

WILMON AUTO SUPPLY CORPORATION, ILOILO MULTI PARTS SUPPLY CORP., VIRGILIO ANG, SOUTHERN SALES CORP., AND CHANG LIANG, JR., PETITIONERS, VS. HON. COURT OF APPEALS AND STAR GROUP ...

G.R. No. 97637. April 10, 1992

Ponente: NARVASA, J.

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NARVASA, J.:

The principal question in the proceedings at bar is whether or not an action of unlawful detainer filed in the Municipal Trial Court against a lessee -- grounded on the expiration of the latter's lease -- -should be abated or suspended by an action filed in the Regional Trial Court by the defendant lessee -- on the claim that he is entitled to a right of preemption (or prior purchase) of the premises in question and wishes to have said right judicially enforced.

The question arises from facts not disputed and now briefly narrated.

Wilmon Auto Supply Corporation (or Ramon Que), Iloilo Multi Parts Supply Corporation (or Ramon Que), Virgilio Ang, Henry Tan, Southern Sales Corporation, and Chang Liang, Jr. were lessees of a commercial building and bodegas standing on registered land in Iloilo City owned in common by Lucy A. Solinap, Fr. Jerry R. Locsin, Lourdes C. Locsin, Manuel C. Locsin and Ester L. Jarantilla.[1] The leases were embodied in uniformly worded deeds executed by the individual petitioners, as lessees, and Lourdes C. Locsin, representing the lessors-co-owners.[2] The lease contracts, among others -

1. stipulated fixed terms or periods (September 1, 1987 to August 30, 1989);
2. provided for a deposit of an amount equal to two months' rents;
3. provided that the lessee should give the lessor 30 days prior notice of the intention to terminate or renew the contract, and that if no such written notice were given, the lessor would consider the contract terminated on the expiration of the term; and
4. contained a "reservation of rights" reading as follows:[3]

"Reservation of rights. - LESSOR reserves the rights to sell, mortgage, hypothecate or encumber the property so long as it requires the purchase(r) or mortgage creditors to respect the terms of this lease contract; provided further that LESSEE shall be duly informed about LESSOR's plan to sell the property."

On September 18, 1989, after the expiration of the period fixed in the lease agreements, the lessors executed a public instrument entitled "Deed of Absolute Sale"[4] in virtue of which they sold the leased property to Star Group Resources and Development Inc. (hereafter, simply referred to as Star Group). The deed provided inter alia that the "Vendee shall henceforth deal with the lessees and occupants of the properties herein sold without any further warranty or obligation on the part of the Vendors."

On November 22, 1989, the buyer, Star Group, brought separate actions of unlawful detainer in the Municipal Trial Court In Cities of Iloilo City against the lessees, which were docketed as follows:

- 1) that filed against Virgilio Ang: Civil Case No. 227 (89), assigned to Branch 3;
- 2) that instituted against Chang Liang, Jr.: Civil Case No. 230 (89), raffled to Branch 2;
- 3) that filed against Henry Tan and Southern Sales Corporation: Civil Case No. 232 (89), assigned to Branch 2;
- 4) that filed against Ramon Que “(for the premises occupied by WILMON AUTO SUPPLY CORPORATION):” Civil Case No. 233, assigned to Branch 2; and
- 5) that commenced against Ramon Que “(for the premises occupied by ILOILO MULTI PARTS SUPPLY CORPORATION):” Civil Case No. 234, raffled to Branch 2.

The lessees refused to concede, and indeed impugned, Star Group's right to eject them. They argued that in so selling the properties and seeking their ejectment therefrom, the lessors -- and their buyer -- had violated their leasehold rights because (a) they (the lessees) were not accorded the right of preemption, (b) the buyer was not required to honor the leases, and (c) the lessees were denied the option to renew their leases upon the expiration thereof.

These propositions they set forth in their answers with counterclaims in the unlawful detainer actions against them in the Municipal Trial Courts (Branches 2 and 3).

The same propositions were also set out as causes of action in a complaint filed on December 1, 1989 by some of them -- Wilmon, Iloilo Multi Parts, Virgilio Ang (doing business under the name and style of “Iloilo Rightway Marketing”), Southern Sales and Chang Liang, Jr. (doing business under the name and style of “Iloilo Bright Construction Supply”)[5] -- in the Regional Trial Court of Iloilo. Impleaded as defendants in the complaint were the Star Group Resources and Development, Inc. and its President, Juanito Sio alias Juanito Sio Soy Liong, and the co-owners-vendors, namely: Lucy A. Solinap, Lourdes C. Locsin, Manuel C. Locsin, Ester Locsin Jarantila, and Fr. Jerry R. Locsin, the latter as Administrator of the Estate of the deceased Jose C. Locsin.[6] The action thus commenced was docketed as Civil Case No. 18931 and raffled to Branch 28. In their complaint, the plaintiffs-lessees prayed chiefly that -

- 1) the sale of the buildings, bodegas and the land on which they stand be declared null and void ab initio;
- 2) they be allowed to exercise their right of pre-emption or redemption, and to recover their two-month deposits;
- 3) the titles to the properties be conveyed to them;
- 4) they be paid by the defendants jointly and severally moral damages in the sum of 1.5 million pesos, exemplary damages in the amount of P10,000.00, and attorney's fees in the sum of P200,000.00.

In the unlawful detainer actions, position papers were required by the courts and submitted by the parties on the issue of whether or not the unlawful detainer actions should be covered by the rules of summary procedure. The courts ruled that Cases Numbered 227 (against Virgilio Ang), 230 (against Chang Liang, Jr.) and 234 (against Iloilo Multi Parts Supply Corporation), must be so tried, but not Civil Cases Numbered 232 (against Henry Tan and Southern Sales Corporation) and 233 (against Wilmon Auto Supply Corporation), as to which the summary procedure rules were inapplicable. The lessees moved for reconsideration of the order and additionally prayed for dismissal of the ejectment suits on the grounds of *litis pendentia* (adverting no doubt to Civil Case No. 18931 instituted by them in the RTC) and lack of jurisdiction over the nature of the actions. Their pleas were denied.

Thereupon three of the lessees -- Ramon Que, Southern Sales Corporation, and Henry T. Tan -- quite precipitately and improperly, filed petitions for certiorari with this Court for the annulment and setting aside of the orders of the Municipal Trial Court (Branch 2), which were docketed as G.R. Nos. 94855 and 94856. Another lessee, Antonio Chua also instituted a similar action of certiorari in this Court, docketed as G.R. No. 95371.[7] Predictably, this Court refused to take cognizance of their petitions. G.R. No. 95371 was referred to the Court of Appeals by Resolution of the Second Division dated October 15, 1990 "for proper determination and disposition" that Court's jurisdiction being concurrent with this Court's. G.R. Nos. 94855 and 94856 were referred to the Regional Trial Court of Iloilo City,[8] to which the lessees should have gone for relief in the first place.[9] In the Regional Trial Court, the cases were docketed as Civil Cases Numbered 19420 (Ramon Que v. Hon. Honrado, etc., et al.) and 19421 (Southern Sales Corporation and Henry T. Tan v. Hon. Honrado, etc., et al.).

The Executive Judge of the Trial Court (Hon. Ricardo M. Ilarde) issued a restraining order dated October 18, 1990 enjoining proceedings in the unlawful detainer cases. However, on March 11, 1991, His Honor promulgated judgment on the merits dismissing the petitions and dissolving the preliminary injunction of October 18, 1990. Judge Ilarde ruled that the unlawful detainer cases fall within the jurisdiction of the Municipal Trial Court in Cities, Iloilo City, and that the pendency of Civil Case No. 18931 in the RTC did not warrant suspension of the unlawful detainer cases, "the only issue in the ** (the latter suits being) physical possession or possession de facto while the issue involved in Civil Case No. 18931 ** is basically one of ownership," and it being "settled rule that the pendency of an action involving ownership and annulment of sale ** does not stay the proceedings in the ejectment case." [10] The lessees filed a motion for reconsideration, but this was denied by Judge Ilarde, by Order dated April 22, 1991.

From this decision of March 11, 1991, Ramon Que, Southern Sales Corporation and Henry Tan have appealed to this Court on the legal issue of "whether or not ** (Judge Ilarde) erred in finding that the Municipal Trial Court in Cities did not abuse its discretion in denying the petitioners' motion to dismiss or to hold in abeyance the proceedings in the subject unlawful detainer cases." (Rollo, G.R. No. 98700-01, p. 5). Their appeal was docketed as G.R. Nos. 98700--01.[11]

On the other hand, two (2) of the lessees, Wilmon Auto Supply Corporation (represented by Ramon Que) and Chang Liang -- who are among the plaintiffs in Civil Case No. 18931 pending in Branch 28 of the Regional Trial Court, Iloilo City -- took a different tack. They filed a motion in said Court praying for a writ of preliminary injunction to stop the Municipal Trial Court from hearing their ejectment cases. They argued that the decision in Civil Case No. 18931 would be decisive of the rights of the parties, particularly on the question of the lessees' claimed option to renew their leases.

The Trial Court however denied their motion. To nullify the Trial Court's denial of their plea for injunctive relief, they repaired to the Court of Appeals by way of a petition for certiorari. Their action was docketed as CA-G.R. SP No. 23750. The Court of Appeal ruled adversely to them. In its Decision promulgated on February 28, 1991, the Appellate Tribunal pointed out (a) that "the issues ** (the petitioners) are raising in the Regional Trial Court are the very same issues they, as defendants in the ejectment cases, are raising ** and (considering that "the Municipal Trial Court's jurisdiction is not in question") there is no reason why simply because the same issues are raised in the action brought in the Regional Trial Court the ejectment proceedings should be suspended, and (b) that in truth, "questions pertaining to 'the relation between landlord and tenant, the period or life of the lease or tenancy, the reasonableness of the rental, the right of the tenant (to remain in occupancy) against the will of the landlord, etc.' are (precisely) the sort of questions which should be decided in the ejectment case." [12] From this judgment, the lessees have taken an appeal to this Court. Their appeal was docketed as G.R. No 97637.[13]

The issues raised in G.R. No. 97637 and G.R. Nos. 98700-01, are substantially the same, viz.: [14]

- a) whether or not, in light of *Vda. de Murga v. Chan*, 25 SCRA 441 and *Valderama Lumber Manufacturers Co., Inc. v. L.S. Sarmiento Co.*, 5 SCRA 287, the Municipal Trial Court has jurisdiction over the actions which are real in nature and involve interpretation of lease contracts over immovables;
- b) whether or not the Court of Appeals deviated from the doctrine laid down in *Vda. de Legaspi v. Avendaño*, 79 SCRA 135, 145;
- c) whether or not, pursuant to *Quiambao v. Osorio*, 158 SCRA 674, and *Orellano v. Alvestir*, 76 SCRA 536, the actions in the Municipal Trial Court for the ejectment of the lessees from the property occupied by them should be suspended until adjudgment of the cases in the RTC involving the sale, ownership and physical possession of said property; and
- d) whether or not *Dante v. Sison*, 174 SCRA 517 and other precedents invoked by the petitioners should apply.

As stated in this opinion's opening paragraph, the crucial question, at bottom, is whether or not Star Group's unlawful detainer suits in the Municipal Trial Court against petitioner lessees for the reason that their leases had expired, should be abated by the actions filed in the Regional Trial Court by said petitioner lessees based on the contention that they are entitled to a right of preemption or prior purchase of the leased premises. It is a question that is far from novel, one that has been passed upon and resolved by this Court in numerous cases, and one to which a negative answer has invariably been given. The relevant precedents are hereunder outlined.

1. Injunction suits instituted in the RTC by defendants in ejectment actions in the municipal trial courts or other courts of the first level (*Nacorda v. Yatco*, 17 SCRA 920 [1966]) do not abate the latter; and neither do proceedings on consignment of rentals (*Lim Si v. Lim*, 98 Phil. 868 [1956], citing *Pue, et al. v. Gonzales*, 87 Phil. 81 [1950]).
2. An “accion publiciana” does not suspend an ejectment suit against the plaintiff in the former (*Ramirez v. Bleza*, 106 SCRA 187 [1981]).
3. A “writ of possession case”, where ownership is concededly the principal issue before the Regional Trial Court does not preclude nor bar the execution of the judgment in an unlawful detainer suit where the only issue involved is the material possession or possession de facto of the premises (*Heirs of F. Guballa, Sr. v. C.A., et al.; etc.*, 168 SCRA 518 [1988]).
4. An action for quieting of title to property is not a bar to an ejectment suit involving the same property (*Quimpo v. de la Victoria*, 46 SCRA 139 [1972]).
5. Suits for specific performance with damages do not affect ejectment actions (e.g., to compel renewal of a lease contract) (*Desamito v. Cuyegkeng*, 18 SCRA 1184 [1966]; *Pardo de Tavera v. Encarnacion*, 22 SCRA 632 [1968]; *Rosales v. CFI*, 154 SCRA 153 [1987]; *Commander Realty, Inc. v. C.A.*, 161 SCRA 264 [1988]).
6. An action for reformation of instrument (e.g., from deed of absolute sale to one of sale with pacto de retro) does not suspend an ejectment suit between the same parties (*Judith v. Abragan*, 66 SCRA 600 [1975]).
7. An action for reconveyance of property or “accion reivindicatoria” also has no effect on ejectment suits regarding the same property (*Del Rosario v. Jimenez*, 8 SCRA 549 [1963]; *Salinas v. Navarro*, 126 SCRA 167; *De la Cruz v. C.A.*, 133 SCRA 520 [1984]; *Drilon v. Gaurana*, 149 SCRA 352 [1987]; *Ching v. Malaya*, 153 SCRA 412 [1987]; *Philippine Feeds Milling co., Inc. v. C.A.*, 174 SCRA 108; *Dante v. Sison*, 174 SCRA 517 [1989]; *Guzman v. C.A.* [annulment of sale and reconveyance], 177 SCRA 604 [1989]; *Demamay v. C.A.*, 186 SCRA 608 [1990]; *Leopoldo Sy v. C.A., et al.*, [annulment of sale and reconveyance], G.R. No. 95818, Aug. 2, 1991).

8. Neither do suits for annulment of sale, or title, or document affecting property operate to abate ejectment actions respecting the same property (*Salinas v. Navarro* [annulment of deed of sale with assumption of mortgage and/or to declare the same an equitable mortgage], 126 SCRA 167 [1983]; *Ang Ping v. RTC* [annulment of sale and title], 154 SCRA 153 [1987]; *Caparros v. C.A.* [annulment of title], 170 SCRA 758 [1989]; *Dante v. Sison* [annulment of sale with damages], 174 SCRA 517; *Galgala v. Benguet Consolidated, Inc.* [annulment of document], 177 SCRA 288 [1989]).

The underlying reasons for the above rulings were that the actions in the Regional Trial Court did not involve physical or de facto possession, and, on not a few occasions, that the case in the Regional Trial Court was merely a ploy to delay disposition of the ejectment proceeding, or that the issues presented in the former could quite as easily be set up as defenses in the ejectment action and there resolved. This is specially true in the cases at bar, where the petitioners-lessees' claims --- that the lessors (and the buyer of the leased premises) had violated their leasehold rights because (a) they (the lessees) were not accorded the right of preemption, (b) the buyer was not required to respect their leases, and (c) the lessees were denied the option to renew their leases upon the expiration thereof --- constituted their causes of action in the suits commenced by them in the Regional Trial Court.[15]

In *Leopoldo Sy v. Court of Appeals, et al.*, G.R. No. 95818, August 2, 1991,[16] for instance, the following pronouncements were made:

“Private respondents insist that the Rule on Summary Procedure does not apply since there is a question of ownership involved albeit in another case pending in another court, that is, the aforesaid Civil Case No. 88-47264 in the Regional Trial Court of Manila. We apprehend that if this theory is adopted, the applicability of the Rule on Summary Procedure in ejectment cases could easily be thwarted by the defendant through the simple expedient of filing an action in the regional trial court contesting the plaintiffs ownership over the property from which defendant is sought to be evicted. Hence, the obvious intimation of private respondents that the regular procedure, and not the summary procedure, should be followed * * does not impress us as being endowed with legal or logical support.

“* * * * *

“Thus, the fact that the tenant had previously filed a separate action in the former Court of First Instance involving the ownership of the land is not a valid reason to frustrate the summary remedy of ejectment. Such action filed by the tenant only lends credence to the fact that the ejectment case filed by plaintiffs against the former does not involve the question of title. (*Lozada vs. Abragan, et al.*, 66 SCRA 600 [1975]). This is so because the judgment rendered in an ejectment case shall not bar an action between the same parties respecting title to the land or building nor shall it be held conclusive of the facts therein found in a case between the same parties upon a different cause of action involving possession. (*Ang Ping, et al. vs. Regional Trial Court of Manila, Branch 40, et al.*, 154 SCRA 77 [1987]). Furthermore in ejectment cases the jurisdiction of the court is determined by the allegations of the complaint, not by the defenses raised by defendant. (*Ramirez v. Chit*, 21 SCRA 1364 [1967]).

“* * *. The pendency of the action for reconveyance does not constitute a compelling reason to delay the termination of an ejectment case, for it gives rise merely to an expectancy that the documents assailed therein may be nullified and the subject properties may be ordered reconveyed to private respondents, as compared to the clear, actual and existing legal right of petitioner to the possession of the subject property as the registered owner. (*Galgala, et al. vs. Benguet Consolidated, Inc., et al.*, 177 SCRA 288 [1989]).”

The precedents invoked by the petitioners[17] do not represent current and prevailing doctrine; they might at most be deemed exceptions justifying the general rule. Moreover, the facts in the rulings invoked by them are quite readily distinguishable from the numerous precedents upholding said general rule.

Thus, as regards the seemingly contrary ruling in *Vda. de Legaspi v. Avendaño*, 79 SCRA 135 (1977), this Court observed, in *Salinas v. Navarro*, 126 SCRA 167, 172-173 (1983), that “the exception to the rule in this case of *Vda. de Legaspi* is based on strong reasons of equity not found in the present petition. The right of the petitioners is not so seriously placed in issue in the annulment case as to warrant a deviation, on equitable grounds, from the imperative nature of the rule. In the *Vda. de Legaspi* case, execution of the decision in the ejectment case would also have meant demolition of the premises, a factor not present in this petition.”

Vda. de Murga v. Chan, 25 SCRA 441 (1968) is not in point. In that case, the essential requisite of an unequivocal demand to vacate and surrender the premises had not been fulfilled, as the demand actually made on the lessee was in the alternative: either pay rentals at an increased rate, or if this be unacceptable, to surrender the leased property. Furthermore, it appeared that the defendant’s lease had not been legitimately ended but, on the contrary, had been automatically renewed in virtue of a special clause in the lease contract. It was for these reasons that this Court held that the case was “outside the jurisdiction of the municipal court * *.”[18]

Neither is *Valderrama Lumber Manufacturer's Co., Inc. v. L.S. Sarmiento Co.*, 5 SCRA 287 (1962), also relied upon by the petitioners, in point. Here, the ejectment complaint was also found to be fatally defective in that it failed to allege that the plaintiff had been in prior possession of the premises in question, or had been deprived thereof by any of the means set forth in Section 1, Rule 72 of the Rules of Court or that possession was being unlawfully withheld from said plaintiff.

The facts in *Quiambao v. Osorio*, 158 SCRA 674 (1988) are also quite peculiar and differ from those in the cases at bar. *Quiambao v. Osorio* originated from a complaint for forcible entry filed against *Quiambao* in the Malabon Municipal Court by persons claiming to be legitimate possessors of a 30,835-square-meter lot by virtue of Agreement to Sell No. 3482 executed in their favor by the former Land Tenure Administration (later, the Land Authority, then the Department of Agrarian Reform). *Quiambao* moved to dismiss the action, alleging that that agreement had been impugned in an administrative case before the Land Authority and said case constituted a “prejudicial question.” The motion was denied, and *Quiambao* instituted a special civil action of certiorari in the Court of First Instance to nullify the order of denial and cause dismissal of the ejectment suit. In this certiorari suit, the Land Authority, by leave of court, intervened “praying that the petition for certiorari be granted and * * (it, the Land Authority) be allowed to decide the matter exclusively.” It further appears that subsequently, the Land Authority promulgated judgment in the administrative case “affirming the cancellation of Agreement to Sell No. 3482” thus making more apparent “the folly of allowing the ejectment case to proceed * * .” Upon these facts, it appearing that the contract on which the plaintiff’s cause of action for ejectment was founded had been cancelled by the proper administrative authority, this Court ordered dismissal of the ejectment case.

Orellano v. Alvestir, 76 SCRA 536 (1977), another precedent cited by the petitioners, originated from an action instituted by *Alvestir* in the Court of First Instance praying that he be adjudged to have the right to continue in possession of a parcel of land despite the sale thereof by the Archbishop of Manila to *Orellano* because said sale had been executed in violation of “Republic Act 1162 as amended by Republic Act No. 1599 to the effect that: ‘That no lot or portion thereof actually occupied by a tenant or occupant shall be sold by the landowner to any other persons than such tenant or occupant, unless the latter renounces in a public instrument his right under this Act.’” What *Orellano* did was to file a suit of unlawful detainer against *Alvestir* in the city court invoking his superior right of possession in virtue of said sale to him by the Archbishop of Manila of the premises in question. Upon these facts, this Court held:[19]

“ * * * *Orellano's* claim of better right of possession in his complaint for ejectment is already in issue in *Alvestir's* action for rescission pending in the Court of First Instance. It does not matter that *Orellano* is defendant in that case whereas he is plaintiff in the city court, as long as the issues raised in the pleadings by

either of the parties require the resolution of the same cause. There is no question here that the same parties are involved in both cases, albeit in Civil Case No. 53664, there are other parties who are not parties in the ejectment suit. (Alzua vs. Johnson, 21 Phil. 308; Juan vs. Go Cotay, 26 Phil. 328). The subject matter is possession of the identical land in dispute. And the cause of Alvestir in the Court of First Instance case is the same cause he alleged as affirmative defense in the detainer case. In any event, it is beyond cavil of doubt that until the question of whether or not Alvestir has a right of priority, under the laws invoked by him, over Orellano to purchase the land in dispute is decided, the matter of who between appellant and appellee has the better right of possession over it cannot be determined. We are not in any way suggesting that appellee's action for rescission is clearly meritorious. What is apparent is that it is not on its face groundless. The contention of appellant that Alvestir cannot have any standing in law, even under the provisions of Republic Act 1162, as amended, invoked by him is a matter that We cannot resolve here. It is but proper, therefore, from any point of view, that Civil Case No. 63664 be allowed to follow its course and the ejectment suit be dismissed.”

As will be seen, a special law was a necessary factor in the controversy, which is a feature that may well serve to distinguish the case from the precedents relied upon by the Trial Court and the Court of Appeals in their adjudication of the cases at bar. In any event, even assuming that there is irreconcilable conflict between Orellano and the other precedents listed and outlined in this opinion, there is no difficulty whatever in concluding that the overwhelming weight of authority is decidedly contrary to Orellano, precluding application thereof to the present cases.

It may well be stressed in closing that as the law now stands, even when, in forcible entry and unlawful detainer cases, “the defendant raises the question of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership,” the Metropolitan Trial Courts, Municipal Trial courts, and Municipal Trial Courts nevertheless have the undoubted competence to resolve “the issue of ownership ** only to determine the issue of possession.”[20]

WHEREFORE, the challenged decision of the Court of Appeals, being entirely in accord with the facts on record and applicable law and jurisprudence, the same is AFFIRMED in toto, and the petitions are DISMISSED. Costs against petitioners.

SO ORDERED.

Cruz, Griño-Aquino, and Medialdea, JJ., concur.
Bellosillo, J., on leave.

[1] Petition: Annex C

[2] Id.: p. 13 and Annex B

[3] Rollo, pp. 35, 38

[4] Petition, Annex C

[5] Together with them, other tenants also sued as co-plaintiffs, namely: Vic Imperial Sales Corporation, Joaquin Kua (doing business under the name and style of "New Center Radio and Electrical Supply"), and Tung Ah Hua & Company (doing business under the name and style of "Victory Auto Supply") (Rollo, CA-G.R. SP No. 23750, p. 19)

[6] SEE footnote 1 and related text, supra

[7] Rollo, CA-G.R. SP. No. 23750, p. 112

[8] By Resolution dated September 17, 1990

[9] Actions of certiorari, prohibition and mandamus under Rule 65 are within the concurrent jurisdictions of the Supreme Court, the Court of Appeals and Regional Trial Courts

[10] Rollo, G.R. No. 98700-01, pp. 29, 34, 36

[11] Petition for review dated May 15, 1991

[12] Rollo, G.R. No. 97637, pp. 29, 32-33

[13] Petition for review dated March 21, 1991

[14] Rollo, G.R. 97637, pp. 8-9; Rollo, G.R No. 98700-01, p. 6

[15] See page 3, *supra*; SEE also footnote 10 and related text (Decision of the Regional Trial Court), *supra*, and footnote 12 and related text (Decision of the Court of Appeals), *supra*

[16] Second Division, per Regalado, J.

[17] SEE page 5, *supra*

[18] At p. 449

[19] At page 542

[20] Sec. 33 (2), Batas Pambansa Bilang 129, eff. Aug. 14, 1981, otherwise known as "The Judiciary Reorganization Act of 1980." Sec. 88, R.A. 296, the Judiciary Act of 1948, empowered courts of the first level, in forcible entry and detainer proceedings, "to receive evidence upon the question of title therein, whatever may be the value of the property, solely for the purpose of determining the character and extent of possession and damages for detention;" and Sec. 3 (c) of R.A. 5967 granted to City Courts jurisdiction in "ejection cases where the question of ownership is brought in issue in the pleadings," to resolve said "issue of ownership ** in conjunction with the issue of possession."

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