



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

ROLLY B. LAQUI, SR.,  
Petitioner,

G.R. No. 271967

- versus -

ALEX E. SAGUN, NELIA S.  
ESPIRITU, KATHERINE  
MARIE T. SAGUN, herein  
represented by MARY JANE S.  
CUEVAS,  
Respondents,

Present:

LEONEN, S.A.J., Chairperson,  
LAZARO-JAVIER,  
LOPEZ, M.,  
LOPEZ, J., and  
KHO, JR., JJ.

Promulgated:

NOV 04 2024

X-----X

DECISION

KHO, JR., J.:

Assailed in this Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court is the Decision<sup>2</sup> dated November 13, 2023 of the Court of Appeals (CA) in CA-G.R. SP No. 173795 affirming *in toto* the March 3, 2022 Decision<sup>3</sup> of Branch 3, Regional Trial Court, Baguio City (RTC) which affirmed the Judgment<sup>4</sup> dated June 22, 2021 rendered by Branch 3, Municipal

<sup>1</sup> *Rollo*, pp. 3-18.

<sup>2</sup> *Id.* at 19-34. Penned by Associate Justice Rex Bernardo L. Pascual with the concurrence of Associate Justices Gabriel T. Robeniol and Tita Marilyn B. Payoyo-Villordon, of the Special Ninth Division of the Court of Appeals, Manila.

<sup>3</sup> *Id.* at 120-128. Penned by Judge Emmanuel Cacho Rasing of Branch 3, Regional Trial Court, Baguio City.

<sup>4</sup> *Id.* at 89-99. Penned by Judge Leody M. Opolinto of Branch 3, Municipal Trial Court in Cities, Baguio City.

*KHO*

Trial Court in Cities, Baguio City (MTCC). The CA ruled that the rendition of the judgment on the pleadings is proper and that petitioner Rolly B. Laqui, Sr. (Laqui) is estopped from assailing the title of respondents Alex E. Sagun, Nelia S. Espiritu, and Katherine Marie T. Sagun (Sagun et al.).

### The Facts

Gregorio Espejo died intestate and left a 1,000 square meter property covered by Original Certificate of Title (OCT) No. 201800169.<sup>5</sup> Pursuant to a Memorandum of Agreement<sup>6</sup> dated October 7, 2013, the heirs of Gregorio Espejo agreed to subdivide the property into five equal lots, consisting of 200 square meters each and to apportion each lot to the five siblings and/or immediate heirs of Gregorio and Flora Espejo. Lot 1, situated at No. 54 Manuel Roxas Street, Teacher's Camp, Baguio City (subject property), was given to Sagun et al. as heirs of Remedios E. Sagun (Remedios).<sup>7</sup>

Sagun et al. alleged that on April 15, 2002, Remedios and Laqui entered into an Agreement of Lease<sup>8</sup> over the subject property for a term of two years and for a monthly rental of PHP 6,000.00,<sup>9</sup> which was extended for another two years for a monthly rental of PHP 6,500.00.<sup>10</sup> After the lease agreement expired, the parties did not execute a new contract. Instead, it was impliedly renewed on a month-to-month basis.<sup>11</sup>

On March 19, 2019, Sagun et al. demanded Laqui to vacate the premises. Their demand unheeded, Sagun et al. filed a complaint for ejectment (Barangay Case No. 05, Series of 2019) before barangay Manuel Roxas in Baguio City.<sup>12</sup> Afterwards, Laqui received the Summons dated September 16, 2019 issued by the barangay.<sup>13</sup>

On September 24, 2019, an Amicable Settlement<sup>14</sup> was reached before the *Lupong Tagapamayapa* of the barangay,<sup>15</sup> the pertinent portion of which reads:

That Mr. Rolly Laqui Sr. is willing to vacate the area owned by Sagun Family. He is given six months from September 2019 until March 2020. During his stay[,] he shall pay his rental in the amount of Php5,300.00 every end of the month.<sup>16</sup>

---

<sup>5</sup> *Id.* at 24.

<sup>6</sup> *Id.* at 53–55.

<sup>7</sup> *Id.* at 24.

<sup>8</sup> *Id.* at 56.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 24.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.* at 25.

<sup>13</sup> *Id.* at 23.

<sup>14</sup> *Id.* at 59.

<sup>15</sup> *Id.* at 25.

<sup>16</sup> *Id.* at 59.

However, Laqui failed to comply with their agreement that he will vacate the subject property after the lapse of six months from the date of settlement. Sagun, et al. then filed a Complaint<sup>17</sup> for the enforcement of the Amicable Settlement executed on September 24, 2019 before the MTCC docketed as Civil Case No. 20-20-CV-MTCC.<sup>18</sup>

In his Answer,<sup>19</sup> Laqui denied all the allegations against him, except those pertaining to the personal circumstances of Sagun et al., for lack of knowledge or information sufficient to form a belief as to the truth of the material averments.<sup>20</sup> As an affirmative defense, Laqui averred that he cannot be ejected from the subject property, which he claims is part of the Estate of Acopiado, since it was assigned to him by the Estate's administrator, Daniel Franieza<sup>21</sup> (Franieza), by virtue of a Deed of Assignment dated October 30, 2019.<sup>22</sup>

When the case was due for pretrial conference, Sagun et al. filed a Motion for Judgment on the Pleadings<sup>23</sup> claiming that Laqui's Answer failed to deny the material allegations in their Complaint. In Laqui's Comment on the Motion for Judgment on the Pleadings,<sup>24</sup> he argued that since he raised an affirmative defense, a judgment on the pleadings is improper because the said affirmative defense must still be tried.

### **The MTCC Ruling**

The MTCC granted Sagun et al.'s Motion for Judgment on the Pleadings.

In a Judgment<sup>25</sup> dated June 22, 2021, the MTCC held that Laqui is deemed to have admitted the material allegations<sup>26</sup> in Sagun et al.'s complaint by reason of his general assertion of lack of knowledge or information sufficient to form a belief as to the truth of the said averments. The MTCC reasoned that although one of the modes of specific denial under the Rules of Court is a denial through a statement that the defendant is without knowledge

---

<sup>17</sup> *Id.* at 35–38.

<sup>18</sup> *Id.* at 20–21.

<sup>19</sup> *Id.* at 65–63.

<sup>20</sup> *Id.* at 67–68.

<sup>21</sup> Spelled as "Frianeza" in some parts of the record.

<sup>22</sup> *Rollo*, p. 24.

<sup>23</sup> *Id.* at 82–84.

<sup>24</sup> *Id.* at 85–88.

<sup>25</sup> *Id.* at 89–99.

<sup>26</sup> *Id.* at 91–92. The pertinent material allegations deemed to have been admitted by the Laqui are as follows: (a) that Laqui entered into an Agreement of Lease with the late Remedios E. Sagun involving the subject property from 2002 until 2019; (b) that the respondents, as heirs of Remedios E. Sagun, demanded Laqui to vacate the subject property for the improvement of the eroded portion of the lot; (c) that upon failure of the Laqui to heed to the demand of the respondents, the latter filed a case with the barangay for ejectment; (d) that on September 14, 2019, an Amicable Settlement was reached before the *Lupong Tagapamayapa* of Manuel Roxas Barangay, Baguio City; and (e) that Laqui failed to comply with the amicable settlement.

or information sufficient to form a belief as to the truth of the material averments in the complaint, if an allegation directly and specifically charges a party with having done, performed, or committed a particular act which the latter did not in fact do, perform, or commit, a categorical and express denial must be made.<sup>27</sup>

Anent the affirmative defense of Laqui that he cannot be ejected from the subject property since the property was already assigned to him by the alleged lawful owner, the MTCC held that the issue cannot be inquired upon anymore since it has been resolved with finality through the Amicable Settlement, which has the effect and authority of *res judicata*.<sup>28</sup> Further, the MTCC ruled that as a lessee, Laqui is not allowed to challenge the title of the lessor pursuant to Article 1436<sup>29</sup> of the Civil Code and Section 2(b) of Rule 131<sup>30</sup> of the Rules of Court.<sup>31</sup>

Accordingly, Laqui was ordered to vacate the subject property and to pay Sagun et al. the rent of PHP 5,300.00 from September 2019 until he finally vacates the premises.

Laqui's Motion for Reconsideration<sup>32</sup> of the MTCC Judgment was denied in an Order<sup>33</sup> dated August 16, 2021.<sup>34</sup> Thus, he appealed to the RTC, the appeal was docketed as Civil Case No. 9467-R.<sup>35</sup> Laqui argued that the MTCC erred in not conducting a pretrial before rendering a judgment on the pleadings<sup>36</sup> and in denying his affirmative defense.<sup>37</sup>

### The RTC Ruling

In a Decision<sup>38</sup> dated March 3, 2022, the RTC affirmed the MTCC Judgment. Anent the issue of the absence of a pretrial, the RTC ratiocinated that there is no rule which says that a judgment on the pleadings could not be rendered without a pretrial conference.<sup>39</sup> On the merits of the case, the RTC concurred with the MTCC's pronouncement that in view of Laqui's improper

---

<sup>27</sup> *Id.* at 93.

<sup>28</sup> *Id.* at 95–96.

<sup>29</sup> CIVIL CODE, art. 1436 reads:

Article 1436. A lessee or a bailee is estopped from asserting title to the thing leased or received, as against the lessor or bailor.

<sup>30</sup> RULES OF COURT, Rule 131, sec. 2(b) reads:

Section 2. *Conclusive presumptions.* - The following are instances of conclusive presumptions:

...

(b) The tenant is not permitted to deny the title of his or her landlord at the time of the commencement of the relation of landlord and tenant between them. (2a)

<sup>31</sup> *Rollo*, pp. 96–97.

<sup>32</sup> *Id.* at 100–106.

<sup>33</sup> Not attached to the *rollo*.

<sup>34</sup> *Rollo*, p. 22.

<sup>35</sup> *Id.* at 107.

<sup>36</sup> *Id.* at 113–116.

<sup>37</sup> *Id.* at 116–117.

<sup>38</sup> *Id.* at 120–128.

<sup>39</sup> *Id.* at 121.

denial of the material allegations in Sagun et al.'s complaint, he is deemed to have admitted the same,<sup>40</sup> particularly the asseveration that Laqui failed to comply with the Amicable Settlement entered into before the *Lupong Tagapamayapa*.

Further, the RTC did not consider Laqui's affirmative defense that the subject property was assigned to him on the following grounds: (a) Laqui failed to attach his Judicial Affidavit in his Answer, which constitutes as a waiver of its submission pursuant to Section 10<sup>41</sup> of A.M. No 12-8-8-SC or the "Judicial Affidavit Rule" (Judicial Affidavit Rule);<sup>42</sup> (b) Laqui's Judicial Affidavit, which was belatedly filed, is defective as the documentary exhibits were lacking and it did not contain a statement that "he is answering the questions asked of him, fully conscious that he does so under oath," as required by Sections 2<sup>43</sup> and 3,<sup>44</sup> respectively, of the Judicial Affidavit Rule;<sup>45</sup> (c) Laqui failed to provide a valid justification in his "Motion to Admit Documentary Exhibits with Sincerest Apologies" to warrant the admission of the missing documentary exhibits;<sup>46</sup> and (d) even if the documentary exhibit, i.e., Deed of Assignment is to be admitted, Laqui is estopped from denying the title of the respondents pursuant to Article 1436 of the Civil Code and Section 2(b), Rule 131 of the Rules of Court.<sup>47</sup>

In an Order<sup>48</sup> dated May 11, 2002, the RTC denied Laqui's Motion for Reconsideration. Unperturbed, he filed a Petition for Review<sup>49</sup> under Rule 42 of the Rules of Court with the CA, principally arguing that the RTC erred: (a)

<sup>40</sup> *Id.* at 67–68.

<sup>41</sup> JUD. AFFIDAVIT RULE, sec. 10 reads:

Section 10. *Effect of non-compliance with the Judicial Affidavit Rule.* - (a) A party who fails to submit the required judicial affidavits and exhibits on time shall be deemed to have waived their submission.

<sup>42</sup> *Rollo*, p. 126.

<sup>43</sup> JUD. AFFIDAVIT RULE, sec. 2 reads:

Section 2. *Submission of Judicial Affidavits and Exhibits in lieu of direct testimonies.* - (a) The parties shall file with the court and serve on the adverse party, personally or by licensed courier service, not later than five days before pre-trial or preliminary conference or the scheduled hearing with respect to motions and incidents, the following:

....

(2) The parties' documentary or object evidence, if any, which shall be attached to the judicial affidavits and marked as Exhibits A, B, C, and so on in the case of the complainant or the plaintiff, and as Exhibits 1, 2, 3, and so on in the case of the respondent or the defendant.

<sup>44</sup> JUD. AFFIDAVIT RULE, sec. 3 reads:

Section 3. *Contents of Judicial Affidavit.* - A judicial affidavit shall be prepared in the language known to the witness and, if not in English or Filipino, accompanied by a translation in English or Filipino, and shall contain the following:

....

(c) A statement that the witness is answering the questions asked of him, fully conscious that he does so under oath, and that he may face criminal liability for false testimony or perjury;

<sup>45</sup> *Rollo*, pp. 125–126.

<sup>46</sup> *Id.*

<sup>47</sup> *Id.* at 126–127.

<sup>48</sup> *Id.* at 129.

<sup>49</sup> *Id.* at 139–155.

in ruling that a pretrial is not necessary before rendering a judgment on the pleadings;<sup>50</sup> and (b) in denying his affirmative defense.<sup>51</sup>

### **The CA Ruling**

In a Decision<sup>52</sup> dated November 13, 2023, the CA affirmed the Decision of the RTC *in toto*. It affirmed the pronouncement of the RTC that there is no rule requiring the conduct of a pretrial conference before a judgment on the pleadings can be had.<sup>53</sup> Further, the CA ruled that the judgment on the pleadings was properly rendered since Laqui's Answer failed to tender an issue for the reason that he is deemed to have admitted the material allegations in the Complaint of Sagun et al. owing to his failure to provide supporting arguments or evidence to substantiate his denial.<sup>54</sup> The CA also decreed that a denial for lack of knowledge of a thing that, by their nature, is ought to be known to the defendant is not an acceptable denial.<sup>55</sup>

On the affirmative defense of Laqui, the CA likewise held that Laqui is estopped from questioning the title of Sagun et al. pursuant to Article 1436 of the Civil Code and Section 2(b), Rule 131 of the Rules of Court.<sup>56</sup>

Hence, this petition. Petitioner Rolly B. Laqui, Sr. argues that a pretrial conference should have been conducted first before a judgment on the pleadings can be rendered<sup>57</sup> and that he is not estopped from denying the title of respondents Sagun, et al.<sup>58</sup>

### **The Issues Before the Court**

The issues for the Court's resolution are: (a) whether the CA erred in affirming the RTC Decision holding that the judgment on the pleadings was properly rendered even without a pretrial conference; and (b) whether the CA erred in affirming the RTC when the latter denied the affirmative defense of petitioner.

### **The Court's Ruling**

The petition is without merit.

---

<sup>50</sup> *Id.* at 145–152.

<sup>51</sup> *Id.* at 152–153.

<sup>52</sup> *Id.* at 19–34.

<sup>53</sup> *Id.* at 27.

<sup>54</sup> *Id.* at 28.

<sup>55</sup> *Id.* at 30.

<sup>56</sup> *Id.* at 31–32.

<sup>57</sup> *Id.* at 7–11.

<sup>58</sup> *Id.* at 11–13.

## I.

At the outset, the Court finds it appropriate to hold that the rendition of a judgment on the pleadings by the MTCC in this case is improper. Nevertheless, the said judgment shall be considered as a summary judgment under Rule 35 as will be discussed hereunder.

In *Wood Technology Corporation v. Equitable Banking Corporation*<sup>59</sup> and *Iloilo Jar Corporation v. Comglasco Corporation/Aguila Glass*<sup>60</sup> the Court corrected the judgment on the pleadings rendered by the trial courts and ruled that what the courts actually rendered was a summary judgment in view of the affirmative defense interposed by the defendants in the said cases. In so ruling, the Court in the two cases cited *Narra Integrated Corporation v. Court of Appeals*<sup>61</sup> where the distinction between Judgment on the pleadings under Rule 34<sup>62</sup> and Summary Judgments under Rule 35<sup>63</sup> was explained:

The existence or appearance of ostensible issues in the pleadings, on the one hand, and their sham or fictitious character, on the other, are what distinguish a proper case for summary judgment from one for a judgment on the pleadings. In a proper case for judgment on the pleadings, there is no ostensible issue at all because of the failure of the defending party's answer to raise an issue. *On the other hand, in the case of a summary judgment, issues apparently exist — i.e. facts are asserted in the complaint regarding which there is as yet no admission, disavowal or qualification; or specific denials or affirmative defenses are in truth set out in the answer — but the issues thus arising from the pleadings are sham, fictitious or not genuine, as shown by affidavits, depositions, or admissions.* In other words, a judgment on the pleadings is a judgment on the facts as pleaded, while a

<sup>59</sup> 492 Phil. 106 (2005) [Per J. Quisumbing, First Division].

<sup>60</sup> 803 Phil. 567 (2017) [Per J. Mendoza, Second Division].

<sup>61</sup> 398 Phil. 733 (2000) [Per J. Gonzaga-Reyes, Third Division].

<sup>62</sup> RULES OF COURT, rule 34 reads:

## RULE 34

## Judgment on the Pleadings

Section 1. *Judgment on the pleadings.* — Where an answer fails to tender an issue, or otherwise admits the material allegations of the adverse party's pleading, the court may, on motion of that party, direct judgment on such pleading. However, in actions for declaration of nullity or annulment of marriage or for legal separation, the material facts alleged in the complaint shall always be proved.

<sup>63</sup> RULES OF COURT, rule 35 reads:

## RULE 35

## Summary Judgments

Section 3. *Motion and proceedings thereon.* — The motion shall cite the supporting affidavits, depositions or admissions, and the specific law relied upon. The adverse party may file a comment and serve opposing affidavits, depositions, or admissions within a non-extendible period of five (5) calendar days from receipt of the motion. Unless the court orders the conduct of a hearing, judgment sought shall be rendered forthwith if the pleadings, supporting affidavits, depositions and admissions on file, show that, except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

Any action of the court on a motion for summary judgment shall not be subject of an appeal or petition for *certiorari*, prohibition or mandamus.

summary judgment is a judgment on the facts as summarily proven by affidavits, depositions, or admissions.<sup>64</sup> (Emphasis supplied)

Parenthetically, a genuine issue means an issue of fact which calls for the presentation of evidence, as distinguished from an issue which is fictitious or contrived or which does not constitute a genuine issue for trial.<sup>65</sup>

In this case, the Answer of Laqui interposed an affirmative defense, i.e., that he cannot be ejected from the subject property since the property was already assigned to him by Franieza, the administrator of the Estate of Acopiado which, in turn, is the alleged lawful owner.<sup>66</sup> Thus, the rendition of a judgment on the pleadings is improper. What the MTCC should have rendered is a summary judgment because the affirmative defense of Laqui did not present a genuine issue which requires the presentation of evidence for the reason that he is estopped from denying the title of the respondents as lessors pursuant to Article 1436 of the Civil Code and Rule 131, Section 2(b) of the Rules of Court. Further, the right of respondents to recover possession of the property occupied by Laqui is no longer an issue as it has been resolved in the Amicable Settlement executed before the Barangay. An amicable settlement is in the nature of a compromise agreement which has the effect and authority of *res judicata* even if not judicially approved.<sup>67</sup>

## II.

Anent the first issue, Laqui argues that a pretrial should have been first conducted before a judgment on the pleadings (or summary judgment as previously discussed) can be rendered. The Court finds the contention of Laqui untenable, whether viewed from the prism of judgment on the pleadings or summary judgment.

In *Spouses Pascual v. First Consolidated Rural Bank (Bohol) Inc.*,<sup>68</sup> the Court repudiated the CA when the latter held that it is only at the pretrial that the rules allow the courts to render judgment on the pleadings or summary judgment and clarified that then Rule 18, Section 2 (g)<sup>69</sup> of the Rules of Court only spells out that unless the motion for such judgment has earlier been filed, the pretrial *may be* the occasion in which the court considers the propriety of rendering judgment on the pleadings. The import of this pronouncement is

<sup>64</sup> *Id.*

<sup>65</sup> *Basbas v. Sayson*, 671 Phil. 662, 682 (2011) [Per J. Castillo, First Division].

<sup>66</sup> *Rollo*, pp. 68–69.

<sup>67</sup> *Sanchez v. Court of Appeals*, 345 Phil. 155 (1997) [Per J. Panganiban, Third Division].

<sup>68</sup> 805 Phil. 488 (2017) [Per J. Bersamin, Third Division].

<sup>69</sup> Now Section 2(f), Rule 18, pursuant to A.M. No. 19-10-20-SC. It reads:

Section 2. *Nature and Purpose.* — The pre-trial is mandatory and should be terminated promptly. The court shall consider:

...

(f) The propriety of rendering judgment on the pleadings, or summary judgment, or of dismissing the action should a valid ground therefor be found to exist;

*Handwritten signature*



that a judgment on the pleadings or summary judgment may be rendered even without a pretrial.

Moreover, while Rule 18 on Pre-Trial has provisions<sup>70</sup> dealing with judgment on the pleadings and summary judgments, Rule 34 and Rule 35 are still the legal bases for rendering the same,<sup>71</sup> being the ones that specifically deal with judgment on the pleadings and summary judgments. Nowhere in Rule 34 and Rule 35 is it stated that a judgment on the pleadings or summary judgment can be rendered only after pretrial.

At any rate, the Court deems it proper to elucidate on the interplay between judgment on the pleadings, summary judgment, and pretrial.

A judgment on the pleadings is appropriate when an answer to a claim fails to tender an issue, or otherwise admits the material allegations in the adverse party's pleading. In this relation, an answer fails to tender an issue if it does not comply with the requirements of a specific denial under Rule 8, Sections 8<sup>72</sup> and 10,<sup>73</sup> of the Rules of Court, resulting in the admission of the material allegations of the adverse party's pleadings.<sup>74</sup> The essential query in

<sup>70</sup> RULES OF COURT, rule 18, sec. 7 and 10 reads:

Section 7. *Pre-Trial Order*. — Upon termination of pre-trial, the court shall issue an order within ten (10) calendar days which shall recite in detail the matters taken up. The order shall include:

...

(i) A statement that the court shall render judgment on the pleadings or summary judgment, as the case may be.

...

Section 10. *Judgment after pre-trial*. — Should there be no more controverted facts, or no more genuine issue as to any material fact, or an absence of any issue, or should the answer fail to tender an issue, the court shall, without prejudice to a party moving for judgment on the pleadings under Rule 34 or summary judgment under Rule 35, *motu proprio* include in the pre-trial order that the case be submitted for summary judgment or judgment on the pleadings, without need of position papers or memoranda. In such cases, judgment shall be rendered within ninety (90) calendar days from termination of the pre-trial.

The order of the court to submit the case for judgment pursuant to this Rule shall not be the subject to appeal or *certiorari*.

<sup>71</sup> *Philippine National Bank v. Aznar*, 664 Phil. 461 (2011) [Per J. Leonardo-De Castro, First Division].

<sup>72</sup> RULES OF COURT, rule 8, sec. 8 reads:

Section 8. *How to contest such documents*. — When an action or defense is founded upon a written instrument, or attached to the corresponding pleading as provided in the preceding section, the genuineness and due execution of the instrument shall be deemed admitted unless the adverse party, under oath specifically denies them, and sets forth what he or she claims to be the facts; but the requirement of an oath does not apply when the adverse party does not appear to be a party to the instrument or when compliance with an order for an inspection of the original instrument is refused. (8a)

<sup>73</sup> RULES OF COURT, rule 8, sec. 10 reads:

Section 10. *Specific denial*. — A defendant must specify each material allegation of fact the truth of which he or she does not admit and, whenever practicable, shall set forth the substance of the matters upon which he or she relies to support his or her denial. Where a defendant desires to deny only a part of an averment, he or she shall specify so much of it as is true and material and shall deny only the remainder. Where a defendant is without knowledge or information sufficient to form a belief as to the truth of a material averment made [to] the complaint, he or she shall so state, and this shall have the effect of a denial.

<sup>74</sup> RULES OF COURT, rule 8, sec. 11 reads:

Section 11. *Allegations not specifically denied deemed admitted*. — Material averments in a pleading asserting a claim or claims, other than those as to the amount of unliquidated damages, shall be deemed admitted when not specifically denied. See *GSIS v. Prudential Guarantee and Assurance, Inc.*, 721 Phil. 740, 756 (2013) [Per J. Perlas-Bernabe, Second Division].

*Atc*

resolving a motion for judgment on the pleadings is whether or not there are issues of fact generated by the pleadings. Whether issues of fact exist in a case or not depends on how the defending party's answer has dealt with the ultimate facts alleged in the complaint. If the defendant admits all the ultimate facts in the complaint, then such facts, being undisputed, will no longer require evidence.<sup>75</sup> Hence, upon proper motion, the court may be asked to render a judgment based on the pleadings. A trial in this case is dispensed with. As such, it is a form of judgment that is exclusively based on the submitted pleadings without the introduction of evidence as the factual issues remain uncontroverted.<sup>76</sup>

On the other hand, a summary judgment is a procedural device resorted to in order to avoid long drawn-out litigations and useless delays.<sup>77</sup> It is aimed at weeding out sham claims or defenses at an early stage of the litigation.<sup>78</sup> The reason for its existence is explained in *Gorospe v. Santos*:<sup>79</sup>

The purpose of Rule 34<sup>80</sup> of the Revised Rules is to eliminate trial in those cases where there is no genuine issue of fact, since a trial under such circumstances is unnecessary and results in delay and expense which may operate to defeat in whole or in part the recovery of a just claim. As explained by Moore, "The very object of a motion for summary judgment is to separate what is formal or pretended in denial or averment from what is genuine and substantial, so that only the latter may subject a suitor to the burden of a trial. To attain this end, the rule permits a party to pierce the allegations of fact in the pleadings and to obtain relief by summary judgment where facts set forth in detail in affidavits, depositions, and admissions on file show that there are no genuine issues of facts to be tried. The court is authorized to examine evidence, not for the purpose of trying an issue, but to determine whether there is a genuine issue of fact proper for trial."<sup>81</sup>

Relief by summary judgment is intended to expedite or promptly dispose of cases where the facts appear undisputed and certain from the pleadings, depositions, admissions, and affidavits. Summary judgments are proper when, upon motion of the plaintiff or the defendant, the court finds that the answer filed by the defendant does not tender a genuine issue as to any material fact and that one party is entitled to a judgment as a matter of law.<sup>82</sup>

<sup>75</sup> *Fernando Medical Enterprises, Inc. v. Wesleyan University Philippines, Inc.*, 778 Phil. 836, 848–849 (2016) [Per J. Bersamin, First Division].

<sup>76</sup> *GSIS v. Prudential Guarantee and Assurance, Inc.*, 721 Phil. 740, 756–757 (2013) [Per J. Perlas-Bernabe, Second Division].

<sup>77</sup> *Bungcayao, Sr. v. Fort Ilocandia Property Holdings and Development Corporation*, 632 Phil. 391, 400–401 (2010) [Per J. Carpio, Second Division].

<sup>78</sup> *Wood Technology Corporation v. Equitable Banking Corporation*, 492 Phil. 106, 115–116 (2005) [Per J. Quisumbing, First Division].

<sup>79</sup> 161 Phil. 258 (1976) [Per J. Antonio, Second Division].

<sup>80</sup> The rule on summary judgments is provided for under Rule 34 of the 1964 Rules of Court (vis-à-vis the current Rules of Court, as amended by A.M. 19-10-20-SC, where Rule 35 provides for the rules on summary judgments), the rule in effect at the time of the promulgation of *Gorospe* on January 30, 1976.

<sup>81</sup> 161 Phil. 258 (1976) [Per J. Antonio, Second Division].

<sup>82</sup> *Majestic Plus Holding International, Inc., v. Bullion Investment and Development Corporation*, 801 Phil. 883, 902 (2016) [Per J. Peralta, Third Division].

The proper inquiry in this regard would be whether the affirmative defenses offered constitute genuine issues of fact requiring a full-blown trial. In a summary judgment, the crucial question is: are the issues raised not genuine so as to justify a summary judgment?<sup>83</sup>

From the foregoing disquisition, it can be deduced that both judgment on the pleadings and summary judgments are tools in the realm of adjective law, the *raison d'être* of which is to allow the immediate disposition of cases by dispensing with the need of trial when the requisites for their utilization are present.

Relatedly, pretrial is a procedural device meant to limit the issues to be tackled and proved at the trial.<sup>84</sup> It is primarily intended to make certain that all issues necessary to the disposition of a case are properly raised.<sup>85</sup> Its chief objective is the simplification, abbreviation, and expedition, if not the dispensation, of trial<sup>86</sup> by filtering issues that need to be considered.

An issue arises if there is an antagonistic assertion by the opposing parties of their respective claims as a result of a denial by one party of the allegations of the other. Thus, if there are no issues owing to the admission of one party of the material allegations of the other or that the issues raised are not genuine thereby dispensing with the need of a trial, and the court can render a judgment on the basis of the allegations and admissions in the case of a judgment on the pleadings or on the basis of the pleadings, admissions, documents, affidavits and/or counter-affidavits<sup>87</sup> in the case of a summary judgment, then the conduct of a pretrial is no longer necessary as there are no longer issues to be tried.

If the answer fails to tender an issue, or otherwise admits the material allegations of the adverse party's pleading, or does not raise a genuine issue, then a court can render a judgment on the pleadings pursuant to Rule 34 or summary judgment pursuant to Rule 35, as the case may be, even before and without pretrial since a pretrial in this circumstance would be devoid of any practical significance as there would no longer be issues to be tried by virtue of the admission or the fact that the issues raised are either sham, fictitious, contrived, or set up in bad faith and are patently unsubstantial. If, notwithstanding the failure of the answer to tender an issue or that the issues raised are not genuine, the case reached the pretrial stage, then the court can

---

<sup>83</sup> *Iloilo Jar Corporation v. Comglasco Corporation/Aguila Glass*, 803 Phil. 567, 577 (2017) [Per J. Mendoza, Second Division].

<sup>84</sup> *Abubakar v. Abubakar*, 375 Phil. 688 (1999) [Per C.J. Davide, Jr., First Division].

<sup>85</sup> *Spouses Tinio v. Manzano*, 366 Phil. 931 (1999) [Per J. Gonzaga-Reyes, Third Division].

<sup>86</sup> *Development Bank of the Philippines v. Court of Appeals*, 251 Phil. 390 (1989) [Per J. Narvasa, First Division].

<sup>87</sup> *Narra Integrated Corporation v. Court of Appeals*, 398 Phil. 733 (2000) [Per J. Gonzaga-Reyes, Third Division].

issue a judgment on the pleadings or summary judgment after the pretrial pursuant to Rule 18, Section 10.<sup>88</sup>

Laqui's postulation that a judgment on the pleadings (or summary judgment) is predicated on the conduct of pretrial is tantamount to needlessly protracting litigation and is antithetical to the reason for which the devices of judgment on the pleadings and summary judgments exist. To indulge Laqui's contention is to emaciate the potency of these remedial tools in promoting the objective of the Rules of Court in securing a just, speedy, and inexpensive disposition of every action and proceeding.<sup>89</sup>

### III.

On the issue of the denial of Laqui's affirmative defense, he argues that he is not estopped from raising the issue of ownership since there was a change in the nature of the title of respondents. He alleged that this claimed change of nature of the title of respondents was only made known to him only after the signing of the amicable settlement which he was forced to sign.<sup>90</sup>

This issue cannot be given due course as it is a question of fact. Settled is the rule that only questions of law may be raised under Rule 45 of the Rules of Court.<sup>91</sup> None of the exceptions<sup>92</sup> which warrant a factual review is present in this case.

Nevertheless, Laqui's contention is still unmeritorious. Laqui cites the case of *Santos v. National Statistics Office*<sup>93</sup> to buttress his position:

<sup>88</sup> RULES OF COURT, rule 18, sec. 10 reads:

Section 10. *Judgment after pre-trial*. — Should there be no more controverted facts, or no more genuine issue as to any material fact, or an absence of any issue, or should the answer fail to tender an issue, the court shall, without prejudice to a party moving for judgment on the pleadings under Rule 34 or summary judgment under Rule 35, *motu proprio* include in the pre-trial order that the case be submitted for summary judgment or judgment on the pleadings, without need of position papers or memoranda. In such cases, judgment shall be rendered within ninety (90) calendar days from termination of the pre-trial.

The order of the court to submit the case for judgment pursuant to this Rule shall not be the subject to appeal or *certiorari*.

<sup>89</sup> RULES OF COURT, rule 1, sec. 6 reads:

Sec. 6. *Construction*. — These Rules shall be liberally construed in order to promote their objective of securing a just, speedy, and inexpensive disposition of every action and proceeding.

<sup>90</sup> *Rollo*, pp. 12–13.

<sup>91</sup> *Board of Commissioners of the Bureau of Immigration and the Jail Warden v. Wenle*, G.R. No. 242957, February 28, 2023 [Per C.J. Gesmundo, *En Banc*].

<sup>92</sup> [T]he general rule for petitions filed under Rule 45 admits exceptions, to wit: (1) When the conclusion is a finding grounded entirely on speculation, surmises or conjectures; (2) When the inference made is manifestly mistaken, absurd or impossible; (3) Where there is a grave abuse of discretion; (4) When the judgment is based on a misapprehension of facts; (5) When the findings of fact are conflicting; (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) The findings of the Court of Appeals are contrary to those of the trial court; (8) When the findings of fact are conclusions without citation of specific evidence on which they are based; (9) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondents; and (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record. (*Spouses Miano v. Manila Electric Co.*, 800 Phil. 118, 123 [2016] [Per J. Leonen, Second Division])

<sup>93</sup> 662 Phil. 708 (2011) [Per J. Del Castillo, First Division].

*Handwritten mark*

[W]hat a tenant is estopped from denying . . . is the title of his landlord at the time of the commencement of the landlord-tenant relation. If the title asserted is one that is alleged to have been acquired subsequent to the commencement of that relation, the presumption will not apply. Hence, the tenant may show that the landlord's title has expired or been conveyed to another or himself; and he is not estopped to deny a claim for rent, if he has been ousted or evicted by title paramount.

Thus, we declared in *Borre v. Court of Appeals* that:

The rule on estoppel against tenants is subject to a qualification. It does not apply if the landlord's title has expired, or has been conveyed to another, or has been defeated by a title paramount, subsequent to the commencement of lessor-lessee relationship. In other words, if there was a change in the nature of the title of the landlord during the subsistence of the lease, then the presumption does not apply. Otherwise, if the nature of the landlord's title remains as it was during the commencement of the relation of landlord and tenant, then estoppel lies against the tenant.<sup>94</sup>

The pronouncement in *Santos* is not applicable in this case. There is no change in the nature of the title of respondents subsequent to the commencement of the lessor-lessee relationship. Laqui argues that the subject property was owned by the late Don Gregorio and Don Anacleto M. Acopiado (Acopiado) as early as 1972,<sup>95</sup> long before the commencement of the lessor-lessee relationship between him and respondents in 2002. This claim is essentially a denial of respondents' title at the time of the commencement of the lessor-lessee relationship between them, a situation that is squarely addressed by Rule 132, Section 2(b) of the Rules of Court and Article 1436 of the Civil Code.

To give a mirage of such a subsequent change, Laqui cites the purported Deed of Assignment allegedly executed on October 30, 2019 between the claimed administrator of the property, Franieza, and him. However, as found by the RTC, Laqui failed to prove the authenticity of the said Deed of Assignment.<sup>96</sup> He also failed to establish the authority of Franieza to make an assignment of the subject property.<sup>97</sup> Tangentially, it is well to note that an administrator's power extends only to acts of administration, i.e., those acts aimed at managing and preserving the property of the deceased.<sup>98</sup> In order to

<sup>94</sup> *Id.* at 721–722

<sup>95</sup> *Rollo*, p. 68.

<sup>96</sup> *Id.* at 127.

<sup>97</sup> *Id.*

<sup>98</sup> RULES OF COURT, rule 84, sec. 1, 2, and 3 provides:

RULE 84

General Powers and Duties of Executors and Administrators

Section 1. *Executor or administrator to have access to partnership books and property. How right enforced.* — The executor or administrator of the estate of a deceased partner shall at all times have access to, and may examine and take copies of, books and papers relating to the partnership business, and make examine and make invoices of the property belonging to such partnership; and the surviving partner or partners, on request, shall exhibit to him all such books, papers, and property in their hands or

*Handwritten mark*

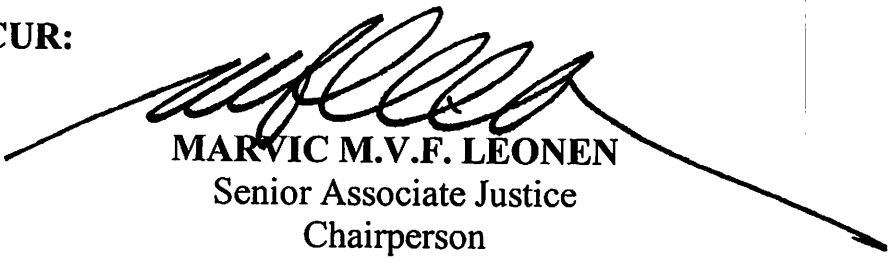
perform acts of strict dominion such as an assignment, an administrator needs an authorization from the probate court which has jurisdiction over the estate.<sup>99</sup> In this case, while court proceedings or orders have been cited in the Deed of Assignment, no authentic copies were presented.<sup>100</sup> Assuming *arguendo* that the Deed of Assignment and the court orders were duly established, the Deed of Assignment is not constitutive of a change of title subsequent to the commencement of the lessor-lessee relationship between Laqui and the respondents for the reason that it proceeds from the alleged title of the Acopiados which cannot be invoked to deny the title of the respondents since Laqui is estopped as afore-discussed.

**ACCORDINGLY**, the Petition is **DENIED**. Petitioner Rolly B. Laqui, Sr. is **ORDERED** to vacate the leased property at No. 54 Manuel Roxas Street, Teacher's Camp, Baguio City and to **PAY** respondents Alex E. Sagun, Nelia S. Espiritu, and Katherine Marie T. Sagun PHP 5,300.00 from September 2019 until such time when Laqui, Sr. shall have finally vacated the same. The amount awarded shall bear legal interest at the rate of 6% per annum from finality of this Decision until full payment as the interim period constitutes a forbearance of credit.<sup>101</sup>

**SO ORDERED.**

  
**ANTONIO T. KHO, JR.**  
Associate Justice

**WE CONCUR:**

  
**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Chairperson

---

control. On the written application of such executor or administrator, the court having jurisdiction of the estate may order any such surviving partner or partners to freely permit the exercise of the rights, and to exhibit the books, papers, and property, as in this section provided, and may punish any partner failing to do so for contempt.

Section 2. *Executor or administrator to keep buildings in repair.* — An executor or administrator shall maintain in tenantable repair the houses and other structures and fences belonging to the estate, and deliver the same in such repair to the heirs or devisees when directed so to do by the court.

Section 3. *Executor or administrator to retain whole estate to pay debts, and to administer estate not willed.* — An executor or administrator shall have the right to the possession and management of the real as well as the personal estate of the deceased so long as it is necessary for the payment of the debts and the expenses of administration.

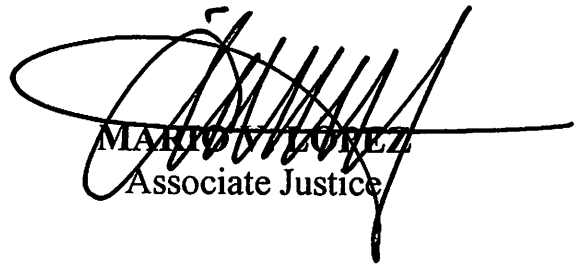
<sup>99</sup> RULES OF COURT, rule 89, sec. 7 provides:


Section 7. *Regulations for granting authority to sell, mortgage, or otherwise encumber estate.* — The court having jurisdiction of the estate of the deceased may authorize the executor or administrator to sell personal estate, or to sell, mortgage, or otherwise encumber real estate, in cases provided by these rules and when it appears necessary or beneficial under the following regulations.

<sup>100</sup> *Rollo*, pp. 127–128.

<sup>101</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta, *En Banc*].


  
**AMY C. LAZARO-JAVIER**  
Associate Justice

  
**MARVIC M.V.F. LEONEN**  
Associate Justice

  
**JHOSEP Y. LOPEZ**  
Associate Justice

### ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Chairperson, Second Division

### CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

  
**ALEXANDER G. GESMUNDO**  
Chief Justice

