

****Title: Nocom v. Camerino****

****Facts:****

The present case stems from Civil Case No. 95-020, where Oscar Camerino, Efren Camerino, Cornelio Mantile, Nolasco Del Rosario (represented by Mildred Del Rosario), and Domingo Enriquez challenged the land sale and mortgage of properties they worked on as agricultural tenants. Victoria Homes, Inc. sold these properties to Springsun Management Systems Corporation (SMSC) without informing the tenants. SMSC mortgaged the property to Banco Filipino, which later foreclosed the mortgage due to nonpayment. Respondents, recognized as agricultural tenants, were entitled to redeem the properties under agrarian law and sought to exercise this right once the RTC of Muntinlupa City ruled in their favor.

Mariano Nocom, the petitioner, paid the tenants for their “inchoate and contingent rights” over the properties, and they executed an “Irrevocable Power of Attorney” assigning him rights to deal with said properties. As SMSC refused to accept the redemption price tendered through Nocom, it was deposited with the RTC, and the titles were transferred to the respondents with annotations for the power of attorney. Disputes arose leading to a series of court proceedings including summary judgment and interventions which annulled the power of attorney and ordered Nocom to return the land titles.

****Issues:****

1. Whether the Court of Appeals erred in dismissing the appeal for lack of jurisdiction.
2. Whether the summary judgment was proper despite disputed factual issues.
3. Whether the absence of an indispensable party warranted annulment of the summary judgment.
4. Whether the claim should be dismissed for non-payment of correct docket fees, questioning the nature of the action filed.

****Court’s Decision:****

1. ****Dismissal of Appeal****: The Supreme Court ruled that the Court of Appeals erred in dismissing the appeal, as it should have been brought direct to the Supreme Court because the summary judgment involved questions of law. The petitioner’s appeal raising factual issues was valid; thus, it had jurisdiction.
2. ****Summary Judgment****: The Court found the summary judgment improper as factual disputes existed, requiring full trial on merits. Particularly, issues on the execution validity of the power of attorney and whether it was champertous necessitated evidence

presentation.

3. ****Indispensable Party****: The non-joinder of the respondent's counsel (Atty. Santos) as a party was significant but did not warrant dismissal. Courts should have required respondents to include him, given his alleged role in facilitating the disputed agreement.

4. ****Docket Fees****: The Court noted that the case, being a personal action for revocation of the power of attorney, was not an action for the recovery of title and possession of real property, making the docket fees paid correct based on the nature of the case. However, upon any changes to seek ownership recovery directly, additional fees would be required.

****Doctrine:****

The case reiterates principles regarding the proper rendition of summary judgments, emphasizing that genuine factual disputes preclude summary disposition. It also underscores the necessity of joining all indispensable parties early in proceedings.

****Class Notes:****

- Summary judgment requires no genuine issue of material fact.
- Non-joinder of indispensable parties can render judgments void but should lead to the party's inclusion.
- The nature of legal action determines docket fee requirements.
- The distinction between personal vs. real actions has procedural implications.

****Historical Background:****

The case unfolds amidst ongoing agrarian reform movements in the Philippines, reflecting tensions between statutory tenant rights and private land ownership. The original judgment under agrarian law aimed to balance land tenure security with property rights amidst socio-economic reforms favoring farmer-tenants.