

SECOND DIVISION

[G.R. No. 152886, November 15, 2002]

ROSENDO E. CAPIRAL, PETITIONER, VS. SPS. MAXIMA JIMENEZ VALENZUELA AND DANIEL VALENZUELA, RESPONDENTS.

DECISION

MENDOZA, J.:

This is a petition for review on *certiorari* of the orders, dated January 23, 2002^[1] and April 4, 2002,^[2] of the Regional Trial Court, Branch 258, Parañaque City, dismissing for lack of jurisdiction a complaint filed by petitioner Rosendo E. Capiral against respondent spouses Maxima Jimenez Valenzuela and Daniel Valenzuela.

Petitioner Rosendo E. Capiral alleged in his complaint, captioned "For DAMAGES," that he had been "tenant-tiller" since 1957 of two parcels of land in Barrio Ibayo, Parañaque, owned by Facundo and Lorenza Santos; that in 1960, without his knowledge and in violation of his right as "tenant-tiller," the Santoses subdivided the two parcels of land and sold the resulting lots, including the portion occupied by petitioner, which were denominated as Lots 32 and 33, to respondent spouses Maxima Jimenez Valenzuela and Daniel Valenzuela, in whose names TCT No. 84665, covering Lot 32, and TCT No. 84666, covering Lot 33, were issued; that petitioner entered into an agreement with a certain Joaquin "Jack" Rodriguez, whereby he would negotiate with the owners of the properties, including Lots 32 and 33, for the sale of the same to Rodriguez in consideration of which Rodriguez promised to give him (petitioner) a third of the properties, preferably Lots 32 and 33;^[3] that pursuant to their agreement, Rodriguez issued a check^[4] for P347,200.00 in favor of respondent Maxima Jimenez Valenzuela; that petitioner signed a Deed of Absolute Sale^[5] covering Lots 32 and 33 for P1,347,200.00; that the total assessed value of the said lots is P336,800.00; and that (apparently in violation of the alleged agreement) respondents had threatened to oust petitioner and his family from Lots 32 and 33 and offered the same for sale to others. Petitioner prayed that a temporary restraining order or a writ of preliminary injunction be issued to restrain respondents from ousting him and his children from the lots and demolishing their houses thereon and from selling the subject lots to others, and that respondents be ordered to sell the lots to him at the agreed price or to pay him the market value of all the improvements which he and his children had made on the two lots and the amounts of P50,000.00 plus P2,000.00 per court appearance as attorney's fees, P50,000.00 as reimbursement of litigation expenses, and costs of the suit.

The full text of the complaint reads:

COMPLAINT

PLAINTIFF by counsel, to this Honorable Court, respectfully states:

1. Plaintiff is of legal age, widower, Filipino and residing at Lower Sta. Ana, Bgy. Sun Valley, Parañaque City, where he may be served with notices and other court processes;
2. That defendants are wife and husband, both of legal age, Filipinos, and residing at 18th Street, Sto. Nino, Parañaque City, where they may be served with summons and other court processes.
3. That Facundo Santos and Lorenza (brother and sister) are owners of two (2) adjoining parcels of land, identified as lots nos. 3486 and 3488, more particularly described as follows:

ORIGINAL CERTIFICATE OF TITLE NO. 3111

"A parcel of land unirrigated rice land (Lot No. 3486 of Parañaque Cadastre) plan Psd-172519-B, L.R. Case No. N-2387 LRC Record No. N-17034, situated at Barrio Ibayo, Parañaque, Rizal. Bounded on the N., by property of Lorenza Santos; on the SE., by a creek; and on the W., by property of Sixto Carabeoxxx containing an area of 19,698 square meters, more or less, originally covered by OCT No. 2111 issued on October 8, 1959 in the name of Facundo Santos."

ORIGINAL CERTIFICATE OF TITLE NO. 2112

"A parcel of land unirrigated rice land (Lot No. 3488 of Parañaque Cadastre) plan Psd-172518-B. L.R. Case No. N-2386, Ibayo, Parañaque, Rizal. Bounded on the N., by property of Pedro Siojo and Lot 2; on the E., by property of Teodulo Cruz; on the SE., by a creek; on the SW., by property of Facundo Santos xxx containing an area of 19,698 square meters, more or less, originally covered by OCT No. 2112, issued on October 9, 1959 in the name of Facundo Santos."

4. That as early as 1957, plaintiff was already cultivating and tilling the aforescribed landholding, planting it with palay, and built his house therein and, in the course of time, his children also built their respective houses.
5. That sometime in 1960, with unlawful intent to evade the rights of herein plaintiff-tenant and without his knowledge and consent, the owners Facundo Santos and Lorenza Santos were able to consolidate and subdivide Lots Nos. 3486 and 3488 into 40 smaller lots, to facilitate disposal by either sale or mortgage, of which Lots 32 and 33 are a part as per plan (LRC) PCS-1064 hereto attached and made integral part hereof as Annex "A."
6. That plaintiff as tenant and his children built their respective houses in good faith which houses are situated at Lots 32 and 33 (LRC) PCS-1064, located at Lower Sta. Ana, Bgy. Sun Valley, Parañaque City;
7. That without the knowledge and consent of plaintiff-tenant, defendants allegedly acquired in 1961 from plaintiff's landlord, Facundo Santos/Lorenza Santos the aforementioned Lots 32 and 33, despite the fact that plaintiff-tenant was already then cultivating and tilling the same, planting it with palay, and in physical possession of said 2 lots where plaintiff's house stands since 1957.

8. That on September 11, 1995, plaintiff and Joaquin Rodriguez entered into an Agreement wherein "it has been agreed upon that xx Lots 32 and 33 covered by TCT Nos. xxxx 84665 and 8^[4] 666 xxx owned by Maxima Jimenez Valenzuela xxx shall be transferred in the name of the FIRST PARTY (Rosendo E. Capiral) as a priority of this agreement, which shall be deductible from the proportional rights of the FIRST PARTY after such purchase by the SECOND PARTY," copy of the said agreement is hereto attached as "Annex B."

9. That in 1996, the parties herein and Joaquin Rodriguez agreed to transfer the titles of Lots 32 and 33 to the plaintiff herein for an agreed consideration to be paid by Joaquin Rodriguez considering that plaintiff had already accumulated 1,958.17 sq. meters due [to] herein plaintiff under "Annex B" hereof. The plaintiff herein signed the corresponding Deed of Absolute Sale and Joaquin Rodriguez issued his check in the amount of P347,200.00 to enable Seller [to] settle her tax obligations, copies of the Deed of Absolute Sale is hereto attached as "Annex C," the check issued as "Annex D," and its Voucher as "Annex E."

10. That the assessed value of subject lots are P167,600.00 and P169,200.00 or a total of P336,800.00;

11. That defendants and those acting under them are doing and are threatening to oust the plaintiff and his family from Lots 32 and 33 and to demolish the homes of the plaintiff and his children's families located at Lots 32 and 33, in violation of plaintiff's rights as tenant, builder in good faith, and for being in peaceful and continuous possession of subject Lots 32 and 33 for 45 years now.

12. Defendants are offering Lots 32 and 33 for sale to squatters, boarders, etc. creating/resulting [in a] r[a]sh [of] forcible entries and undue disturbance in plaintiff's peaceful possession of subject lots, if not quarrels.

13. That plaintiff is entitled to the relief herein demanded which consists in the continuous possession by plaintiff of subject lands, the non-demolition of their homes [on] subject lots, restraining defendants and all those acting in their behalf from forcible taking of the possession of subject lots and restoration of the possession to plaintiff. That defendants and those acting under them are doing, threatening or about to do or is procuring to be done some acts in violation of plaintiff's rights over the [lots] subject of this action. That the commission and continuance of the acts complained of during the litigation would probably work injustice to the plaintiff.

14. That plaintiff hereby applies for a Temporary Restraining Order or a writ of Preliminary Injunction to restrain defendants and those acting under them from further committing acts intended to render plaintiff and his families homeless and to dispossess them of the possession of subject Lots 32 and 33 for 45 years.

15. That defendants are likewise offering subject lots for sale to plaintiff no longer at the previously agreed price but at a very exorbitant selling price. Plaintiff still sticks to the previously agreed price.