

[BLACK OUT]

READY FOR JUDGMENT the [blackout] filed by **** against [blackout] acts and other authority considered violations of individual rights under Articles 14 and 16 of the Mexican Constitution; and

THE FACTS

ONE. Admission, procedure and integration. The plaintiff's claim to an amparo or relief proceeding was delivered to the [Blackout] Central Filing Desk on [blackout], in regard to the [blackout] process and knowledge. [Blackout] admitted the claim on [Blackout], [blackout] and ordered the responsible authorities to prepare their justification report, and to serve the third parties affected, **** and **** authorizing the Public Prosecutor's acting under its jurisdiction to intervene in the case. The constitutional trial hearing was then held on [blackout], [blackout].

TWO. Remittance and receipt of the case record to assist with the final ruling. An affidavit was issued on [black out], [black out] [black out] ordered the Central Filing Desk to send the [black out] with [black out] in compliance with the terms set forth on [black out], [black out] by the [black out] is hand down the final ruling. The procedural decision was then issued by the head of [black out] on [black out], [black out].

[Blackout] residing at [blackout], focused on hearing the case, and ordered that the respective entries be recorded in the electronic book to create the **** file and proceed to hand down the final ruling.

WHEREAS

ONE. jurisdiction. [Blackout]

[Blackout] has jurisdiction to hear and rule on this [Blackout] proceeding, in accordance with Articles 36 and 114 paragraph V of the Law of Amparo or relief proceedings, and in terms of the General Agreements reached by [blackout] and [blackout] concerning [blackout] with [black out] with joint jurisdiction and [blackout].

TWO. Precision and certainty of the acts claimed. In terms of Article 77, Section I of the Writ of Amparo Law, we proceed to set out clearly and precisely the act in question, reviewing the demand for guarantees, the concepts of violation and other evidence in the case record on the proceedings, in order to effectively resolve the issue raised. Consequently, we understand that the complainant is claiming the following:

a) From the [blackout] residing in [blackout], the lack of calling to the trial, and the launch order and all proceedings related to summary eviction number judgment ****

b) From the actuary under [black out] the eviction action practiced in summary eviction trial number ****.

THREE. Certainty of the contested act. The acts claimed before the responsible [black out] authorities are certain, as can be clearly seen in their justification reports (page 27).

We confirmed the existence of the acts claimed with the documentary evidence submitted for summary eviction trial number ****, by the responsible authorities supporting their justified reports for which they provided full proof in terms of Article 129, in relation to sundry Articles 197 and 202 of the Federal Code of Civil Procedure, as supplementary application to the Writ of Amparo Law, because the documents were issued by public officials in the performance of their official duties.

Considering the affirmative report and the full legal effect of the case file presented, the existence of the contested acts are conclusively demonstrated according to case laws 226 and 278, issued by the full Supreme Court of Justice of the Nation in the Fifth Series, pages 153 and 231 of Appendices 1995 and 2000, under electronic Quick Reference numbers 917,812 and 394,182 related to *"AFFIRMATIVE JUSTIFIED REPORT" and "PUBLIC DOCUMENTS, CONCEPT OF AND PROBATIVE VALUE."*

FOUR. Determination of the background of the acts claimed. In order to ensure a better understanding about this case, it is important to narrate, on what matters, the evidence in summary eviction trial number ****, of the [black out] index providing the following information:

1) A document issued on [black out], [black out], ****, promoted an eviction claim against ****, noting that the property object of the claim could be located in the building located at street **** of [black out], claiming the following benefits on what matters, such as vacating the property and physically turning it over, and payment of the rent for [black out]. Notable facts in the claim stated that he signed a lease agreement in the year [black out] with the defendant who failed to pay the rent. He offered the contesting party's confessional as evidence, and the lease agreement and the claim (pages 31-34).

2) The procedural decision dated [black out], [black out], admitted the claim and filed it under case number ****, immediately ordering that the defendant be asked to prove that it is current in the payment of rent and proceed to an embargo for unpaid rents, in light of failure to do so. He was also ordered to be vacated the property within [black out] days, warning him of a possible eviction at its own cost if it failed to do so (page 36).

3) The actuary assigned to the corresponding court recorded confirmed that she visited the property located at at Street **** of the City of [black out] on [black out], [black out] and was attended by ****, who claimed to be the wife of the defendant ****, and since she provided no identification, she proceeded to describe here. She also confirmed that **** said that her husband left the home three years ago and never came back, that they do not rent the house, that it belonged to her and her husband,

and that they built it together, but her husband abandoned them and she did not know where to find him (page 37).

4) The order including the diligence, embargo, operation and summons was carried out on [black out], [black out] at the address object of the eviction order with defendant ****, who did not exhibit proof of any rental payments that showed that he was current in his payment, and he acknowledged that he has outstanding receipts pending payment. He was then granted a 20-day period to vacate the leased property, warned that he would be evicted at his expense if he failed to do so. He was then asked to point to his assets for embargo purposes, but he refused to do so and did not allow the actuary to come into the home, whereby the plaintiff reserved its right to point to the goods for embargo. Finally, we proceeded to summons him to trial with the formalities and warnings established by law (page 39).

5) The defendant responded to the eviction order in an agreement issued on [black out], [black out] ****, stating that all of the facts were true, except one in its redaction, because his sister who is the plaintiff gave him a payment deadline considering the problems he had with his wife and because they were getting divorced, and it was unfair to charge him the rent when she had waived the payment. His defense included inaction and he offered the contrary party's confessional as evidence, and the instruments related to the actions and the presumption in its dual legal and human aspects (pages 40-42).

6) The defendant's defenses and exceptions were rejected through the agreement dated [black out], [black out] for failure to comply with the provisions set forth in Article 480 of the Code of Civil Procedure (page 43).

7) The hearing held on [black out], [black out] concluded that it was impossible to reconcile the case because the parties failed to appear at the hearing. Therefore, the confessional evidence presented by the plaintiff asked that the case be declared void, which did not result in a favorable resolution, and with regard to the defendant's confessional, the declaration was made that the party had made an admission. The Motion for Revocation was then filed regarding the decision related to the plaintiff's confessional evidence, which was declared unfounded. A new hearing was then scheduled where the defendant desisted from the evidence presented (pages 61-77).

8) A judgment issued by a trial court on [black out], [black out] stated that the plaintiff had demonstrated its his action and the defendant was sentenced to an eviction, and ordered to vacate and deliver the property object of the lawsuit, and pay the lease amounts owed equal to \$ 72,000 (pages 78-81).

9) The ruling issued on [black out], [black out] determined the executory judgment of the trial court judgment (page 90).

10) The procedural decision issued on November ___ of [black out] ordered the plaintiff to take possession of the property, subject of the judgment authorizing the defendant's eviction, with the help of the police (page 97).

11) The eviction was carried out on [black out], [black out] in an orderly manner that reads as follows:

"In [black out] at [black out] hours and [black out] minutes of the day [black out] of the year [black out], the undersigned Clerk assigned to the First Civil Court of this [black out], duly accompanied by Ms. **** in her capacity as legal representative of the plaintiff in this trial. Ms. **** accredited her personality in the records, and there is no need to ask her for her identity documents because she is well-known by the undersigned and by Municipal Public Safety agents [black out] and [black out], the bearers of work credential number [black out], riding on board vehicle number ____, which credential was attested as seen in this act and returned to the holder, according to the established requirements, I hereby note that I legally and properly went to the address of the property object of this judgment, located at STREET **** of [black out] to comply with the terms set forth in the order issued on [black out], [black out] and after confirming the address and that it was the property object of this judgment and this proceeding, because I was in the Colonia looked for in this city, where I saw the corresponding street sign and number on the outside of the building, and attest that it is a property that has two buildings, and the one we are interested in is located inside. Based on the direct instructions provided by the person accompanying me, the undersigned hereby confirms that there were people present, who said that this is the address we are looking for and that the defendant is their father, but that he does not live with them, and that the person in charge is Mrs. _____ ; however, she was at work and they said that one of them was the daughter of Mrs. _____ and the defendant, and simply said that her name was ****, and because they do not want to identify themselves, I proceeded to describe her as being approximately **** years old, with a **** skin tone, ****-colored hair, measuring **** meters tall, with a **** complexion. We also saw a minor who is approximately **** years of age, with a **** skin tone and **** complexion. He said that he was the son of the defendant and Mrs. ****. The other two persons were adults, one a female who said that she was married to the defendant's oldest son, and the other a male who said that he is dating ****. They were advised of the purpose of our procedural step and stated that were opposed to the action and that we should wait for ****, who arrived ten minutes later accompanied by Attorney at Law ****. We proceeded to inform Mrs. **** of the purpose of our procedure, who said that she did not agree, and that she is the owner of the property, although she was not able to prove this fact, so we proceeded to vacate the premises with the help of the five movers that were there. (Tested). Consequently, once the building was completely vacated, we changed the locks, and the assigned Actuary, acting on behalf of the Honorable Judiciary [black out] turned the material and juridical possession over to the plaintiff through its legal representative, who was present, who stated that it was received in conformity and asked that this proceeding be used to issue a certified duplicate copy of the eviction procedure, which the undersigned reserved to inform the Judge of the outcome, for all legal purposes that may be required. With this, I conclude this diligence, and raise this record to this case level. It was signed by the parties involved and those who wished to do so. I hereby attest to the truth of all of the statements contained herein.

File number ****, (illegible signature) [black out] Secretary Clerk (page 98).

FIVE. Study of the grounds for inadmissibility invoked by the third party affected ****. The plaintiff believes that the plaintiff in the natural trial, which is now the third party affected, update the grounds for inadmissibility provided in Article 73, Sections V, IX, XI, XII and XVII of the Writ of Amparo Law .

He maintains the above, because the complainant had knowledge of the [black out], [black out] summary [black out] judgment according to the actuarial proceedings that was to be used to summon the defendant.

He argues that the act is consummated, because the property was vacated and the parties were evicted and furthermore, the complainant stated that she is divorced from the defendant and he had no legal interest.

The update to section IX of Article 73 of the Writ of Amparo Law is unfounded, since the fact that the plaintiff was evicted from a building does not make it impossible to redress her constitutional rights, as there are no material or legal obstacles to restore such rights.

This is supported with the thesis issued by the Fifth Civil Collegiate Court of the First Circuit in the Eighth Series page, two hundred forty-one, volume XI, June 1993, Quick Reference in the IUS or electronic record number 216,162, whose heading and text reads as follows:

"LEASE, THE TENANT'S EVICTION, EXECUTION OF THE, DOES NOT LEAVE THE CASE WITHIN MATTER FOR AN INJUNCTION OR AMPARO PROCEEDING. Although the evidence found in the constitutional record includes the actuarial diligence exhibited by the natural judge upon rendering her justified report that was offered as evidence by the party filing its disagreement, which is today's third party affected, pursuant to the eviction order, that circumstance cannot lead to repeal the federal decision under appeal, since the eviction is not without unprotected or without an amparo, nor can it be considered the case of an irreparable act, as set forth in Sections IX and X of Article 73 of the Writ of Amparo Law, because the rights under the lease agreement are not defined with a simple eviction, but are established in the judgment to be issued in the writ of amparo proceeding. Therefore, the matter of constitutional adjudication does not disappear until the ruling is handed down for that trial."

On this issue, our highest court has the interpreted acts performed beyond repair as those whose effects cannot be legally disappeared by returning things to their previous state, which precludes invalidating and returning to the governed their fundamental right.

We invoke the thesis issued by the Second Chamber of the Supreme Court of Justice of the Nation, available on page 738, published in the Federal Weekly Gazette,

Volume XXIX, Fifth Series, under the ius or register electronic number 337.936, under the following heading and text:

ACTS COMPLETED THAT CANNOT BE REPAIRED. These must be understood as such in order to admit the writ of amparo, as those whose effects cannot legally disappear, returning things to their previous state; and if the actions of the authorities, even if accomplished, produce effects that continue to manifest and are merely the result of those and that may disappear under the concession, there is no cause for dismissal."

Regarding the cause of inadmissibility under Article 73, section XII of the Writ of Amparo Law, because they had an understanding with the complainant, the diligence completed on [black out], [black out] intending to summons defendant **** to a trial.

In this regard, the assertions stated by the third party affected are determined as true, since page 37 of the referenced diligence, was, in fact, discussed with the complainant. However, the cause object of the study is unfounded, since this document does not prove the true and full knowledge of the act claimed.

While there is evidence that the complainant learned that **** was sued for rent, the fact is that he was not informed which court of justice held the claim, or about the type of trial, the dossier number used to process the trial, the benefits claimed, or evidence that he knew the plaintiff's name.

Therefore, even though there is knowledge of the act, the fact is that such information is indirect, since the person sought was the defendant **** and also, as determined, the knowledge provided about the act was incomplete, since there is no evidence that the appellant was aware of the minimum and indispensable elements included in the proceeding in which it is considered a third party foreign to the claim.

On these grounds, the First Chamber of the Supreme Court of Justice of the Nation has interpreted that the knowledge of the act must have the qualities of direct, correct and complete, and this can be corroborated in the case law of the First Chamber of the Supreme Court of Justice of the Nation in the Ninth Series, Page Four, Volume XVI, September 2002, Quick Reference in the IUS or electronic record number 186.084, whose heading and text read as follows:

"ACT CLAIMED. THE NAME OF THE RESPONSIBLE AUTHORITY MUST BE PROVIDED UPON RECEIVING THE COPIES REQUESTED. The Supreme Court of Justice of the Nation has held the view that under the spirit informed in Article 21 of the Writ of Amparo Law, when the complainant learns of the act claimed, it must receive such knowledge through a direct means that can be proven and not inferred based on assumptions. Consistent with the above, it is concluded that it wasn't until the individual received the requested copies before the responsible authority, in order to file the guarantee trial that it obtained direct, accurate and full knowledge of the Law in question, since it is only then that it was certain that the individual had full knowledge of the entire case, which it believes violates the guarantees and, thus became the date

that should be used as the basis to calculate the term provided in Article 21 of the Law. Otherwise, the presumption that the simple request for copies presented by the complainant is considered as having full knowledge of the act claimed, could cause the term for submission of the application to begin before it had full knowledge of the act claimed, thus limiting the term he has to formulate his claim and defend his rights, which would result in a denial of the administration of justice and would actually break the procedural balance by limiting its possibilities for defense."

Finally, the referenced third party affected also asserts the diverse cause established under section V of Article 73 of the Writ of Amparo Law, noting that the complainant is not interested in the property, since she is divorced from the defendant in the natural judgment.

The reason given is unfounded, since in the case at hand, the fact that the complainant is or not divorced from the defendant, is totally unrelated to his legal interest, while his main complaint has nothing to do with keeping her marital status, but with the fact that she owns the property, since she said that she built it with her husband on the grounds that his father donated the land, but never formalized the property title deed.

Furthermore, the claimant alleges a right prior to the event, which, although related to the third party affected, it has the opposite interest for the purpose of this trial, as justified later on in this final ruling; therefore, and without evidence that the marriage is dissolved, the issue must be resolved on the merits of the case, and it is wrong to study it as an inadmissible case.

The thesis issued by the Third Collegiate Court in Civil Matters of the First Circuit in the Ninth Series can be consulted for identity purposes. It is found on page 2,817, Volume XXXI, April 2010, Quick Reference in the IUS or electronic record number 164.662, whose heading and text read as follows:

"FOREIGN THIRD PARTY WITH A LEGAL INTEREST. THE BOND OF MARRIAGE WITH THE DEFENDANT SHOULD BE CONSIDERED AS A LEGAL CAUSE TO DEFEND THE LEGAL POSSESSION OF THE CONJUGAL HOME, WHEN IT PRECEDES THE CONTRACTUAL, PERSONAL MATTER IN A NATURAL TRIAL. The Full Court of the Supreme Court of Justice of the Nation has established that the possession held by a third party that is foreign to the trial originating the acts claimed, can be the subject of constitutional protection if it is derived from a title based on a legal concept or precept of the law that creates the right of possession. It must have an objective basis that reasonably produces the conviction that it has the right to own the property in question, understanding that the title generates that possession in this case. Whoever exercises the amparo must hold a right of possession that may be threatened by the act of authority. Therefore, it is necessary to justify such impairment or damage that proves that the possession of the property defended is not the result of a contractual relationship derived from the natural judgment, but is based on a different cause. However, proving the conflict between spouses to resolve matters regarding

divorce, reveals that they have conflicts of interests. In this context, it is not legal to determine that the spouse of the defendant in a real estate lease trial is the assign thereof; that is, simply the occupant of the property defended, if it proves that its possession of the property precedes the date of the contractual relationship that is the object of a natural judgment when the spouse is sued. Therefore, legal interest is proven when demonstrating that a) it holds possession of the property as the marital home; b) the ownership or possession of the property of one or both spouses preceded the personal contractual relationship object of the trial. Therefore, since this is not part of that contractual relationship related only to the spouse, the right to a hearing must be respected to keep from being dispossessed because of a lawsuit filed after the date on which she took possession of the property defended as the conjugal home on the grounds of marriage. This is because marriage is a personal relationship that is only destroyed between the spouses through divorce, and if it the origin of the spouse's possession, it must be concluded that the spouse cannot be deprived of that possession by a judgment against a spouse for a matter related to a lease agreement signed after the spouse took possession of the property under the marital bond. It is understood that the protection of that possession has exclusive effects in the trial of guarantees and does not imply that it cannot be deprived of it through the proper legal proceeding where is heard and defeated."

Without there being other grounds of inadmissibility for the reply, or the notice of a legal document, this Constitutional Court believes that we should proceed by studying the request for defense.

SIX. General details about constitutional litigation. In this case, the plaintiff argues that the hearing and legality guarantees contained in Articles 14 and 16 of the Mexican Constitution were violated as follows:

I. She is a third party that is foreign to the trial ordering and executing the eviction from the property that she lived in on Inhabited street **** of [black out].

II. That summary eviction trial number **** is a mock trial, as this trial was furtively conducted without her being aware of it, and her nature as the owner was well-known by the parties, because there is a family rancor and they tried to evict her and her children.

III. That she has a legal interest because she owns the property, because it is their home. The property was verbally donated by her father-in-law ****, in joint ownership with his two sons; that the property has been under dispute for the more than 25 years of marriage when [black out] first occupied the premises, by reason of a problem she had with third party affected party ****. That they built their house on the property, and her children were born there, and that her former husband procrastinated and failed to formalize the donation agreement in a public deed.

IV. That, for reasons of infidelity, the third party affected left the home and, when they got divorced, they agreed that she and their children would live in the property object of controversy; her former spouse and her family live in the front part of the property and there are serious differences between them and these people, and even his daughter has denounced her father, the third party affected in this case.

V. That an actuarial clerk showed up on [black out] with an eviction order, and even when the complainant said that she was foreign to the trial, she was told that the order must be executed and was evicted from her possession, by putting her own and the childrens' belongings on the street.

The following evidence was presented in this trial:

a) Two statements issued by Banco Nacional, on behalf of the complainant ****, indicating that her home is located at street **** in [black out] (pages 12 and 13).

b) Two invoices issued by cellular phone carrier Telcel on behalf of the complainant ****, indicating that her home is located at street **** in [black out] (pages 14-15).

c) Original power bill issued on behalf of **** on the property in dispute, for the month of [black out] of [black out] and proof of payment (pages 17 and 18).

d) Account statement issued by [black out] on behalf of ****, indicating that her home is located at street **** in [black out] (pages 19 and 20).

e) Copies certified and collated by the [black out] Secretary of original driver's license number ****, the State Voters Registration card and the identity card issued by the Federal Electoral Institute , on behalf of ****, indicating that she lives at the address mentioned in the paragraphs above (page 21).

f) Certified copy of evidence of a civil ordinary proceedings on a necessary divorce under file number of the [black out] index filed by the defendant **** against **** (pages 135-204).

What matters is taken from this case:

1. The original claim asked to summon the complainant in the matter of property litigation.

2. The plaintiff and the third party affected had three children.

3) The third party affected stated that he separated from the complainant on [black out], [black out], and that they live in different houses.

4) The file includes a marriage certificates and their childrens' birth certificates, with the address object of the litigation.

g) Certified copy of certain records filed as a voluntary jurisdiction under file number of index **** [black out] filed by *** and **** (pages 135-204).

The following is found from this proof of evidence:

1. The complainant and the third party affected proposed an agreement an alimony and custody agreement to the judge regarding their minor children.

2. The first clause established that for the custody and care would be left to the plaintiff at the address object of the controversy, both during the procedure and once the agreement was ratified.

3. The third party affected says that he lives in a different house, located at Avenue **** number **** of residential housing ****, during both the procedure and once ratified.

4. That for the affected third party would pick up at the children at her home, which is the object this injunction, for convivial purposes.

h) Testimony issued by **** and ****, who stated that they are the claimaint and ****'s children, and agreed when they said:

- That their mother owns the property located at Avenue **** in [black out], as their paternal grandfather donated the property to their father dad ****, verbally;

- That the complainant **** has lived at the home for close to 25 years;

- That they have lived their entire lives in that property, along with their siblings.

- That the reason for stating this is that they have lived in that property, along with with siblings their entire lives.

The evidence provided have probative value as described in paragraphs a), b) and d), which are private documents, and have not been disputed by the parties, thereby acquiring full value; and the documents described in paragraphs d), e), f) and g) are public documents because they were issued by officials in the exercise of their duties and have full probative value in terms of Articles 197, 202, 203 , 207, 212, 215 and 217 of the Code of Civil Procedure that supplements the Writ of Amparo Law.

The evidence described in paragraph g) consisting of the testimony provided in the facts above, have full probative value, whereas the statements made by the deponents enjoys credibility, on the grounds that all documentary evidence corroborates the location of the property object of the litigation, although its independence from the case is questionable, considering that their words are valid and can be used in this trial, with due caution and reserve.

[black out]

SEVEN. Resolution of constitutional litigation. Having reviewed and considered the facts, prerequisites and evidentiary burden of this case, the Constitutional Judge proceeds to justify the judicial decision in the following terms.

In this case, since it is a trial related to a third party that is foreign to the case, the deficiency of the complaint must be supplemented; however, the case also calls for a gender-sensitive interpretation.

This Court understands a gender-perspective as our country's international obligation to optimize judicial discretion in all matters relating to women under the Convention on the Elimination of All Forms of Discrimination Against Women, Article 2, paragraphs c), d and f), and Article 14 numeral 2, subsection h) and Article 24.

This obligation has its national counterpart in the general laws for equality between Men and Women, and a Woman's Access to a Life Free of Violence. These rules order the State's general obligation to substantially prioritize women and their legal claims.

The optimization of judicial discretion by gender is basically the visibility of women in the social, legal and policy where, for political reasons, it has been forbidden that requires special consideration.

Under this scheme, the courts must ensure the overall renewal of the system to produce criteria frontally face the structural parameters of social and legal asymmetries of women, in order to project a substantive and real equality to a fair and caring society.

It is for the reasons that have been exposed, which in this case is required to weigh the probative framework under a standard of individual suitability to seek special consideration to the situation of women, which in this case lies in your individual situation facing a eviction from the home where he lived for family reasons.

So then, in this case it becomes visible that the complainant is a woman of adult age, forty-four years old (marriage) working (in the measure of eviction this was reported) that procreated to the third party affected three children, who by reason of his marriage to a man lived a building owned by his father, who in relation to child support court had to agree with her husband delivery man, who agreed with her room of the property in dispute , according to the agreement of foods that work on cars.

It also makes visible that he was sued for divorce and that she objected for legal reasons; well, the address of which was subject to eviction, was inhabited by herself and her children, and that men live in different homes; and that despite the uniform body of evidence showing that, in the judgment which ordered the eviction proceedings on the domicile of the plaintiff, where the man pretended to inhabit it is understood.

That the judgment of eviction occurred during a demand for income promoted by the sister of the injured party; that in this judgment of eviction was not vented for legal reasons any evidence by the defendant, and that even to answer the complaint said was all true, alleging inaction untested at any time anything about it, without recourse to failure end causing the eviction of complaining here.

In this way it shows that, for purposes of this constitutional judgment, the defendant, husband of the plaintiff, has the character of third party affected, as a convenience and simulation in that judgment to be processed where it would be ordered eviction demonstrated the complainant.

In this way it shows that, for purposes of this constitutional judgment, the defendant, husband of the plaintiff, has the character of third party affected, as a convenience and simulation in that judgment to be processed where it would be ordered eviction demonstrated the complainant.

In this way highlights the vulnerability of women here complaining, while its factual position vis the injured and against legal formalism third, produces a totally defenseless, there is also a suspicion that, as called for in the present judgment , a judgment in order to evict was processed, which, moreover, who experience this solves, is a common practice in our country.

Indeed, it has been consistent practice, for family disagreements, the man's wife vacate housing and, under the strict formality of a trial, left helpless and without warranty of hearing women.

It is therefore under a gender perspective that can and should view those issues that have been accepted common practice and that our society has emphatically decided to eradicate to claim the equal position than structural and has historically been denied to women and their situation ; therefore, it is based on paragraphs 1 and 4 of our Constitution which this court makes clear what has always been evident.

Should be noted that gender cannot disrupt the legal order, but must be harmonized so that the claim of the non produces undue advantages, either, losing its essential social sense, ie, that benefits of mere avoid order patrimonial or unrelated to the value of equality that gender proposes.

It justified the constitutional reasoning of this case, 'vented it decides that the evidence in this trial are insufficient to demonstrate that the right to grant the complainant claims to have regarding the property of the evicted.

This conclusion is reached, because the grantee stated in its application that the donation of his father went to their children, condo, but the testimonies indicate that their children's grandfather donated the property to the third party affected and she; therefore, there is confusion over the ownership of the property and there is no evidence at trial to help clarify this issue.

On the other hand, the study of documentary presented by the complainant, it is not possible to deduce a property right, whereas only reflect the continuity of the complainant room in the building, but not its domain.

While the evidence in question do not prove a property right, yes it is clear from the complaint and the evidence as a whole, that there is a civil figure of use and room to be protected.

[black out]

[black out] takes into account the decision in the Court P. / J. 1/2002 of the Plenum of the Supreme Court of Justice of the Nation, in the Ninth Series, under the heading "possess, that is subject to protection in the amparo INDIRECT WHEN THE COMPLAINANT stranger holds as TRIAL OF ORDER CIVIL MUST PROVE HIS RIGHT TO HAVE A TITLE WITH SUSTAINED IN ANY LEGAL OBLIGATION FIGURE OR RELATED LEGISLATION SECONDARY ."

In this regard, it is considered that the thesis in question must be interpreted in good shape and under a reading consistent with the fundamental rights of citizens, and not as a criterion that frustrate their protection.

Then Thus, the content of the thesis referred shows that our Higher Court essentially established the differences between simple possession equipment and possession subject to constitutional protection, indicating that this latter is based on a legal concept, and that its study should take into account the collateral devices that converge in regulating the possession, emphasizing that the situation of possessory power is only the manifestation of a right.

For individuals to constitutional order to prevail, they must have a degree, or its possession must be sourced from any civil figure, so that the petitioner has an objective and reasonable basis to produce conviction of the generating cause of possession, which will be solved for exclusive purpose of constitutional adjudication.

In this regard, it is considered that in the present case, the complainant has a right to use room on the property in Litis; which it is solved with support and based on Article 197 of the extension of this trial adjective procedural order, as well as Article 79 of the Writ of Amparo Law, and application of the fundamental principle of law *iura novit curia*; foundations they attach to this court the power to determine the right, and yet it holds that the claimant as owner, the legal attribution of the facts relevant to this judge invoked as the legal assessments of the parties are essential but are subject to the rule and judicial determination.

In the instant case, one considers that the grantee is home dweller object of the contested act, and who dwells with her children; It follows precisely the evidence 'vented in this constitutional analysis, it appears especially prudent assessment of the testimony; together with the documentary showing the place that was agreed to inhabit the children of the claimant, and where he was summoned in the divorce proceedings.

These tests confirm that the grantee inhabit the property for family reasons, and that this room is available free of charge, under the grandfather of minors sought or intended donárselas, whether their minor grandchildren, or to the claimant and the injured party.

For purposes of this injunction, we take into consideration that the Civil Code [black out] sets the figure "THE USE AND THE ROOM" in the following terms:

Article 18. Using entitled to perceive the fruits of someone else's thing, which suffice the needs of the user and their family, although this increase.

Article 18. The room looks, who has this right, the right to hold free, in a strange house, necessary for himself and for members of his family pieces.

Article 25. The user and entitled room in a building, cannot alienate, encumber, or lease, in whole or in part the right to another, or these rights can be seized by creditors.

Article 18. The rights and obligations of the user and having the enjoyment of room will be arranged by the respective titles and, failing that, by the following provisions:

Article 18. The provisions for the usufruct apply to the use rights and housing, as not contrary to the command in this chapter.

The figures regarding use and occupancy of real property are usually regulated together, even when rights are different; both are personal, nontransferable rights and granted by reason of the person, usually family or emotional ties.

The work of civil law "General Part of People, Things, Legal Business and Disability" by Jorge Alfredo Martínez Domínguez (pages 436 and 437, Editorial Porrúa, Mexico 1990) defines the concept of use as. "The real right, temporal, which allows the owner, the user, making the fruits of another's property required to meet their own needs and those of their families, and the room concept as: *"The real right, temporal, which allows the holder, the habituario occupy free parts that require a strange house for him and his family."*

Similarly, the Mexican Legal Dictionary, the Institute of Legal Research of the National Autonomous University of Mexico (pages 1850 and 1851, editorial Porrúa, Mexico, 2009) defined the concept of room like: " *The real right of enjoyment of the right to occupy houses other rooms necessary for the right holder and his family, for free. "*

Also, the aforementioned encyclopedia defines the right of habituario as follows: *"The holder of this right is entitled exclusively to meet the housing needs of himself and his family and the length of the room like a lifetime, unless otherwise stated in the title.*

Well as on the extinction of the room follows: *Death of holders (habituario and family), deadline, fulfilling the condition subsequent, resignation, total loss of property, "the rules on usufruct, ie are applicable in this regard (Either by destruction or waiver that presents a hazard to the inhabitants) cessation of the right of which was the room.*"

From the above it is resolved that, in the instant case, is in the presence of civil figure use room, which enjoys the complainant **** and his family, since this is a right that generates possession under the particular features of a family context, and precisely to inhabit an alien gratuitously well.

On this, the evidence have been examined confirm the history narrated in demand guarantees where the complainant stated that from about twenty-five years lived in the house in conflict situation is corroborated by the statements made by **** (husband of the plaintiff) when promoted ordinary civil trial, where necessary divorce on demand section in Chapter facts, third point, he said: *"Throughout our marriage I established our last conjugal residence, located at: **** [black out].*

[black out]

Corroborating the testimony 'vented by the children of the complainant **** and **** who they said their parents had twenty-five years living in the property in dispute.

Therefore, it follows that the claims of the plaintiff, taken together with other material evidence, including the steps where he found inhabiting the property and informing the reasons why there lived demonstrate the civil figure holding possession of well, as indeed the complainant lived in the property-based family treatment and without evidence contradicts this he did with his children, with the consent of his father, from which it follows that there is a legal link between the person a civil right it is, and must be, subject to constitutional protection.

Indeed, Article 4 of the Constitution establishes gender equality and the right to housing, reads: *"Both the woman and the man, in his capacity as ruled, they are entitled to the same rights enshrined in our Constitution; Everyone has the right to protection of health, everyone has the right to enjoy decent housing, it is the duty of parents to meet the needs and physical and mental health of minors. "*

Gender equality implies the obligation to inhibit, discourage any practice that generates subjugation of women in relation to men, that is, the constitution and the general interpretation of human rights, require the gradual enforcement of claim of the female gender in any situation involving submission or disadvantage against a man.

[black out]

Guardianship housing tenure means that a room home is a fundamental right; moreover, the fundamental right to legal certainty is a right that must be understood as transverse to all fundamental rights, since it implements the protection to prevail

themselves of a State which is limited and leads within a consistent policy framework and justified social harmony.

In the specific case should be noted that the minutes prepared date [black out] of [black out] issued by the clerk assigned to [black out], it is noted that the said officer, supported the security forces launched the complaining ****, and his sons, the property in dispute, so that property vacated, which made him change they lock and made available to the plaintiff in the trial of eviction number ****.

This act demonstrates the injury to the housing right of the complainant, which occurred outside the due process, since, as has been demonstrated, the complainant was not called to the summary eviction trial number ****, since only they called **** trial of her husband, leaving her totally defenseless.

For the reasons that have been exposed it resolves that in the case of the complainant, his right to due process and his right to the room or property is injured, while this right must be interpreted in strict correlation with the number 14 Constitution, by which disenfranchisement without trial is prohibited, generating the obligation not to conduct arbitrary evictions, and the fundamental right of respect for legal certainty for your enjoyment.

[BLACK OUT]

Therefore, it is appropriate [black out]

[Black Out] .

EIGHTH. Accuracy of the protective effects of failure. Article 80 of the Amparo Law provides that where the act in question is a positive one, the decision granting judgment shall be to restore the oppressed in the full enjoyment of the violated individual guarantee and restore matters to the state prior to the violation.

In the instant case, given the nature of the violation is of a positive nature, the effect of federal protection will reimburse the plaintiff in the enjoyment of his personal security violated, so the [black out] resident in [black out] of [black out] in the unlawful detainer number ****, you must:

a) rescind all proceedings in the summary judgment of eviction **** until admisorio auto demand.

b) Order as much diligence and procedural document required to immediately put to the complainant and her children *** in possession of the property located at **** [black out] [black out]

c) Not to execute any order or eviction on the property in question, so long as it is called and defeated in court the plaintiff ****

This recital is not limited to, comprehensive or exhaustive of the award and execution of the judgment of amparo, which must be filled in ably and wider restorative as possible, to restore to the plaintiff in the fundamental rights of gender, housing, hearing and legal certainty under Articles 4 and 14 of the Mexican Constitution.

For these reasons and based on Articles 103, section I and 107 of the Mexican Constitution, supported by the devices 76, 76a, 77, 78, 79 and 80 of the Writ of Amparo Law, resolves:

SOLE. EU justice covers and protects the indirect amparo number ****, to ****, against acts and authorities set out in the second recital, for the reasons stated in the seventh recital and for the purposes indicated in the last considering this decision.

Cumplase.

This was resolved and signature [black out] [black out] [black out] [black out] [black out] that the work of [black out] allowed his dictation; before [black out] [black out] [black out] who authorizes and certifies, I attest.

[black out] ----- CERTIFIES -----
----- That this testimony with text on both sides of 15 useful pages, is a true copy of the final [black out] ruling that was seen and signed as an original [black out]. I attest to the truth of all of the statements contained herein.