

Title

****Ineceta Alfanta vs. Nolasco Noe and the Court of Appeals, G.R. No. L-28833****

Facts

The dispute in this case revolves around a two-hectare parcel of riceland in Barrio Caisiwan, San Antonio, Nueva Ecija, initially part of a larger 72-hectare property owned by Santiago Gancayco. In 1953, Ineceta Alfanta, the petitioner, leased this land from Gancayco and subsequently sub-leased it to 14 tenants, including the respondent, Nolasco Noe. The lease agreement between Alfanta and Noe began during the agricultural year 1960-1961 with an agreed annual lease rental of 40 cavans of palay.

Noe filed a complaint with the Court of Agrarian Relations, alleging that the agreed rental exceeded the maximum allowed by law. He sought a reduction of the rental and reimbursement of the excess rentals already paid.

Alfanta contended that their lease contract was a civil lease governed by the Civil Code, not by agrarian laws.

Procedural Posture

1. ****Court of Agrarian Relations (CAR) Ruling****: The CAR found a leasehold relationship between Alfanta and Noe, establishing that the relationship began in the agricultural year 1960-1961. Using agricultural yields from the three years preceding this, it computed an average yield to determine a fair rental rate. Rental was adjusted from 40 to 31.8 cavans of palay annually.

- Yield Data considered:

- 1957-1958: 170 cavans

- 1958-1959: 186 cavans

- 1959-1960: No evidence presented by either party

- Added yield from 1964-1965: 100 cavans (to complete the average due to missing data from 1959-1960)

- Resulting Average Net Produce: $(170 + 186 + 100 - \text{deductions for expenses}) = 127.3$ cavans * 25% = 31.8 cavans.

- Short rental dues computed for the years 1960-1961 to 1966-1967, amounting to Php 243.70

2. **Court of Appeals Ruling**: The Court of Appeals upheld the CAR's decision, supporting the discretion exercised by the CAR in using the 1964-1965 harvest data to fill the gap for 1959-1960.

Issues

1. **Whether the agrarian laws or Civil Code govern the lease contract?**
2. **Whether the CAR correctly computed the rental based on incomplete data by incorporating harvest data post-leasehold establishment?**
3. **Who bears the burden of proof in demonstrating excessive rental rates?**

Court's Decision

1. **Governance of Lease Contract**: Both parties conceded that the relationship is an agricultural leasehold, governed by agrarian laws, particularly Republic Act No. 1199 as amended by Republic Act No. 2263.
2. **Rental Computation**: The CAR's method of incorporating harvest data from 1964-1965 to supplement missing data from 1959-1960 was upheld as practical and just. The Supreme Court agreed that circumstantial evidence could be used to fill gaps, ensuring an expeditious resolution.
3. **Burden of Proof**: While generally the burden of proof lies on the tenant challenging the lease, the peculiar factual circumstances in this case justified the CAR's computation method. The tenant sufficiently discharged his burden by showing that the missing data would not exceed the harvest from 1964-1965.

The Supreme Court affirmed the CA's ruling, emphasizing that agrarian laws and CAR rules allow flexible evidence application to favor social justice principles.

Doctrine

1. **Burden of Proof in Leasehold Disputes**: The tenant must show the agreed rental is excessive. However, CAR can use circumstantial evidence to complete factual basis gaps.
2. **Flexibility in Evidence Rules for Agrarian Relations**: In agrarian disputes, courts are not strictly bound by technical rules of evidence and procedure to achieve substantial justice.
3. **Promotion of Social Justice**: Courts must resolve agrarian disputes in light of constitutional mandates promoting social justice, favoring tenants' protection and equitable

lease terms.

Class Notes

- **Key Elements**:

1. **Leasehold Relationship**: Determined by actual agricultural use and agreements.
2. **Rental Determination**: Using past harvest data; generally, the average of previous three years' yields after deducting specific expenses and applying a legal percentage.
3. **Burden of Proof**: The tenant shows excessiveness; flexibility in evidence.

- **Legal Statutes**:

- **Republic Act No. 1199 (Agricultural Tenancy Act)**: Governs agricultural leases, setting rental caps.

- **Section 46, RA 1199 (As amended by RA 2263)**: Guides how the rental should be computed.

- **Section 10 of RA 1267 and Section 155 of Agricultural Land Reform Code**: Agrarian courts need not strictly adhere to technical evidence rules.

Historical Background

Post-WWII Philippines witnessed substantive socio-economic reforms to address deep-rooted agrarian tensions. Acts like RA 1199 aimed to secure fair tenant-landholder relations, reflecting the broader socio-political movement towards equitable land use and social justice. The case exemplifies judicial interpretation reinforcing legislative intent to alleviate tenant burdens within a nascent republic grappling with vast agrarian disparities.