

## SECOND DIVISION

[ G.R. No. 134971, March 25, 2004 ]

**HERMINIO TAYAG, PETITIONER, VS. AMANCIA LACSON,  
ROSENDO LACSON, ANTONIO LACSON, JUAN LACSON, TEODISIA  
LACSON-ESPINOSA AND THE COURT OF APPEALS,  
RESPONDENTS.**

### D E C I S I O N

**CALLEJO, SR., J.:**

Before us is a petition for review on *certiorari* of the Decision<sup>[1]</sup> and the Resolution<sup>[2]</sup> of respondent Court of Appeals in CA-G.R. SP No. 44883.

#### The Case for the Petitioner

Respondents Angelica Tiotuyco Vda. de Lacson,<sup>[3]</sup> and her children Amancia, Antonio, Juan, and Teodosia, all surnamed Lacson, were the registered owners of three parcels of land located in Mabalacat, Pampanga, covered by Transfer Certificates of Title (TCT) Nos. 35922-R, 35923-R, and 35925-R, registered in the Register of Deeds of San Fernando, Pampanga. The properties, which were tenanted agricultural lands,<sup>[4]</sup> were administered by Renato Espinosa for the owner.

On March 17, 1996, a group of original farmers/tillers, namely, Julio Tiamson, Renato Gozun, Rosita Hernandez, Bienvenido Tongol, Alfonso Flores, Norma Quiambao, Rosita Tolentino, Jose Sosa, Francisco Tolentino, Sr., Emiliano Laxamana, Ruben Torres, Meliton Allanigue, Dominga Laxamana, Felicencia de Leon, Emiliano Ramos, and another group, namely, Felino G. Tolentino, Rica Gozun, Perla Gozun, Benigno Tolentino, Rodolfo Quiambao, Roman Laxamana, Eddie San Luis, Ricardo Hernandez, Nicenciana Miranda, Jose Gozun, Alfredo Sosa, Jose Tiamson, Augusto Tolentino, Sixto Hernandez, Alex Quiambao, Isidro Tolentino, Ceferino de Leon, Alberto Hernandez, Orlando Flores, and Aurelio Flores,<sup>[5]</sup> individually executed in favor of the petitioner separate Deeds of Assignment<sup>[6]</sup> in which the assignees assigned to the petitioner their respective rights as tenants/tillers of the landholdings possessed and tilled by them for and in consideration of P50.00 per square meter. The said amount was made payable "when the legal impediments to the sale of the property to the petitioner no longer existed." The petitioner was also granted the exclusive right to buy the property if and when the respondents, with the concurrence of the defendants-tenants, agreed to sell the property. In the *interim*, the petitioner gave varied sums of money to the tenants as partial payments, and the latter issued receipts for the said amounts.

On July 24, 1996, the petitioner called a meeting of the defendants-tenants to work out the implementation of the terms of their separate agreements.<sup>[7]</sup> However, on August 8, 1996, the defendants-tenants, through Joven Mariano, wrote the

petitioner stating that they were not attending the meeting and instead gave notice of their collective decision to sell all their rights and interests, as tenants/lessees, over the landholding to the respondents.<sup>[8]</sup> Explaining their reasons for their collective decision, they wrote as follows:

*Kami ay nagtiwala sa inyo, naging tapat at nanindigan sa lahat ng ating napagkasunduan, hindi tumanggap ng ibang buyer o ahente, pero sinira ninyo ang aming pagtitiwala sa pamamagitan ng demanda ninyo at pagbibigay ng problema sa amin na hindi naman nagbenta ng lupa.*

*Kaya kami ay nagpulong at nagpasya na ibenta na lang ang aming karapatan o ang aming lupang sinasaka sa landowner o sa mga pamilyang Lacson, dahil ayaw naming magkaroon ng problema.*

*Kaya kung ang sasabihin ninyong ito'y katangahan, lalo sigurong magiging katangahan kung ibebenta pa namin sa inyo ang aming lupang sinasaka, kaya pasensya na lang Mister Tayag. Dahil sinira ninyo ang aming pagtitiwala at katapatan.<sup>[9]</sup>*

On August 19, 1996, the petitioner filed a complaint with the Regional Trial Court of San Fernando, Pampanga, Branch 44, against the defendants-tenants, as well as the respondents, for the court to fix a period within which to pay the agreed purchase price of P50.00 per square meter to the defendants, as provided for in the Deeds of Assignment. The petitioner also prayed for a writ of preliminary injunction against the defendants and the respondents therein.<sup>[10]</sup> The case was docketed as Civil Case No. 10910.

In his complaint, the petitioner alleged, *inter alia*, the following:

4. That defendants Julio Tiamson, Renato Gozun, Rosita Hernandez, Bienvenido Tongol, Alfonso Flores, Norma Quiambao, Rosita Tolentino, Jose Sosa, Francisco Tolentino, Sr., Emiliano Laxamana, Ruben Torres, Meliton Allanigue, Dominga Laxamana, Felicencia de Leon, Emiliano Ramos are original farmers or direct tillers of landholdings over parcels of lands covered by Transfer Certificate of Title Nos. 35922-R, 35923-R and 35925-R which are registered in the names of defendants LACSONS; while defendants Felino G. Tolentino, Rica Gozun, Perla Gozun, Benigno Tolentino, Rodolfo Quiambao, Roman Laxamana, Eddie San Luis, Alfredo Gozun, Jose Tiamson, Augusto Tolentino, Sixto Hernandez, Alex Quiambao, Isidro Tolentino, Ceferino de Leon, Alberto Hernandez, and Aurelio Flores are sub-tenants over the same parcel of land.
5. That on March 17, 1996 the defendants TIAMSON, et al., entered into Deeds of Assignment with the plaintiff by which the defendants assigned all their rights and interests on their landholdings to the plaintiff and that on the same date (March 17, 1996), the defendants received from the plaintiff partial payments in the amounts corresponding to their names. Subsequent payments were also received:

	1 <sup>st</sup> PAYMENT	2 <sup>nd</sup> PAYMENT	CHECK NO.	TOTAL
1. Julio Tiamson - - - - - -	P 20,000		P 231281	P 30,621.54
		10,621.54		
2. Renato Gozun - - - - - - [son of Felix Gozun (deceased)]	P 10,000	96,000		106,000.00
3. Rosita Hernandez - - - -	P 5,000	14,374.24	231274	P 19,374.24
4. Bienvenido Tongol - - - Son of Abundio Tongol (deceased)]	P 10,000	14,465.90	231285	24,465.90
5. Alfonso Flores - - - - - -	P 30,000	26,648.40	231271	56,648.40
6. Norma Quiambao - - - -	P 10,000	41,501.10	231279	51,501.10
7. Rosita Tolentino - - - - -	P 10,000	22,126.08	231284	32,126.08
8. Jose Sosa - - - - - - - - -	P 10,000	14,861.31	231291	24,861.31
9. Francisco Tolentino, Sr.	P 10,000	24,237.62	231283	34,237.62
10. Emiliano Laxamana - -	P 10,000	-----	-----	-----
11. Ruben Torres - - - - - - [Son of Mariano Torres (deceased)]	P 10,000		P -----	P 43,587.31
		33,587.31		
12. Meliton Allanigue	P 10,000	12,944.77	231269	P 22,944.77
13. Dominga Laxamana	P 5,000	22,269.02	231275	27,269.02
14.	10,000	-----	-----	-----

Felicencia de Leon				
15.	5,000	18,869.60	231280	23,869.60
Emiliano Ramos				
16. Felino	10,000	-----	-----	-----
G. Tolentino				
17. Rica	5,000	-----	-----	-----
Gozun				
18. Perla	10,000	-----	-----	-----
Gozun				
19. Benigno	10,000	-----	-----	-----
Tolentino				
20. Rodolfo	10,000	-----	-----	-----
Quiambao				
21. Roman	10,000	-----	-----	-----
Laxamana				
22. Eddie	10,000	-----	-----	-----
San Luis				
23. Ricardo	10,000	-----	-----	-----
Hernandez				
24.	10,000	-----	-----	-----
Nicenciana				
Miranda				
25. Jose	10,000	-----	-----	-----
Gozun				
26. Alfredo	5,000	-----	-----	-----
Sosa				
27. Jose	10,000	-----	-----	-----
Tiamson				
28.	5,000	-----	-----	-----
Augusto				
Tolentino				
29. Sixto	10,000	-----	-----	-----
Hernandez				
30. Alex	10,000	-----	-----	-----
Quiambao				
31. Isidro	10,000	-----	-----	-----
Tolentino				
32.	----	11,378.70	231270	-----
Ceferino de Leon	--			
33. Alberto	10,000	-----	-----	-----
Hernandez				
34. Orlando	10,000	-----	-----	-----
Florez				
35. Aurelio	10,000	-----	-----	-----
Flores				

6. That on July 24, 1996, the plaintiff wrote the defendants TIAMSON, et al., inviting them for a meeting regarding the negotiations/implementations of the terms of their

Deeds of Assignment;

7. That on August 8, 1996, the defendants TIAMSON, et al., through Joven Mariano, replied that they are no longer willing to pursue with the negotiations, and instead they gave notice to the plaintiff that they will sell all their rights and interests to the registered owners (defendants LACSONS).

A copy of the letter is hereto attached as Annex "A" etc.;

8. That the defendants TIAMSON, et. al., have no right to deal with the defendants LACSON or with any third persons while their contracts with the plaintiff are subsisting; defendants LACSONS are inducing or have induced the defendants TIAMSON, et. al., to violate their contracts with the plaintiff;
9. That by reason of the malicious acts of all the defendants, plaintiff suffered moral damages in the forms of mental anguish, mental torture and serious anxiety which in the sum of P500,000.00 for which defendants should be held liable jointly and severally.

[11]

In support of his plea for injunctive relief, the petitioner, as plaintiff, also alleged the following in his complaint:

11. That to maintain the status quo, the defendants TIAMSON, et al., should be restrained from rescinding their contracts with the plaintiff, and the defendants LACSONS should also be restrained from accepting any offer of sale or alienation with the defendants TIAMSON, et al., in whatever form, the latter's rights and interests in the properties mentioned in paragraph 4 hereof; further, the LACSONS should be restrained from encumbering/alienating the subject properties covered by TCT No. 35922-R, 35923-R and TCT No. 35925-R, Registry of Deeds of San Fernando, Pampanga;
12. That the defendants TIAMSON, et al., threaten to rescind their contracts with the plaintiff and are also bent on selling/alienating their rights and interests over the subject properties to their co-defendants (LACSONS) or any other persons to the damage and prejudice of the plaintiff who already invested much money, efforts and time in the said transactions;
13. That the plaintiff is entitled to the reliefs being demanded in the complaint;
14. That to prevent irreparable damages and prejudice to the plaintiff, as the latter has no speedy and adequate remedy under the ordinary course of law, it is essential that a Writ of Preliminary Injunction be issued enjoining and restraining the defendants