

JUANITO MANUBAY, PETITIONER, VS. FELIX MARTIN AND THE HON. BIENVENIDO D. CHINGCUANGCO, PRESIDING JUDGE, COURT OF AGRARIAN RELATIONS, SALA I, FOURTH REGIONAL DISTRICT, CABANATUAN...

G.R. No. L-25846. June 30, 1970

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

Appeal by certiorari from the decision of respondent Court of Agrarian Relations dismissing the action for ejectment filed by petitioner as plaintiff-lessor against private respondent as def-endant-lessee.

Petitioner, raising pure questions of law, has adopted in his brief respondent court's statement of the case and of the facts, as follows: "(P)laintiff seeks, in his complaint dated November 26, 1964, the ejectment of defendant from the latter's hold-ing devoted to the production of palay seeded to two and a half (2 1/2) cavans and situated at Bo. Rajal, Sta. Rosa, Nueva Ecija for his failure to notify and/or inform the former of defendant's reaping and pre-threshing a portion of his palay crop in the month of November, 1964.

"Defendant filed his motion to dismiss of December 10, 1964 for want of cause of action, claiming that in leasehold tenancy the entire harvest is owned by the lessee and the latter has no obli-gation to notify the lessor of the reaping or pre-threshing of the crop planted on the land subject matter of the lease. In add-ition, defendant claims that failure to so notify the lessor is not a cause for ejectment.

"On the assumption that the relationship between the parties is that of the agricultural leasehold system provided for in Repub-lic Act No. 3844, otherwise known as the Agricultural Land Reform Code, this Court in its Order of January 12, 1965, denied defen-dant's motion to dismiss pointing out that an agricultural lessee is, pursuant to said law, under obligation to notify the agricul-tural lessor at least three days before the date of harvesting or whenever applicable, of threshing and adding that failure of the agricultural lessee to comply with said obligation is a lawful ground for his ejectment.

"Answering, defendant admitted that he pre-threshed and reaped his palay in November, 1964, without informing the plain-tiff, but claiming that even then plaintiff knew of the pre-thresh-ing and reaping so much so that he even sent constabulary soldiers to see him about this point. Alleging that he is an old lessee prior to the effectivity of Republic Act No. 3844, defendant pleads good faith, contending that it was his belief that he was bound by Rep-ublic Act No. 1199, as amended. By way of special defenses, defendant reiterated his stand that as lessee since 1960-61, he is bound only by the conditions of Republic Act No. 1199, as amended, until those conditions are changed upon mutual agreement of the parties, and not by the provisions of Republic Act No. 3844; that considering that plaintiff knew of the pre-threshing and reaping even without having been informed of the same by the defendant, there was no damage or prejudice to said plaintiff and moreover there was no necessity for him to so furnish said information to the plaintiff.

"The fact that defendant became a leasehold tenant of plaintiff under Republic Act No. 1199, as amended, effective agricultural year 1960-61 is undisputed. Likewise, it is well established on record that defendant

reaped and pre-threshed a portion of his palay crop sometime in November, 1964 without informing the plaintiff about the same, although plaintiff came to know of said reaping and pre-threshing and sent constabulary soldiers to the scene. It is not also disputed that defendant has been paying his lease rental to plaintiff including that for agricultural year 1964-65."

The parties having submitted the case for decision on the basis of the above-recited undisputed facts, respondent court rendered its decision of December 16, 1965, dismissing petitioner's complaint for ejectment but "declaring it a duty of (respondent) to henceforth notify the (petitioner) at least three days before the date of harvesting and threshing of his palay crop planted on the landholding in question conformably to paragraph 5, section 26 of the Agricultural Land Reform Code (Republic Act No. 3844)."

In this appeal, petitioner pursues anew his legal contention that respondent-lessee, who became such lessee or leasehold tenant since 1960-61 under the provisions of the Agricultural Tenancy Act (Republic Act No. 1199) should be ordered ejected from the landholding for having violated in November, 1964, after the Agricultural Land Reform Code (enacted on August 8, 1963) had already come into force and effect, the provisions of section 26, paragraph (5) of said Code, imposing upon an agricultural lessee the obligation "to notify the agricultural lessor at least three days before the date of harvesting or, whenever applicable, of threshing", in relation to section 36, paragraph (2) of the same Code, which authorizes the lessee's dispossession for failure to substantially comply with such obligation.[1]

Petitioner contends, since the Agricultural Tenancy Act does not impose upon the tenant-lessee the obligation of notifying the lessor of the date set for reaping or threshing of the crop,[2] while the Land Reform Code expressly requires that the lessee give a three-day advance notice and failure to comply therewith is a lawful ground for the lessee's ejectment, that the Tenancy Act must be deemed repealed under the general repeal clause of the Land Reform Code[3] and his relations with respondent-lessee should be governed by the cited Land Reform Code provisions.

Several considerations compel the rejection of petitioner's cause:

1. The final proviso of section 4 of the Land Reform Code, far from repealing the corresponding provisions of the Tenancy Act, expressly provides as a saving clause "(T)hat if a lawful leasehold tenancy contract was entered into prior to the effectivity of this Code, the rights and obligations arising therefrom shall continue to subsist until modified by the parties in accordance with the provisions of this Code." In point of law, pertinent provisions of the Tenancy Act subsist and by express mandate of the Land Reform Code continue to govern the following agricultural tenancy relations: (1) "existing share tenancy contracts may continue in force and effect in any region or locality, x x x until the end of the agricultural year when the National Land Reform Council proclaims that all the government machineries and agencies in that region or locality relating to leasehold envisioned in this Code are operating, unless such contracts provide for a shorter period or the tenant sooner exercises his option to elect the leasehold system"[4] and (2) the consideration, as well as the tenancy system prevailing, in the case of fishponds, saltbeds and lands principally planted to citrus, coconuts, cacao, coffee, durian, and other similar permanent trees at the time of the approval of the Land Reform Code.[5]

2. Respondent court properly sustained respondent-lessee's plea of good faith and belief that the provisions of the Tenancy Act continued to govern his leasehold relations with petitioner effective since the 1960-61 agricultural crop, notwithstanding the subsequent enactment of the Land Reform Code on August 8, 1963, and that he was under no obligation either under the Tenancy Act or his agreement with petitioner-lessor to give any notice of reaping or threshing. Undoubtedly, it is desirable that the landholder-lessor should be notified in advance of the date of harvest and threshing to enable him to safeguard his interest and the lessee in good faith should normally have no objection to giving such notice, save when thwarted by inadequate communications facilities -- and this

gap has now been supplied in section 26, paragraph (5) which imposes upon the lessee the obligation to give such three-day advance notice of the date of harvesting, or whenever applicable, of threshing." But there is justification for the view that the reason for the lack of such requirement of notice in the Tenancy Act is that the lessee's principal obligation is to pay the rental, which is to deliver a generic thing in the absence of any specific agreement to the contrary, and that the rental is supposed to be a specific amount, as fixed and limited in section 46 of the Act; and that consequently, in the absence of any legal obligation imposed on the lessee to give such notice, the lessor should take it upon himself to verify from the tenant-lessee the date of reaping and threshing.[6]

3. At any rate, since it is undisputed that respondent had been paying his lease rental to petitioner including that for the 1964-1965 agricultural year when the questioned incident took place, there has been no damage or prejudice caused to petitioner by the lack of notice, even assuming that the same was legally required of respondent. Petitioner in his complaint for ejectment claimed no such damage or prejudice of having been deprived of any fair share of his rental.

4. All the foregoing point up to the application of the principle of security of tenure of the lessee, even under the provisions of the Land Reform Code invoked by petitioner, to wit, that the lessee must have failed to substantially comply with the requirements of the contract or of the Code to warrant his eviction and dispossession from the landholding which must be "authorized by the Court in a judgment that is final and executory." [7] As stated by Mr. Justice Makalintal, speaking for the Court in Tañedo vs. de la Cruz, [8] "(I)t would seem from this that the court is given some discretion to determine whether or not the cause, although among those enumerated, is of such gravity as to warrant the drastic remedy contemplated, or whether or not there exist circumstances under which its application may be stayed." Petitioner has under the facts of record failed to make out a valid and justifiable case for the dispossession of respondent.

5. Finally, petitioner has no cause for complaint, since respondent court, with the acquiescence of respondent-lessee, made the requirements of section 26, paragraph 5 of the Land Reform Code prospectively applicable to their leasehold relation and imposed in its decision the duty upon respondent thenceforth to give petitioner at least three days notice before the harvesting and threshing of his palay crop.

ACCORDINGLY, the judgment appealed from is hereby affirmed, with costs against petitioner.

Concepcion, C.J., Reyes, J.B.L. Dizon, Makalintal, Zaldivar, Castro, Fernando, and Barredo, JJ., concur.
Villamor, J., on leave.

[1] Petitioner's statement of question raised.

[2] Section 39, Part II of the Tenancy Act on the share system imposes such prohibition against crop-reaping or-thresh-ing without notice by the share tenant, and failure in bad faith to observe the same has given cause for the tenant's ejectment. See Beltran vs. Cruz, 25 SCRA 607 (Oct. 26, 1968).

[3] "Sec. 172. Prior inconsistent laws. -- All laws or parts of any law inconsistent with the provisions of this Code are hereby repealed." (R. A. 3844)

[4] Section 4, R. A. 3844, first proviso.

[5] Section 35, R. A. 3844, providing for "Exemption from Leasehold of Other Kinds of Lands."

[6] Vol. 3, Montemayor, 2d. Ed. pp. 133-135.

[7] Section 36, R. A. 3844.

[8] L-27667, Mar. 25, 1970; citing Santos vs. Garcia, 8 SCRA 194 (May 31, 1963).

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