Supreme Court E-Library

"Under Section 8-(b), claimants are entitled to death compensation in the sum of ₱6,240.00 (₱110.10 reduced to ₱50.00 x 60% x 208 weeks) which shall be reduced to ₱6,000.00 plus the burial expense of ₱200.00."[6]

This computation is correct.

WHEREFORE, the decision of the Workmen's Compensation Commission sought to be reviewed is hereby set aside the respondent is ordered:

1) To pay the claimants, petitioners herein, the sum Six Thousand Pesos (₱6,000.00) as death compensation plus expenses of Two Hundred Pesos (₱200.00), through the widow-claimant, Gliceria Lasarte; and

2) To pay the successor of the Workmen's Compensation Commission the sum of Sixty One Pesos (₱61.00) as administrative fee.

SO ORDERED.

Teehankee (Chairman), Makasiar, Guerrero, De Castro, and *Melencio Herrera JJ.*, concur.

FIRST DIVISION

[G.R. No. L-44353. February 28, 1979]

MARTHA FERANIL and PRIMITIVO VILLEGAS, *petitioners, vs.* **HON. GUMERSINDO ARCILLA, in his capacity as Presiding Judge, Branch III, City Court of Davao City and SPOUSES ALFONSO CARDENAS and LOLITA CARDENAS,** *respondents.*

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[6] *Rollo*, p. 20.

Supreme Court E-Library

SYLLABUS

1. **REMEDIAL LAW; SPECIAL CIVIL ACTIONS; UNLAWFUL DETAINER; WHEN ESTABLISHED.** — Where the complaint alleged that three days before the act of dispossession imputed to the defendants, plaintiffs entered into a contract of lease for the construction of a fruit stand on the disputed premises and that defendants have since then remained and continue to remain, in the illegal possession of the premises, and "that the continuance of the defendants in unlawfully and forcibly (*sic*) entering the aforementioned property", have unjustly prejudiced the plaintiffs over the reasonable expected earning of the premises, such allegations make out also a case of unlawful detainer. And the allegation in the complaint "that the plaintiffs informed the defendants that what they are occupying is the premises covered by a contract and had advised them to vacate from the premises, but then notwithstanding the defendant refused and ignored and still continue to refuse and ignore the removal of the hollow blocks and empty boxes in the premises" fulfills also the requirement of demand to vacate the premises.

2. **ID.; CIVIL PROCEDURE; COMPLAINT; CAUSE OF ACTION; ALLEGATIONS NOT THE DESIGNATION OF THE COMPLAINT DETERMINES THE REAL CAUSE OF ACTION.** — The real cause of action in a complaint is not what the designation of the complaint states, but what the allegations in the body of the complaint define or describe. The designation or caption is not controlling, more than the allegations in the complaint themselves are, for it is not even an indispensable part of the complaint.

3. **ID.; PROVISIONAL REMEDIES; PRELIMINARY MANDATORY INJUNCTION; DISSOLUTION; RESTORATION OF THE PARTY WHO ALONE SIGNED THE REQUISITE INJUNCTION BOND CARRIES WITH IT THE REINSTATEMENT OF THE WRIT PREVIOUSLY DISSOLVED; CASE AT BAR.**— Where a writ of preliminary mandatory injunction had been dissolved on the ground that the bond had lost its efficacy because the plaintiff, who alone is a signatory of the requisite bond has been dropped, but later said co-plaintiff was reinstated as a proper party with sufficient cause of action, the bond signed by him as principal is perfectly valid and effective to support the preliminary injunction which accordingly, should be restored with full force and effect.

Supreme Court E-Library

APPEARANCES OF COUNSEL

Leonido C. Delante for petitioners.

Hermenigildo C. Cabreros, Jerome C. Joaquin & Jose C. Estrada for respondents.

D E C I S I O N

DE CASTRO, *J.*:

This is a petition for review on *certiorari* treated as special civil action (Resolution dated December 17, 1976, p. 117, *Rollo*), filed by Martha Feranil and Primitivo Villegas who were the plaintiffs in an ejectment case (Civil Case No. 2727-C of the City Court of Davao City), filed on October 3, 1975, with prayer for the issuance of preliminary mandatory injunction, which was granted on October 4, 1975.

In their answer filed on October 4, 1975, to the complaint in the aforementioned case, defendants therein, now the herein private respondents, Alfonso Cardenas and Lolita Cardenas, alleged as one of their affirmative defenses the following:

"21. *That the complaint states no cause of action in that:*

'a. The plaintiffs have admitted in par. 5 of the Complaint that "*plaintiff Martha Feranil is the prior and legal possessor*" and that defendants "*occupied more and hence herein plaintiff* demanded that the rental be increased instead of original agreement of Fifty Pesos (₱50.00), should be Eighty Pesos (₱80.00) to which defendants agreed."'

"In synthesis, these allegations are admissions of plaintiffs that defendants have juridical title to the possession of the land in dispute as lessees and are not therefore illegally possessing the same;

"b. Insofar as Primitivo Villegas is suing as party-plaintiff, there is no allegation in the Complaint that he was in the actual and/or physical possession of the land which was disturbed by defendants; therefore, said plaintiff has not shown any interest in the nature of the action for forcible entry;

Supreme Court E-Library

"2. That Primitivo Villegas has no capacity to sue as attorney-in-fact of plaintiff Feranil there being no factual allegations in the complaint that he is suing as much and that he has been specifically authorized to institute and prosecute the present action"; (pp. 40-41, *Rollo*).

Incorporated in the Answer is a Motion to Dissolve the Writ of Preliminary Injunction issued on October 4, 1975.

In a preliminary hearing held on the aforequoted affirmative defenses, as well as the motion to dissolve the writ of preliminary mandatory injunction, the City Court ruled as follows:

"IN VIEW WHEREOF, this Court hereby resolves defendants' motions in the manner:

(a) Plaintiff Primitivo Villegas is ordered dropped from the complaint in his capacity as co-plaintiff;

(b) Denying defendants' motion to dismiss plaintiff Feranil's motion;

(c) Modifying the writ of preliminary mandatory injunction issued by this Court October 4, 1975, to the effect that the same is granted to plaintiff Feranil only;

(d) Ordering either plaintiff Feranil or Primitivo Villegas to remove whatever improvements that they introduced on the premises in question after the issuance of said writ within ten (10) days from receipt hereof." (p. 48, *Rollo*).

In another order dated November 8, 1975 issued upon consideration of defendants' supplementary motion relative to the issuance of the preliminary mandatory injunction, the City Court dissolved the writ of preliminary injunction issued October 4, 1975 "for lack of the requisite bond required plaintiff Feranil. without prejudice on her part to pursuing in appropriate legal remedies under the Rules of Court." (p. 56, *Rollo*).

From the aforementioned orders, petitioners brought a petition for *certiorari* to the Court of First Instance of Davao (Branch II). The Court dismissed the petition sustaining the orders of the City Court in an order dated March 31, 1976 (pp. 63-64, *Rollo*). From said order of dismissal, petitioners filed with this

Supreme Court E-Library

Court on August 27, 1976, the instant petition for review on *certiorari*.

In its Resolution dated September 20, 1976, this Court required the respondents to comment on the petition, which they did by filing their comment on October 28, 1976, (pp. 88-108, *Rollo*) after which, this Court resolved to treat the petition as a special civil action and considered the case submitted for decision. (Resolution dated December 17, 1976, p. 117, *Rollo*).

The questions for resolution are those as reflected in the assignment of errors set forth in the petition, as follows:

"A. THE RESPONDENT JUDGE ERRED IN DISMISSING THE PETITION AND IN CONSEQUENTLY UPHOLDING THE STAND OF THE CITY COURT DROPPING PETITIONER PRIMITIVO VILLEGAS FROM THE COMPLAINT;

"B. THE RESPONDENT JUDGE ERRED IN DISMISSING THE PETITION AND IN CONSEQUENTLY UPHOLDING THE STAND OF THE CITY COURT REQUIRING EITHER PETITIONER MARTHA FERANIL OR PRIMITIVO VILLEGAS TO REMOVE WHATEVER IMPROVEMENTS INTRODUCED IN THE PREMISES AFTER THE ISSUANCE OF THE WRIT BUT BEFORE TRIAL ON THE MAIN ACTION;

"C. THE RESPONDENT JUDGE ERRED IN DISMISSING THE PETITION AND IN CONSEQUENTLY UPHOLDING THE STAND OF THE CITY COURT DISSOLVING THE WRIT OF PRELIMINARY INJUNCTION FOR LACK OF THE REQUISITE BOND DESPITE THEREOF." (pp. 28-29, *Rollo*).

1. In dropping Villegas from the complaint, the City Court said that "Primitivo Villegas, as co-plaintiff, has no valid cause of action of forcible entry against the herein defendant for lack of material averments that he had prior and physical possession of the premises in question x x x." (p. 2, Annex "A", Petition). Respondent judge expressed agreement with the above ruling in his order dismissing the petition for *certiorari* filed against the City Court. (p. 6, Annex "C", Petition p. 62, *Rollo*).

It is evident that both the City Court and the respondent court focused and riveted their attention to the allegation of

Supreme Court E-Library

the complaint that "*plaintiff Martha Feranil is the prior, and legal possessor*" (par. 2, Complaint, Annex to Comment, p. 109, *Rollo*) over the lot in question. They entirely lost sight of, and clearly overlooked, the fact that the complaint also alleges that on September 20, 1975, three days before the act dispossession imputed to the defendants, Feranil and Villegas entered into a contract of lease for the construction of a fruit stand an area of 25 square meters fronting Rizal Street. (par. 6, Complaint, Annex 1, Comment, p. 110, *Rollo*), and that since September 23. 1975, defendants have remained and continue to remain, in the illegal possession of the premises. (par 12, *Id.*). These allegations, together with that of paragraph 13, of the Complaint "that the continuance of the defendants unlawfully and forcedly (*sic*) entering the aforementioned party," and that "their unlawfully acts of the defendant unjustly prejudiced the plaintiffs over the reasonable expected earning of the premises x x x," (par. 15, *Id.*) make out also a case of unlawful detainer, which is the proper cause of a Primitivo Villegas, who, by virtue of the lease contract titled to the possession of the lot upon which to construct a fruit stand.

The allegation in the complaint "that the plaintiffs informed the defendants that what they are occupying is the premises covered by a contract and *had advised them to vacate, from the premises*, but these notwithstanding the defendants refused and ignored, and still continue to refused and ignore the removal of the hollow blocks and empty boxes in the premises" (par. 16, *Id.*) fulfills also the requirement of demand to vacate from both plaintiffs Feranil and Villegas.

It is, likewise, evident that the respondent court, as well as the City Court, was controlled in its appreciation of what cause or causes of action are actually contained in the complaint, by the caption thereof — "Forcible Entry, Damages, with Preliminary Mandatory Injunction." This is plain error, for the real cause of action in a complaint is not what the designation of the complaint states, but what the allegations in body of the complaint define or describe. (*People vs. Gatchalian*, 104 Phil. 664; *Que Po Lay vs. Central Bank of Philippines*, 104 Phil. 853; *People vs. Agito*, 103 Phil. 526; *People vs. Cosare*, 95 Phil. 656; *People vs. Abesamis*, 93 Phil. 712; *People vs. Arnault*,

Supreme Court E-Library

92 Phil. 252; *People vs. Defensor*, 86 Phil. 591; *People vs. Magdowa*, 73 Phil. 512; *People vs. Oliveria*, 67 Phil. 427; *Arteche vs. Rosales, et al.*, 67 Phil. 48; *U.S. vs. Burns*, 41 Phil. 418; *U.S. vs. Lim San*, 17 Phil. 273). The designation or caption is not controlling, more than the allegations in the complaint themselves are, for it is not even an indispensable part of the complaint. Consequently, We hold that the complaint alleges facts constitutive of a sufficient valid cause of action in favor of petitioner Primitivo Villegas.

2. On the issue relative to the dissolution of the preliminary mandatory injunction, it should follow from the foregoing observation, that the dissolution of the said writ on the ground that after Primitivo Villegas, who alone signatory of the requisite bond has been dropped, the bond has lost its legal efficacy, is without factual or legal basis. With Villegas reinstated as a proper party with sufficient action, the bond signed by him as principal is perfectly valid and effective to support the preliminary mandatory injunction accordingly, should be restored with full force and effect.

3. The last remaining issue is whether the order of the City Court requiring either petitioner Martha Feranil or Primitivo Villegas to remove whatever improvements introduced in the premises after the issuance of the writ of preliminary mandatory injunction but before trial of the main action is proper.

The effect of the preliminary mandatory injunction is to restore the plaintiffs to the possession of the lot in question after the defendants have allegedly forcibly entered it. The possession once restored, entitles them to the full enjoyment thereof, in the same manner and to same extent as they had before the possession had been disturbed by the defendants. The recognition of such right as was in existence in favor of the plaintiffs, or at least in favor of Feranil, to the exercise of which the aforementioned injunction restored them, is perfectly in accordance with the acknowledged legal effect of an injunction, which naturally varies, depending on whether the injunction is prohibitory or mandatory. It should be obvious that with a mandatory injunction, unlike a prohibitory one, the party in whose favor it is issued is placed in the same situation he was before

Supreme Court E-Library

the commission of the illegal act complained of, as if said act has never been committed. In a prohibitory injunction, the specific act sought to be enjoined has not yet been performed, and is one alleged to be illegal, by the pleader. It is enjoined because it would cause irreparable injury if allowed to be committed to the prejudice of the party asking for the issuance of the injunction. The situation before the issuance of the prohibitory injunction is thus preserved in *status quo*. The *status quo* to be restored in the case of a mandatory injunction is the situation in which the pleader is before the act already committed and complained of. In the present case, the *status quo* is plaintiff Feranil being in actual possession of her own lots, is free to exercise rights of ownership and possession.

WHEREFORE, the order of the respondent court dated March 31, 1976, dismissing the petition for *certiorari* of the herein petitioner is hereby reversed. Accordingly, it is hereby ordered: (1) that Primitivo Villages be as he is hereby reinstated as plaintiff in the complaint filed in Civil Case No. 2727-C of the City Court of Davao (Branch II); (2) that preliminary mandatory injunction dissolved by the City Court be as it is hereby restored in full force and effect; and (3) the order for the removal of whatever improvements have been introduced in the premises after the issuance of the mandatory injunction be, as it is hereby declared without effect. No special pronouncements as to costs.

SO ORDERED.

Teehankee, (Chairman), Makasiar, Fernandez, and *Guerrero, JJ.*, concur.

Melencio-Herrera, J., concurs in the result.

Melencio-Herrera, J., [I] concur in the result as a practical way of terminating the controversy before us and taking into account that there are questions of fact still to be determined, principally, as to whether private respondents are, indeed, the lessees of the disputed premises. With the setting aside of the assailed Orders in that case, the City Court of Davao can now proceed to resolve the controversy between the parties on the basis of facts which may be established during the trial on merits.