

JOSE IRA AND CONSUELO DE IRA, PLAINTIFFS AND APPELLEES, VS. MARINA ZAFRA AND ALFREDO LEGASPI, DEFENDANTS AND APPELLANTS.

G. R. No. L-17439. October 31, 1962

Ponente: PAREDES, J.

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PAREDES, J.:

Originally, a case for forcible entry and detainer instituted by plaintiffs against the defendants, over a piece of agricultural land, found its way on appeal to the CFI of Bulacan, after the Justice of the Peace Court of Bocaue, Bulacan, had dismissed the same, on the ground of lack of jurisdiction, it appearing that the question involved, according to the inferior court, was tenancy relations in which the Court of Agrarian Relations has original and exclusive jurisdiction.

The appealed case was heard by the CFI of Bulacan, but after the defendants had presented one witness, the parties submitted a "Stipulation of Facts", to wit:

- "1. That the defendants herein will be allowed by the plaintiff to continue and work on this land in question for the agricultural year 1956-1957 on the basis of 60-40, that is 60% for the defendant and 40% for the plaintiff;
2. That after the harvest on or about March, 1957 the defendants herein obligate themselves to deliver the land in question to the plaintiff herein and that they will no longer have any right to work on this land in question;
3. That the plaintiff in return will allow the herein defendants to be their tenants on another lot situated in the barrio of San Juan, Bigaa, Bulacan with an area of approximately one (1) ha. more or less and with a capacity of seedling of not less than 22 gantas;
4. That in the event that the land in barrio San Juan, Bigaa, Bulacan is in the possession of another person, the plaintiff herein obligates himself to take the said possession of the land and deliver same to the herein defendants;
5. That in the event that the plaintiff would not be able to the possessioin of this land in the barrio of San Juan, Bigaa, Bulacan and deliver the same to the herein defendants, the defendants will continue working on this lot in question; and
6. That the parties in this case in entering this agreement or Stipulation of facts hereby agree and renounce any of their respective rights provided for by law to appeal against the decision to be rendered by this Court in this case."

On April 12, 1956, the court a quo rendered judgment, dispositive portion of which reads:

"WHEREFORE, decision is hereby rendered approving the aforesaid agreement of the parties and they are hereby ordered to comply with the terms and conditions therein set forth, without pronouncement as to costs."

On May 11, 1957, the lower court directed the issuance in the stipulation. For refusal of the defendants to of a writ

of execution to enforce the conditions contained comply with the writ of execution, the plaintiffs presented a petition to cite defendants for contempt. Under date of June 10, 1957, the court a quo, directed defendants to vacate the land in question, within 5 days from receipt of said order, otherwise they would be held in contempt of court. The motion for reconsideration of the denial of the motion to quash, was denied on July 15, 1962. On July 19, 1957, due to refusal of the defendants to vacate the land, plaintiffs reiterated their petition for contempt. Defendants were thereafter arrested but subsequently released on bail.

Defendants-appellants appealed to the Court of Appeals, which elevated the case to this Court, the issues presented in the appeal being purely of law. In their brief, appellants contend that the lower court erred: (1) In assuming authority and jurisdiction over the case, after the submission of the stipulation, which converted the subject matter of the controversy to a tenancy agreement, under the original and exclusive jurisdiction of the Court of Agrarian Relations, provided for in Republic Act No. 1267, as amended; and (2) In issuing the order of execution over the Case, and subsequently ordering the arrest of the defendants for contempt of court.

A cursory reading of the terms and conditions of the stipulation as embodied in the decision will show, at least, impliedly, that even before the institution of the forcible entry case, the defendants had been working on the land subject matter of the case, and a tenancy relation existed. This relation was reaffirmed when the parties stipulated that "defendants herein will be allowed by the plaintiff to continue and work on this land in question for agricultural year 1956-57 on the basis of 60-40, that is 60% for the defendant and 40% for the plaintiff". This being the case, it is evident that the controversy comes within the jurisdiction of the Court of Agrarian Relations. The said Republic Act No. 1267, as amended, provides:

Sec 7. Jurisdiction of the Court.—The Court shall have original and exclusive jurisdiction over the entire Philippines, to consider, investigate, decide and settle all questions, matters, controversies or disputes involving all those relationships established by law which determine the varying rights of persons in the cultivation and use agricultural land where one of the parties works the land: * * *

While it is true that in the stipulation the defendants-appellants obligated themselves to vacate the land in exchange for another, also belonging to the plaintiffs, situated in another place, the self-imposed obligation, however, did not change the subject of the case—tenancy relation. After the plaintiffs had recognized the relationship and consented to the establishment of the same, the refusal of the defendants-appellants to vacate the land had placed the controversy within the purview of Act No. 1199, which defines the security of the tenure of the pertinent provision of which reads:

Sec. 8. Limitation of Relation.—The relation of landholder and tenant shall be limited to the person who furnishes land, either as owner lessee, usufructary, or legal possessor and to the person who actually works the land himself with the aid of labor available from Within his immediate farm household."

In other words, by so allowing the defendants to work and share on the land, the detainer case, if it was ever one, became a tenancy matter, the termination of which is not within the authority or jurisdiction of the CFI.

Under the provisions of section 9 of the same law, the term of the stipulation having to do with the acceptance of another land for cultivation by the defendants, did not serve to sever the relationship of tenant-landlord already existing or created by the voluntary agreement of the parties. Apart from the fact, that the promise to exchange the land under cultivation with another, although belonging to the same landlord, is not one of the means provided for where a tenant could be ejected.

"Sec. 49.—Ejectment of Tenant.—Notwithstanding any agreement or provision of law as to the period, in all cases where land devoted to any agricultural purpose is held under any system of tenancy, the tenant shall not be dispossessed of his holdings except for any of the causes herein after enumerated and only after the same

has been proved before, and the dispossession authorized by the Court." (Act 1199).

Undoubtedly, the CAR did not authorize the dispossession which is the object of the writ of execution.

From what has heretofore been stated, we hold that the trial court did not have authority or jurisdiction to take cognizance of and decide the present controversy and we declare the proceedings held before it, null and void. The case is dismissed, and the orders appealed from are set aside. Costs taxed against plaintiffs-appellees.

Bengzon, C.J., Padilla, Bautista Angelo, Labrador, Concepcion, Reyes, J.B.L., Barrera, Dizon, Regala and Makalintal, JJ., concur.

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