

THIRTEENTH DIVISION

[CA-G.R. SP No. 134103, November 24, 2014]

MARY ANNE MORA MORIE, AND ALL PERSONS CLAIMING RIGHTS UNDER HER, REPRESENTED BY HER ATTORNEY-IN-FACT, HOMER C. RAZADO, PETITIONER, VS. SPOUSES ANDRE MAURICE GESLANI FAUSTO IV AND MARIA CHRISTINA VILLARUZ FAUSTO, REPRESENTED BY JULIUS C. VILLARUZ, RESPONDENTS.

DECISION

DIAMANTE, J.:

Before Us for resolution is the present Amended Petition For Review under Rule 42 of the 1997 Revised Rules of Civil Procedure filed by the petitioner which seeks to reverse and set aside the January 22, 2014 Decision^[1] of the Muntinlupa City Regional Trial Court (RTC), Branch 206, in Civil Case No. 13-333. The dispositive portion of the assailed Decision reads, thus:

"WHEREFORE, the appeal is dismissed for lack of merit. The dispositive portion of the assailed decision is affirmed *in toto*.

SO ORDERED."^[2]

The antecedents, as summarized by the RTC, are as follows:

"On September 18, 2011, the plaintiffs-appellees filed a complaint for unlawful detainer against the defendant-appellant before the MeTC Branch 80, Muntinlupa City, seeking to eject the latter from a property located at 209 Cordillera St., Ayala Alabang Village, Alabang, Muntinlupa City, on the strength of a title over the property showing that it is now registered under their names after she has sold it to them.

In her Answer, the defendant-appellant averred that she remains the true and lawful owner of the subject property because the real transaction that she has entered with plaintiffs-appellees is a contract of loan with mortgage and not a contract of sale. She said that when she obtained a loan from the plaintiffs-appellees in the amount of Php36,000,000.00, the plaintiff demanded that a Deed of Sale of Real Property with a Right of First Refusal to Purchase be executed. However, she argued that said Deed of Sale contains the same terms and conditions as with a loan agreement, to wit: (1) the consideration of the sale is Php36,000,000.00; (2) the right of repurchase shall be exercised within four (4) months which is the maturity of the loan obligation; and (3) the price of the right of repurchase is Php41,040,000.00.

Subsequently, however, she said that the plaintiffs-appellees caused the cancellation of the title to the property on September 2, 2011 and had it transferred to their names without her knowledge. She further averred that verification with the Registry of Deeds of Muntinlupa City revealed that what the plaintiffs-appellees presented to that office in order to effect the transfer is a falsified Deed of Absolute Sale and not the Deed of Sale of Real Property with Right of First Refusal to Purchase that they have executed. According to her, the plaintiffs-appellees had to do it because if they are going to present the document that they, in fact, executed, it could not possibly be registered sans a judicial order issued pursuant to Article 1607 of the Civil Code of the Philippines.

Thus, she argued that the transfer of title to the plaintiffs-appellees' names is null and void and that she possesses the property as the owner thereof and not by mere tolerance as the plaintiffs-appellees allege[d].

The defendant-appellant likewise interposed as a defense that granting without admitting that the plaintiffs-appellees are now the rightful owner[s] of the subject property, the case cannot, nonetheless, prosper because of absence of proper demand to vacate as required by Rule 70, Section 20 of the Rules of Court. She argued that she was given only five (5) days from receipt of the demand within which to vacate the property instead of fifteen (15) days as required by the said provision. This, she contends, is a fatal mistake because compliance therewith is jurisdictional."^[3]

On May 6, 2013, the Muntinlupa City Metropolitan Trial Court (MeTC), Branch 80, issued a Decision in favor of the plaintiffs-appellees (now, the respondents), and disposed the matter in this wise:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of plaintiffs-spouses Andre Maurice Gestani Fausto IV and Maria Christina Villaruz Fausto and against defendant Mary Ann Mora Morie ordering said defendant and all persons claiming under her:

1. **TO VACATE** and peacefully surrender possession of the property covered by Transfer Certificate of Title No. 148179 located at Lot 16, Block 3, 209 Cordillera St., Ayala Alabang Village, Muntinlupa City;
2. **TO PAY** the amount of Php200,000.00 by way of reasonable monthly compensation for the use and occupation of the subject property starting September of 2011 until said defendant fully vacated the same;
3. **TO PAY** the amount of Php20,000.00 by way of attorney's fees; and

4. **TO PAY** the costs of the present suit."^[4]

Eventually, the RTC issued the now-assailed Decision and basically affirmed the MeTC's findings. It clarified that since the present suit is an ejectment case, the only issue to be determined is possession *de facto* and not *possession de jure*. Thusly, considering that the respondents are the registered owners of the litigated property, it follows that they are entitled to possession thereof. The court *a quo* continued to state that the so-called "proper demand to vacate" the property required under Section 20, Rule 70 of the Rules of Court finds no application in the case at bench, considering that the parties herein are the seller and the buyer and not a lessor and a lessee as explicitly stated in the said Rule. The RTC stressed that the sale that took place between the herein parties (wherein the petitioner was the seller), goes to show that she is now possessing the said property by tolerance and must immediately vacate the same upon demand. The court finally declared that, with the petitioner's refusal to vacate the said property, it finds reasonable the MeTC's award of monthly compensation for the property's detention (reckoned from September, 2011 until the defendant has vacated the same).^[5]

Not satisfied with the foregoing, the petitioner is now before this Court for refuge via the present recourse and wanted Us to rule on whether: **(1) the allegations in the Complaint sufficiently alleged a cause of action for unlawful detainer in order to confer jurisdiction upon the lower court; (2) the respondents have cause of action against her for unlawful detainer; (3) the unlawful detainer case is the proper action to recover possession of the subject premises; and, (4) the main issue in Civil Case No. 6768 is not just an issue of possession but an issue of ownership and dominion.**"^[6]

Meantime, We would like to remind the herein parties that in a Resolution^[7] dated July 9, 2014, this Court, without necessarily giving due course to the instant Petition, ordered private respondents, among others, to file their Comment (not a motion to dismiss) within ten (10) days from notice, and for the petitioner to file a Reply within five (5) days from receipt of the Comment, if so minded. In the same Resolution, We explicitly announced that upon submission of the said pleadings or the expiration of the period for filing of the same, the present Petition will be deemed submitted for decision, unless this Court requires the filing of Memoranda from the parties. Considering that the private respondents have submitted their "Comment To Petitioner's Petition For Review"^[8] and the petitioner failed to file her Reply thereto (as evidenced by the verification conducted by the Court Of Appeals Case Management Information System dated September 25, 2014^[9]), the present case is now deemed submitted for decision pursuant to this Court's July 9, 2014 Resolution.

Moving on, the arguments put forward by the petitioner crystallized to one pivotal question, *i.e.*: Who between the herein parties has a better right to possess the subject property? We deem it best to first determine which court has jurisdiction over the case.

Note that the allegations in the Complaint (Amended Complaint in this case) determine the nature of the action as well as which court will have jurisdiction.^[10]

The High Court in *Sarmiento v. Court of Appeals*,^[11] elucidated, thus:

"[t]o give the court jurisdiction to effect the ejectment of an occupant or deforciant on the land, it is necessary that the complaint should embody such a statement of facts as brings the party clearly within the class of cases for which the statutes provide a remedy, as these proceedings are summary in nature. The complaint must show enough on its face to give the court jurisdiction without resort to parol testimony. The jurisdictional facts must appear on the face of the complaint. xxx."

In fine, considering that ejectment proceedings are summary in nature, the Amended Complaint should contain a statement of facts which would bring the party clearly within the class of cases for which the statutes provide a remedy.^[12] The pertinent allegations in the respondents' Amended Complaint are faithfully reproduced below, *viz*:

"xxx.

3. For and in consideration of the sum of THIRTY SIX MILLION PESOS (P36,000,000.00), on April 30, 2011, defendant Morie sold to plaintiffs her house and lot located at 209 Cordillera St., Ayala Alabang Village, Alabang, Muntinlupa City. Copy of the Deed of Absolute Sale of the said property in favor of plaintiffs notarized on August 22, 2011 is attached as Annex 'B' and made part hereof;

4. Accordingly, on September 2, 2011 title to the property was transferred in the name of plaintiffs. Copy of their title thereto is attached as Annex 'C' and made part hereof;

5. Sold, defendant Morie was allowed to stay in the subject premises until August 30, 2011 by way of accomodation (**sic**) and/or tolerance by plaintiff;

6. The period of tolerance expired. However, defendant Morie refused to vacate the premises notwithstanding demands the last of which was through counsel sent by LBC giving her a period of five (5) days from receipt thereof within which to vacate the same. Copy of said demand is attached as Annex 'D'. Also attached is the proof of service of the said demand to defendant as Annex 'D-1' and both made part hereof;

7. The five (5) day period given expired but still defendant Morie refused to vacate the premises. Accordingly, she is now a deforciant and under legal obligation to peacefully turn-over its possession to plaintiffs;

xxx."^[13]

Undoubtedly, the foregoing averments constitute a cause of action that is based primarily on unlawful deprivation or withholding of possession. The respondents