

EN BANC

[A.M. No. MTJ-91-567, December 06, 1996]

**MODESTO T. UALAT, COMPLAINANT, VS. JUDGE JOSE O. RAMOS,
RESPONDENT. [A.M. NO. MTJ-91-588. DECEMBER 6, 1996]
QUIRINO SABIO, COMPLAINANT, VS. JUDGE JOSE O. RAMOS,
RESPONDENT.**

DECISION

PANGANIBAN, J.:

Ignorance of the law on the part of a **judge** is not only most ignominious, it is also prejudicial to litigants and the administration of justice as a whole. Magistrates are well-advised to keep abreast of the latest in legislation and jurisprudence, and avoid dealing out injustice and reaping embarrassment for themselves.

These are two (2) administrative cases^[1] filed by complainants Quirino Sabio and Modesto Ualat against respondent Judge Jose O. Ramos of the Municipal Trial Court (MTC) of Echague, Isabela, for "knowingly rendering (an) unjust judgment, ignorance of the law and serious misconduct" relative to his taking cognizance of an action docketed as Civil Case No. 827 and entitled "*Leonardo Coma vs. Quirino Sabio and Modesto Ualat*," which according to complainants is an agrarian dispute and therefore beyond the jurisdiction of the MTC.

The Facts

Complainant Sabio claims that he is an agricultural lessee of an agricultural land consisting of 4.7 hectares owned by Leonardo Coma. Complainant Ualat, on the other hand, alleges that he is Sabio's caretaker. It appears from the two complaints that on August 6, 1990, complainant Sabio filed with the Department of Agrarian Reform Adjudication Board (DARAB) a complaint for Recovery of Possession^[2] against the landowner and Raymundo Sabio, brother of complainant Sabio. On August 30, 1990, the landowner filed against herein complainants a case for Illegal Detainer with respondent's sala. On July 23, 1990,^[3] the DARAB ruled in favor of complainant Sabio declaring that the right of the complainant as the tenant-tiller to peaceful possession and cultivation should not be disturbed. On November 5, 1990, however, respondent Judge rendered a decision^[4] in favor of the landowner ordering the complainants, among others, to vacate the property.

Complainants now contend that, notwithstanding knowledge of the Department Agrarian Reform (DAR) resolution, and the fact that Civil Case No. 827 falls within the exclusive jurisdiction of the DAR, respondent Judge, using his "power and authority," took cognizance of the case because of personal interest and motive. They claim that during the pendency of the case, respondent Judge, thru his son and brother, cultivated a portion of the land subject matter of the case.

Complainant Ualat, on the other hand, alleges that as the result of the unjust decision, his residential house which is not the subject of the lease was levied upon by the sheriff, and argued that as mere caretaker, he could not be held "jointly and severally" liable to pay the obligations of Quirino Sabio as agricultural tenant.

Respondent Judge submitted his Comments dated May 2, 1992^[5] and March 7, 1992^[6] to the aforesaid complaints. In denying the charges, respondent Judge alleged that he was without knowledge or information about the complaint with the DAR, nor was he made aware of the DAR resolution because nothing of this sort was stated by the parties in their pleadings, nor were these brought out during the proceedings. Thus, on the basis of the evidence presented, he ruled that the relationship between the landowner and herein complainants is that of "civil lease."

Respondent judge denied that he had any personal interest in the agricultural land subject matter of the case, arguing that he did not have a hand in the "civil lease" contract entered into by his son and the landowner and that if he had prior knowledge of it, he could have dissuaded his son from entering into the lease contract to avoid any suspicions. His brother and his son allegedly entered the land in dispute with the consent of the owner.

Respondent Judge explained that complainant Ualat was held jointly and severally liable to pay the rentals in arrears because he was a co-defendant in the "civil lease", and that execution of the decision had long been implemented but this complaint is being filed only to harass him because of the contempt proceedings instituted by the landowner against herein complainants. Complainant Ualat, if he was not satisfied with the ruling of the respondent, could have timely filed an appeal, but he decided to appeal only when the judgment had already been executed.

Investigation By Executive Judge

The Court *en banc* in its resolution^[7] dated August 13, 1992 resolved to refer the case to the Executive Judge, Regional Trial Court, Echague, Isabela, for investigation, report and recommendation. In his Joint Report and Recommendation^[8] dated April 19, 1996, Judge Henedino P. Eduarte made the following findings, the pertinent portions of which are hereby quoted as follows, to wit:^[9]

"1. The complainants claim that the respondent Judge rendered his decision in the illegal (should be `unlawful') detainer case inspite of his awareness of the complaint of Quirino Sabio against Leonardo Coma and Modesto Ualat filed with the DAR and the latter's resolution dated July 23,1990.

The undersigned read carefully the record of the case particularly the answer of Quirino Sabio and Modesto Ualat, the position paper of Quirino Sabio, the affidavit of Modesto Ualat and the affidavit of their witnesses. The undersigned found no allegation in said pleadings and affidavits about the DAR case. Hence, respondent was not then aware of the DAR case when he rendered the decision.

2. The complainants claim that respondent Judge decided the case inspite of the fact that the Court has no jurisdiction to try the same, as the issues are agrarian in nature.

Jurisdiction is determined by law and in determining whether a court has jurisdiction over a case, the allegation of the complaint, not the answer, must be examined.

In this case, there is no allegation of the complaint that the case is one of agrarian dispute. There is no allegation that Leonardo Coma instituted defendants Quirino Sabio and Modesto Ualat as his tenants on the land. What the complainant alleges is that on December 1, 1988, Leonardo Coma entered into a civil lease contract with defendant Quirino Sabio whereby for a consideration of P11,178.00, Leonardo Coma leased his 4.7 hectares of land to Quirino Sabio for one (1) cropping only which will terminate on April 1, 1989; that this lease contract was renewed by the parties on May 3, 1989 where the land was again leased for one (1) cropping season only to terminate on or before September 30, 1989 for a consideration of 81 cavans of palay; that Leonardo Coma and Quirino Sabio renewed their lease contract on January 24, 1990 for a period of one (1) cropping only to terminate on or before March 1990 for a consideration of 71 cavans of palay; that defendant Quirino Sabio violated the lease contract by subleasing a portion of the land to defendant Modesto Ualat and by his failure to pay the full rental of the land, that the duration of the lease contract had already expired.

There is nothing in the lease contract agreement dated December 1, 1988, May 3, 1989 and January 24, 1990 that it is the intention of the parties to enter into a contract of tenancy. On the other hand, it is apparent from the provisions of the lease contracts stipulating that it is for one (1) cropping only that the parties never agreed to enter into a tenancy contract

It is in the answer of the defendants Quirino Sabio and Modesto Ualat that they alleged that Leonardo Coma instituted defendant Quirino Sabio as his tenant over the land in 1984; that Quirino Sabio took possession and cultivation of the land up to 1987 when Leonardo Coma gave the possession and cultivation of the land to his nephew for one year and thereafter, defendant Quirino Sabio re-entered and cultivated the land again; that on the other hand, defendant Modesto Ualat entered and cultivated a portion of 4,000 square meters and cultivated it believing that it is not a part of the land in question.

Thus, from all the foregoing facts, respondent Judge may not be faulted when he said that he had jurisdiction over the case and then proceeded to decide it on its merits. However, respondent Judge should have exercised prudence and caution considering the allegation of tenancy by the defendant Quirino Ualat and his insistence that the Court has no jurisdiction over the case, by setting the case for hearing and asking clarificatory questions. This would have elicited the DAR case and the resolution dated July 23, 1990. Respondent Judge did not do this. He proceeded to decide the case ordering the ejectment of defendants

Quirino Sabio and Modesto Ualat.

3. Complainant Modesto Ualat faults the respondent Judge for ordering him and Quirino Sabio to pay jointly and severally to the plaintiff Leonardo Coma 'the current rentals at the rate of P18,000.00 per cropping season until plaintiff is restored in the possession of the land leased premises; and to pay attorney's fees in the amount of P3,000.00'.

The decision of respondent Judge does not state the reason for ordering Modesto Ualat to pay jointly and severally with defendant Quirino Sabio P18,000.00 to the plaintiff Leonardo Coma as rentals of the land until possession is restored to the plaintiff.

From the record of the case, the available evidence on this point is the affidavit of Leonardo Coma that Quirino Sabio sublet a portion of 1.4 hectares of the land to Modesto Ualat.

On the other hand, Quirino Sabio and Modesto Ualat alleged in their answer that Modesto Ualat entered and cultivated a portion of 4,000 square meters thinking that it is not part of the land in question. This is reiterated in the affidavit of Modesto Ualat.

In his testimony, respondent Judge declared that he ordered Modesto Ualat to pay jointly and severally with Quirino Sabio the P18,000.00 to the plaintiff Leonardo Coma because they conspired to deprive the plaintiff of the rentals of his land. This is not supported by the evidence available from the record of the case and this is not stated in the decision of respondent Judge.

Obviously, respondent Judge gave credence to the evidence of plaintiff that Quirino Sabio subleased a portion of 1.4 hectares of the land to Modesto Ualat. However, it is not correct to hold Modesto Ualat jointly and severally liable to the lessor Leonardo Coma for the current rentals of the land because a sublessee is only subsidiarily liable for rentals to the lessor.

"Article 1652. The sublessee is subsidiarily liable to the lessor for any rent due from the lessee. However, the sub-lessee shall not be responsible beyond the amount of rent due from him in accordance with the terms of the sublease, at the time of the extra-judicial demand by the lessor." (Civil Code)

4. The claim of complainant Quirino Sabio that he appealed the decision of respondent Judge to the RTC is not correct. The record of the case does not show that he appealed said decision. He admitted later in his testimony that it is only defendant Modesto Ualat who appealed the decision of respondent Judge.

5. Complainant Modesto Ualat faults respondent Judge for denying his appeal. The denial however, is correct. Atty. Marcelo C. Cabalbag, counsel of defendants, received copy of the decision on November 23, 1990 per Registry Return Card found on page 47 of the record of the case. He filed

his notice of appeal dated January 17, 1991 for defendant Modesto Ualat which was received by the Court on January 21, 1991. Even if it is conceded that the notice of appeal was filed on January 17, 1991, it was clearly filed out of time.

After the denial of his notice of appeal and the disqualification of his counsel, Modesto Ualat filed his own notice of appeal on April 27, 1991 which the Court received on January 17, 1991 (sic), it is obvious that the notice of appeal was filed late. Thus, the respondent Judge is also correct in denying this appeal of defendant Modesto Ualat.

6. The complainants alleged that respondent Judge has personal interest and motive on the land in dispute because thereafter, they discovered that the brother and son of respondent Judge intruded and cultivated portion of the land.

Respondent Judge, admitted that his brother Rey Ramos took possession of and cultivated the land because he entered into a contract of lease with the landowner Leonardo Coma after the case was decided. After the termination of the lease with Rey Ramos, Leonardo Coma also entered into a lease contract with respondent's son, Joscar Ramos, an accountant and a part-time farmer who does not live with the respondent Judge. According to respondent Judge, he had no hand in the contract between his son and Leonardo Coma as he has his own life to live.

Considering the fact that there is no evidence that respondent Judge bent the facts and the law in order to decide the case in favor of the plaintiff, that his brother and son entered into a contract of lease after the case was already decided and the decision became final, and that as admitted by the complainants the respondent Judge has big hectares of land, the conclusion that respondent Judge has interest and personal motive on the land in dispute is not warranted.

All told, of the several charges leveled against the respondent Judge, only one which charges him of committing an error in ordering Modesto Ualat jointly and severally liable with Quirino Sabio for the payment of the current rentals of the land is substantiated and found correct. This is, however, a mistake of judgment or law which every judge commits every now and then inspite of his earnest study of the law and honest application thereof to the facts of the case. Most probably, since the lease contract had already expired, the respondent Judge considered the act of Quirino Sabio in subleasing the portion of the land to Modesto Ualat and the latter's cultivation thereof, as quasi-delict intended, as respondent Judge declared in his testimony, to deprive the landowner of the rental of his land. This is, however, inconsistent with his holding that Modesto Ualat is a sublessee."

In the same report, the Investigating Judge, among other things, recommended the dismissal of the complaint against respondent judge with a stern warning, however, that he should be more careful especially in those cases where a defendant claims to be the tenant of the land in question, and that he should conduct a preliminary