987 to January 1988 and from April 1988 to December 5, 1988, (the date when they were ejected from the premises). All in all, their accrued unpaid rentals would be for thirteen and a half months and, at the monthly rate of P2,650.00, would amount to P35,775.00, to which should be added the stipulated 3% interest per month for each unpaid monthly rental starting June 1988.* To be deducted from this amount are the cash deposit of P22,470.00 and the two months advance deposit of P5,300.00 which was received by the lessor at the commencement of the lease. We find the attorney's fee of P8,000.00 to be reasonable; indeed, it is even less than the P15,000.00 minimum fee stipulated in the lease contract.

Respect for the Rule on Summary Procedure as a practicable norm for the expeditious resolution of cases like the one at bar could have avoided this lengthy litigation that has unduly imposed on the time of the Court. Counsel are admonished against abuse of the judicial process by misinterpretation if not deliberate misapplication of the law for their own dubious purposes to the prejudice of the speedy and effective administration of justice.

WHEREFORE, the decision of the Regional Trial Court dated July 18, 1988, is hereby modified. The total liabilities of the petitioner should only be P35,775.00 plus the stipulated 3% interest per month for each unpaid monthly rental from July 1988 to December 1988, less the cash payments of P27,730.00. This amount shall be subject to a 6% interest per annum commencing from the time the petitioners vacate the premises until full payment is made. The garnishment order dated December 8, 1988, is lifted in view of the sufficiency of the properties.

Narvasa, (Chairman), Griño-Aquino and Medialdea, JJ., concur.

[1] Rollo, p. 81.

[2] Annex D, Ibid., pp. 46-48.

[3] Annex C, ibid., pp. 43-45.

[4] 38 SCRA 120.

[5] 83 Phil. 638, citing *Zamora vs. Dinglasan*, 77 Phil. 46; *Lee Tian Po & Co. vs. Rodas*, 81 Phil. 395; *Cunaan vs. Rodas*, 78 Phil., 800; *Meneses vs. Dinglasan*, 81 Phil. 470.

* This is because the cash deposit of P22,470 approximately covers 8 months' rentals and can be applied to the rentals for the months of September to January 1988 and April to June 1988. Thus the remaining unpaid rentals would only be from July 1988 to Dec. 5, 1988.

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.