

DOLORES VDA. DE DABU, PETITIONER-APPELLANT, VS. ROMAN CATHOLIC CHURCH AND TRINIDAD DEE, RESPONDENTS-APPELLEES.

Ponente: GARCIA-FERNANDEZ, J.

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GARCIA-FERNANDEZ, J.:

This is a petition for review under Rule 43 of the Rules of Court seeking to reverse and set aside the decision promulgated September 29, 2009[1] and resolution promulgated February 24, 2011[2] issued by the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 13261.

The facts culled from the record are as follows:

Sometime in October 1996 petitioner Dolores Vda. De Dabu filed with the Office of Provincial Adjudicator a petition for right of redemption alleging that she is the tenant-farmer of a parcel of land known as parcel 49 lot 15, Plan II-6923-H situated at Sitio Bucal, Balut, Orani, Bataan which was formerly owned by the Roman Catholic Church (Church); that on August 26, 1996 petitioner learned that the subject land was sold by the Church to Trinidad Atanacio[3] sometime in September 1971; that pursuant to the sale, Transfer Certificate of Title No. T-38600[4] covering the subject property was issued in the name of Trinidad Atanacio, who is married to Vicente Dee, on February 15, 1972. Petitioner claimed that she was not notified of the sale and prayed that the Provincial Adjudicator should: 1) cancel the deed of absolute sale between the Church and Trinidad Dee; 2) order the redemption of the subject property to petitioner; and 3) order the Register of Deeds to cancel the title. Petitioner also consigned a redemption bond in the amount of Php5,000.00[5].

In her answer[6], Trinidad Dee averred that petitioner was never a tenant or tiller over the subject property; that there is no existing tenancy relationship between the parties; that Dee purchased the property in 1972 which was before the enactment of Presidential Decree No. 72 and that the property is not covered under CARP; and that the provincial adjudicator has no jurisdiction over the nature of the action.

On July 18, 1997 the Provincial Adjudicator issued a decision[7] dismissing the case for lack of cause of action and holding that petitioner failed to prove that there was tenancy relationship between the parties; that even if there was such a relationship, the action for redemption is no longer available as it is barred by prescription pursuant to Section 12 of Republic Act No. 3844 which states that the right to redeem should be exercised within two (2) years from the registration of sale; and that in the instant case redemption cannot be done because the title in the name of Trinidad Dee was registered on February 15, 1972.

Petitioner filed a motion for reconsideration and/or retrial/reinvestigation[8] with the Office of the Regional Agrarian Reform Adjudicator (RARAD). The Regional Adjudicator then held several hearings to allow the parties to present their respective evidence. Thereafter, the provincial adjudicator issued an order on September 11, 2003 which reads:

"From the plethora of evidence presented by the Plaintiff as cited above, taken in tandem with the other documents extant on record it is beyond question that her deceased husband Ricardo Dabu was the legitimate

tenant/lessee on the subject property now presently titled in the name of Defendant Trinidad vda. De Dee under TCT No. 38600 registered in her name of February 15, 1972. When the same was sold to her on September 13, 1971 by RCC, it was already encumbered by the tenancy lien of Ricardo Dabu. It cannot be over emphasized that the sale, alienation or transfer of legal possession of the transferee is simply subrogated to the rights and substituted to the obligations of the agricultural lessor. Affording tenants a greater leverage particularly in the area of security of tenure is a fundamental governmental policy which finds affirmation in Paragraph 3, Section 6 of RA 6657 as amended otherwise known as the Comprehensive Reform Law of 1998 or CARL.

Upon her husband's death on February 22, 1990, Petitioner succeeded to his tenancy rights by express provision of law.

Consonant with the above findings Petitioner's manifest intent to exercise her right of redemption pursuant to Section 12 of RA 3844 as amended by Section 2 of RA 6389 can only be granted and given due course. The 180-day period provided therein has not even commenced to run absent the required written notice upon her and the DAR as mandated by law. Nor has it prescribed as gratuitously claimed by the Defendant Trinidad vda. De Dee who has failed to give the said written notice which is indispensable. In view of the terms in which Section 12 of RA 3844 as amended are couched, mere knowledge of the sale, acquired in some other manner by the Plaintiff-Redemptioner does not satisfy the statute. The written notice was obviously exacted by the Agricultural Land Reform Code to remove all uncertainty as to the sale, its terms and its validity and to quiet any doubts that the alienation is not definitive. With the statute not having provided for any alternative, the method of notification remains exclusive. The rule is that "Where a specified mode of giving notice is prescribed by statute, that method is exclusive."

The seasonable filing of the present action for redemption, accompanied by consignment of the redemption price of P5,000.00 covered by O.R. No. 9776384 dated October 22, 1996 indubitably establishes the seriousness of Plaintiff's offer to redeem. The Defendant vendee's consent or acceptance is not required for the existence of the tenant's right of redemption. Since the consigned amount is even more than double the stated consideration of P2,000.00 contained in the Deed of Absolute Sale executed between the Defendants on September 13, 1977, no reason exists why it should not be adopted as the reasonable repurchase price for the land in question. The law itself provides that the redemption price shall be reasonable price of the land at the time of sale.

Under the circumstances therefore, the Plaintiff's right of redemption must be sustained at the offered redemption price of P5,000.00, inclusive of all legal interests due and accruing thereon. It must be remembered that the rights of preemption/redemption were the means prescribed by the Agricultural Land Reform Code to implement the declared policy of the State to establish owner-cultivatorship and to promote the upliftment of the dignity of the small farmers objective of agrarian laws to inculcate in every Tenant-Farmer an independent self-reliant existence that could help him become a strong and responsible citizen in a democratic society and play an active role in nation building.

Going now to the Plaintiff's other alternative remedy for recovery of the subject land under PD 27 and LOI 474 apart from being mooted by the granting of her right of redemption, the same partakes of a purely administrative matter exclusively cognizable by the Secretary of Agrarian Reform or his duly authorized representatives and lies beyond the jurisdictional ambit of the DARAB to act or pass upon." [Citations omitted.]

x x x

"Foregoing premises considered order is hereby issued:

1. LIFTING and SETTING ASIDE the challenged decision of July 18, 1997;
2. Declaring the Plaintiff as the bona fide and de jure tenant lessee in the subject farmholding more particularly described in Paragraph 2 of the Petition, with the concomitant right to redeem the same from Defendant

Trinidad vda. De Dee at the repurchase price of P5,000.00; inclusive of all legal interests due and accruing thereon;

3. Directing the said Defendant to reconvey the said property to Plaintiff upon release to her of the consigned amount in the custody of the DAR Provincial Cashier under O.R. No. 9776834 dated October 22, 1996;

4. Upon execution of the said Deed of Reconveyance, directing the Register of Deeds for the Province of Bataan to cancel TCT No. T-38600 covering the litigated property registered in the name of Trinidad Atanacio Dee on February 15, 1972 and thereafter entere a new title in favor of the Plaintiff Redemptioner;

5. Denying all other claims for lack of basis; and

6. Without pronouncement as to costs.

SO ORDERED."

Aggrieved, Trinidad Dee appealed the order dated September 11, 2003 with the DARAB.

After review, the DARAB granted the appeal in the decision September 29, 2009[9], stating that petitioner failed to prove the existence of a tenancy relationship, saying:

"First, there is no sharing of harvest. Trinidad was already the owner of the subject land since 1972, yet Dolores or her husband never paid any lease rentals at all. For if they did, on the assumption that they tried to pay lease rentals to the Church, the Church would be informing them that it was no longer the owner of the subject land but Trinidad. The fact that Dolores or her late husband did not exert effort to locate the true owner of the land for whom they were obliged to pay lease rentals only confirms non-payment of lease rentals.

Second, since Dolores did not know who the owner of the subject for almost twenty five (25) years, definitely, the element of consent to the tenancy relationship is wanting.

Third, the parties are not tenant and landowner.

Thus, considering that all the six (6) elements of tenancy do not concur, no tenancy relationship exists between Dolores and Trinidad. Though Dolores may be occupying the subject land, her occupation did not make her tenant of the subject land. Occupation of lots by mere tolerance which does not bear the imprimatur of the owner is deemed only occupation by mere tolerance, and cannot be a ground to establish tenancy relationship.

Hence, Dolores, not being a tenant of the subject land, has no right of redemption to speak of." [Citation omitted.]

Petitioner's motion for reconsideration[10] was denied by DARAB in the resolution promulgated on February 24, 2011[11] for lack of merit.

Hence, this petition.

Petitioner assigns the following errors to the DARAB, to wit:

1. THE DARAB COMMITTED A GRIEVOUS ERROR IN FAILING TO RECOGNIZE PETITIONER'S SECURITY OF TENURE IN SPITE OF THE INCLUSION OF PETITIONER'S HUSBAND'S NAME IN THE MASTERLIST OF TENANTS OVER PROPERTIES OWNED BY THE ROMAN CATHOLIC CHURCH OF BALANGA.

2. THE DARAB COMMITTED A GRIEVOUS ERROR IN FAILING TO RULE THAT SUBSEQUENT SALE OR TRANSFER OF THE LANDHOLDING TO THE RESPONDENT DEE SHOULD NOT AFFECT THE TENURIAL RIGHTS AND INTEREST OF THE TENANT.

The petition is devoid of merit.

Basic is the rule that jurisdiction is determined by the allegations in the complaint.[12] It is settled that for

DARAB to have jurisdiction over a case, there must exist a tenancy relationship between the parties. In order for a tenancy agreement to take hold over a dispute, it would be essential to establish all its indispensable elements, to wit: 1) The parties are the landowner and the tenant or agricultural lessee; 2) The subject matter of the relationship is an agricultural land; 3) There is consent between the parties to the relationship; 4) The purpose of the relationship is to bring about agricultural production; 5) There is personal cultivation on the part of the tenant or agricultural lessee; and 6) The harvest is shared between the landowner and the tenant or agricultural lessee[13].

This Court agrees with the DARAB that the complaint did not contain any allegation that shows a tenancy relationship between the petitioner and the Church, predecessor-in-interest of respondent Trinidad Dee. Petitioner failed to prove that she and her husband entered into a tenancy relationship with the Church and that the harvest was shared between the latter or Trinidad Dee and petitioner, which are among the essential requisites to prove the presence of agricultural tenancy and to vest jurisdiction in DARAB over this case.

WHEREFORE, the petition is DENIED.

SO ORDERED.

Lampas Peralta,(Chairperson), and Acosta, JJ., concur.

[1] Rollo, pp. 33-39.

[2] Rollo, pp. 41-42.

[3] Rollo, p. 53.

[4] Rollo, p. 54.

[5] Rollo, p. 59.

[6] Rollo, pp. 55-57.

[7] Rollo, pp. 60-64.

[8] Rollo, pp. 65-70.

[9] Supra note 1.

[10] Rollo, pp. 97-102.

[11] Supra note 2.

[12] Philippine Veterans Bank v. Court of Appeals, G.R. No. 132561, June 30, 2005.

[13] Morta, Sr., et al. vs. Occidental, et al., GR. No. 123417, June 10, 1999; Granada vs. Bormaheco, Inc., G.R. No. 154481, July 27, 2007.

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