

CHANROBLES PUBLISHING COMPANY

**SUPREME COURT
EN BANC**

**J. M. TUASON & CO. INC.,
*Plaintiff-Appellee,***

-versus-

**G.R. No. L-21877
February 28, 1966**

**ENRIQUE TONGOL,
*Defendant-Appellant.***

X-----X

DECISION

MAKALINTAL, J.:

Plaintiff corporation, registered owner of the land known as the Santa Mesa Heights Subdivision in Quezon City with transfer certificate of title No. 42774, brought this action for ejectment against defendant, alleging that the latter entered illegally into the possession of a 100 square-meter portion of said land on 5 December 1957, without its consent or authority. The Court of First Instance of Rizal gave judgment for plaintiff, ordering defendant and all persons claiming under him to vacate the premises and remove the house and other improvements he had placed thereon, and to pay the sum of P30.00 monthly until possession is finally restored to plaintiff. Defendant appealed to the Court of Appeals, which certified the case to Us in view of the legal character of the question raised in the lone assignment of error, to wit: "that the lower court erred in making a finding that the compromise agreement (Exh. 2) did not legalize the occupation and enjoyment of possession of the premises in question

by the parties thereto and their transferees and assigns like the defendant-appellant herein.”

The compromise agreement referred to by appellant is that entered into by J. M. Tuazon & Co. Inc., and the Deudors, who used to claim ownership of certain areas covered by the former’s title. In that agreement the Deudors relinquished their claim for certain considerations, with a reservation in favor of third parties to whom the Deudors had sold possessory rights in different portions of the land to purchase the same from herein appellee.

The parties stipulated below that the lot in controversy formed part of an area of some 12 1/2 hectares subject of a deed of sale executed in 1949 by a certain Agustin de Torres (one of the Deudors in the compromise agreement) in favor of Julian Lagman and Toribia Lagman Vda. de Pacia; and that the said vendees gave permission to appellant to occupy said lot and construct a house thereon.

In the decision appealed from the trial court found appellant to be a mere intruder on the land, the compromise agreement with the Deudors not having legalized the occupation thereof by him. We do not see any error in this pronouncement. Appellant is not one of the third parties for whom the reservation of the right to purchase was made in that agreement. Assuming that the Lagmans were among those whose right to purchase was reserved, though no proof on the point was submitted, it is they who could claim that right with respect to the lot in question. However, there is neither allegation nor evidence that they have ever done so. And according to appellee’s uncontradicted statement, even appellant has not shown any desire to buy the lot for himself. These circumstances remove this case from the ruling (relied upon by appellant) in *Evangelista et al., vs. Deudor, et al.*, G.R. No. L-12826, September 10, 1959, wherein the petitioner was a purchaser from the Deudors who had made partial payments to them and had later on signified her desire to buy the lot occupied by her from appellee.

The judgment appealed from is affirmed, with costs.

**Bengzon, C.J., Bautista Angelo, Concepcion, Reyes,
Barrera, Dizon, Regala, Bengzon, Zaldivar and Sanchez, JJ.,
concur.**

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