

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
FIRST DIVISION**

BASILIO AQUINO,
Plaintiff-Appellant,

-versus-

G.R. No. L-3397
July 27, 1951

**JOSE G. SANVICTORES and PASTOR
PANGILINAN,**
Defendants-Appellees.

X-----X

DECISION

BENGZON, J.:

Basilio Aquino has appealed from a resolution of the court of first instance of Bulacan dismissing his complaint against Jose G. Sanvictores and Pastor Pangilinan on the ground of res judicata: the judgment in a previous case (Civil No. 61). That former case finally decided by the Court of Appeals on November 29, 1948 involved the possession of lot No. 19 Block 83 of the Hacienda de Buenavista. Basilio Aquino was plaintiff and Pastor Pangilinan, defendant. The latter was declared the owner entitled to possession, because, according to the appellate court:

“It appears that before the year 1939 the appellant occupied the lot in question as tenant or lessee, on March 4, 1939 the whole

Hacienda de Buenavista was leased to the Commonwealth of the Philippines, the lease also providing for an option to purchase the property for the sum of P3,000. Once in possession of the Hacienda the Commonwealth, through the Rural Progress Administration, confirmed or renewed the lease in favor of the appellant the corresponding contract of sublease having been duly executed on December 18, 1939 (Exhibit 1- A). The contract was to be in force until 1964 unless sooner abrogated at the request of the lessee or by the landlord upon any of several causes therein enumerated, one of them being lessee's failure to comply with any obligation thereunder. The appellant having refused, for reasons of his own, to pay the rent agreed upon, the administrator of the Hacienda de Buenavista cancelled the aforesaid contract of sublease on April 17, 1940, of which fact the appellant was duly notified. (Exhibit 2). Subsequently, that is, on May 16, 1940, the administrator of the Hacienda de Buenavista executed the 'Compromiso de Venta' Exhibit 1 in favor of the herein appellee and, after the Commonwealth Government had acquired ownership of the hacienda aforesaid, the deed of absolute sale Exhibit 4 was also executed by the then Minister of Agriculture and Natural Resources, Rafael A. Alunan, in his favor."

Notwithstanding the above adjudication, on May 24, 1949 the instant litigation was begun with a complaint, the allegations of which were, that in the years 1939 and 1940 the plaintiff possessed the lot in virtue of the lease contract he had with Jose G. Sanvictores, manager of the Hacienda Buenavista; that in April 1940 the said manager with the connivance of Pastor Pangilinan arbitrarily cancelled the lease contract and ejected him by force from the land, which has since then remained in possession of Pangilinan to the damage and prejudice of the plaintiff in the amount of P26,380. The prayer asked for restitution of possession plus damages.

There is no question that both cases refer to one particular lot of the Buenavista Estate of which Jose G. Sanvictores was manager or administrator.

The complaint now alleges that Sanvictores in connivance with Pangilinan illegally and by force and intimidation deprived him of the

lot. That was the same allegation he made in civil case No. 61; but the Court of Appeals found he had lawfully been ejected because of his refusal to pay rent. That Court likewise declared that this complainant voluntarily relinquished the land on July 15, 1944 in favor of Pastor Pangilinan who purchased it from the Government, the owner of the Buenavista Estate.

“On July 15, 1944, the appellee, of his own volition, accompanied by one Simeon de los Santos, now deceased, went to see mayor Villacorte at the municipal building of San Ildefonso to tell him that ‘they were willing to relinquish the possession of the lands which were formerly belonging to the said owner Basilio Aquino,’ as a result of which the mayor, through his chief of police, summoned Aquino, who came after some time; that the parties having come to an agreement the mayor ‘suggested that the agreement be put into writing to avoid further trouble,’ but they could not do so because of lack of time.”

In the antecedent litigation (No. 61) Aquino demanded possession of the land invoking his lease contract. He lost. In this second case, quoting the identical lease contract, he pleads for restitution of the premises. His cause of action is planted on the assertion that his contract had been illegally cancelled by Sanvictores with the connivance of Pangilinan. It is clear that the present demand of possession is inconsistent with the verdict of ownership in favor of Pangilinan in the other case, verdict that upheld the cancellation of the very contract of lease on which this subsequent litigation is constructed.^[1] It is a general rule that “the deliberate sentence of the law pronounced by its appointed organs, upon a disputed fact or state of facts should be regarded as a final and conclusive determination of the question litigated and should forever set the controversy at rest.”^[2]

As to identity of parties, it is true that Sanvictores was not a party to the first case; but the complainant should or could have made him a party defendant therein, his complaint in that case having made identical imputations of illegal cancellation of the lease and forcible deprivation of possession. The complainant should not, by adding a person who virtually was party to the previous litigation, be permitted

to escape the effects of the previous judgment and again litigate the same questions and issues. That previous judgment “should at some point become final.”^[3]

According to the complaint under consideration Sanvictores and Pangilinan are joint tort-feasors. In discussing the effects of the previous judgment we may apply the rule as to co-owners, namely, if a person sues one of the co-owners, and after being defeated, files another action on the same subject against the same defendant but joined with his other co-owners, the judgment in the former case is res judicata against the plaintiff in the subsequent case.^[4]

And in the United States “where both the party offering a judgment as an estoppel and the party against whom it is so offered were parties to the action in which the judgment was rendered, it is no objection that the action included some additional parties who are not joined in the present suit, or that there are additional parties in the present action.” (50 C. J. S. p. 301 citing many decisions.)

WHEREFORE, the appealed order dismissing the action is hereby **AFFIRMED**, with costs against the appellant. So ordered.

Paras, C.J., Feria, Pablo, Padilla, Tuason, Montemayor, Reyes, Jugo, and Bautista Angelo, JJ., concur.

[1] Donato vs. Mendoza (25 Phil., 57).

[2] Peñalosa vs. Tuason (22 Phil., 303, 310).

[3] Peñalosa vs. Tuason, supra.

[4] Moran, Comments 3d ed. Vol. I, p. 782 citing Peñalosa vs. Tuason, supra and San Diego vs. Cardona (40 Off. Gaz. [8th Suppl.], p. 116; 70 Phil., 281).