

RIZALINA GABRIEL, PETITIONER, VS. AGUSTIN MITU, MELENCIO GUTIERREZ, REYMUNDO MESINA, JUANITO CASTILLO, AND DOMINGO CUNANAN, RESPONDENTS.

Ponente: BERSAMIN, L.P., J.

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BERSAMIN, L.P., J.:

Petitioner Rizalina Gabriel, acting as the landholder, appeals the adverse decision issued on November 17, 2003 by the Department of Agrarian Reform Adjudication Board (DARAB).

The antecedents follow.

The respondents have been farmers-tenants of the petitioner on her landholdings in Plasang Luma, Arayat, Pampanga, their respective tenancy rights being established as follows:

Year Area

Agustin Mitu 1950 2.50 has.

Melencio Gutierrez 1955 3.50 has.

Reymundo Mesina 1946 2.00 has.

Juanito Castillo 1943 2.00 has.

Domingo Cunanan 1963 2.30 has.[1]

In 1973, the respondents agreed in writing to pay the petitioner the following annual rentals, viz:

Regular Crop Second Crop

Agustin Mitu 20 cavans 25%

Melencio Gutierrez 28 cavans 25%

Reymundo Mesina 16 cavans 25%

Juanito Castillo 16 cavans 25%

Domingo Cunanan 17 cavans & 20 kilos 25%[2]

In February, 1980, the petitioner filed a complaint against respondents Agustin Mitu and Melencio Gutierrez in the Department of Agrarian Reform (DAR) for non-payment of rentals. As a result, respondents Mitu and Gutierrez executed an acknowledgement of indebtedness denominated “patutu karing cautangan”,[3] whereby Mitu and Gutierrez admitted their arrears of 51 cavans and 85 cavans, respectively.

From February 1980 onwards, except for the years covered by the receipts attached to petitioner’s position paper,[4] the respondents herein did not pay their rentals, specified as follows:

Agustin Mitu 216 cavans of palay or 11 years rental

Melencio Gutierrez 288 cavans of palay or 14 years rental

Reymundo Mesina 159 cavans of palay or 14 years rental

Juanito Castillo 154 cavans of palay or 9 years rental

Domingo Cunanan 189 cavans of palay or 10 years rental

The petitioner demanded payment of the arrears in rentals,[5] but the respondents refused to comply.

The petitioner thus filed a complaint on August 12, 1992 in the Office of the Provincial Adjudicator of Pampanga, alleging:

2. That plaintiff is the landholder of the defendants who are the leasehold tenants over certain parcels of palay land situated at Plasang Luma, Arayat, Pampanga, with their respective areas and rentals herein below enumerated to wit:

Rentals

Area Regular crop Second crop

Agustin Mitu 2.5 has. 20 cavans 25%

Melencio Gutierrez 3.5 has. 28 cavans 25%

Reymundo Mesina 2.0 has 16 cavans 25%

Juanito Castillo 2.0 has 16 cavans 25%

Domingo Cunanan 2.3 has 18 cavans and 20 kilos 25%

3. That defendants Melencio Gutierrez and Agustin Mitu has not been paying their rentals and as of February, 1980 they had in arrears of rentals in the amount of Eighty Five (85) and fifty one (51) cavans of palay, respectively, while defendants, Reymundo Mesina, Domingo Cunanan and Juanito Castillo, has on several occasions failed to pay their respective rentals and up to the present will fail and refuse to pay the rentals when they fail due and has in fact, all defendants have not paid their rentals from the year 1980 up to the present;

4. That the defendants have abused their rights and failed in their obligation establish by law against the plaintiff in the manner of non-payment of their rentals, as a matter of fact they do not anymore notify the landowner of the date of harvesting and threshing and the rentals due the plaintiffs are appropriated by the defendants without regard to the rights of the plaintiff;

5. That plaintiff demanded from the defendants, verbally and in writing, to pay the unpaid lease rentals but despite good harvests defendants failed and refused and still fail and refuse to pay their respective rentals thereby constraining the plaintiff to file the present action for which she hired the services of a counsel in the amount of Ten Thousand Pesos (P10,000.00) and will incur litigation expenses in the amount of One Thousand Pesos (P1,000.00)

and praying for the following reliefs, viz:

1. Ordering the defendants to pay plaintiff the following amounts to wit:

Agustin Mitu - 216 cavans

Melencio Gutierrez - 288 cavans

Reymundo Mesina - 159 cavans

Juanito Castillo - 154 cavans

Domingo Cunanan - 189 cavans

2. Ordering the ejectment of the defendants for violation of law;

3. Ordering the defendants to pay plaintiff the amount of Ten Thousand Pesos (P10,000.00) for and by way of attorney's fees and One Thousand Pesos (P1,000.00) for litigation expenses.

The respondents denied the allegations of the complaint and interposed their special and affirmative defenses as well as their counterclaim, as follows:

5. Respondents, Agustin Mitu, Melencio Gutierrez, Reymundo Mesina, Juanito Castillo and Domingo Cunanan are bonafide tenant-farmers and actual tillers of subject landholding for the past several years with knowledge and conformity of the said landowner.

6. As bonafide tenant-farmers and actual tillers respondents Agustin Mitu, Melencio Gutierrez, Reymundo Mesina, Juanito Castillo and Domingo Cunanan are definitely entitled to the protective mantle of security of tenure and to the peaceful possession, occupation and cultivation of their respective landholdings, free from any form of harassment, molestation disturbance and other acts by the complainant tending to eject, oust and remove the respondents therefrom, in fact a certification was issued on September 14, 1992 by the MARO Office, Arayat, Pampanga as Annex "A" attesting the truth that the said respondents are the tenant-beneficiaries of the landholding in question.

7. Respondents Agustin Mitu, Melencio Gutierrez, Reymundo Mesina, Juanito Castillo and Domingo Cunanan have faithfully discharged their legal obligations as bonafide tenant-farmers including the payment of leasehold rentals and share rentals to the complainant as admitted by the complainant herself.

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8. The complaint is bereft of any factual and legal basis, deliberately resorted to by the complaint with the malicious and unlawfully intent to unduly harass, molest and disturb the respondents Agustin Mitu, Melencio Gutierrez, Reymundo Mesina, Juanito Castillo and Domingo Cunanan in their peaceful possession, occupation and cultivation of subject landholding.

9. On account of the complainant unlawful, unwarranted and unfounded complaint respondents have suffered, and will continue to suffer sleepless rights, serious anxieties, wounded feelings, besmirched reputation, social humiliation and other similar injuries herein assessed in the sum of Two Thousand Pesos as and for moral damages.

10. To serve as a good lesson to others with similar inclination of instituting manifestly malicious and unlawful complaint, complainant should be sentenced to pay the sum of One Hundred Thousand Pesos (P100,000.00) as exemplary damages. Respondents, further have incurred and will continue to incur litigation expenses in the sum of P5,000.00 which complainant should be held liable." (A duplicate original copy of the Answer is attached herewith as Annex "C" and made part hereof)

On November 22, 1995, after hearing, Pampanga Provincial Adjudicator Toribio Ilao, Jr. rendered a decision, disposing thus:

WHEREFORE, judgment is hereby rendered for the plaintiff, ordering the defendants, or anyone claiming right under them:

(1) To vacate the landholdings in question and surrender possession thereof to the plaintiff;

(2) To pay the plaintiff the following:

Agustin Mitu – 216 cavans of palay commencing 1992 and 20 cavans of palay for regular crop and 25% for the second crop thereafter until he finally vacates and possession of his landholding is surrendered to the plaintiff;

Melencio Gutierrez – 288 cavans of palay commencing 1992 and 28 cavans of palay for regular crop and 25% for the second crop thereafter until he finally vacates and possession of his landholding is surrendered to the plaintiff;

Reymundo Mesina – 159 cavans of palay commencing 1992 and 16 cavans of palay for the regular crop and 25% for the second crop thereafter until he finally vacates and possession of his landholding is surrendered to the plaintiff;

Juanito Castillo – 154 cavans of palay commencing 1992 and 16 cavans of palay for the regular crop and 25% for the second crop thereafter until he finally vacates and possession of his landholding is surrendered to the plaintiff;

Domingo Cunanan – 189 cavans of palay commencing 1992 and 18 cavans of palay for the regular crop and 25% for the second crop thereafter until he finally vacates and possession of his landholding is surrendered to the plaintiff.

(3) To pay plaintiff the sum of P5,000.00 as attorney's fees.

(4) To pay the costs.

The counterclaim interposed by the defendants is hereby dismissed for lack of merit.

SO ORDERED.[6]

The respondents appealed.

On November 17, 2003, the DARAB rendered its decision, reversing the Provincial Adjudicator and ruling as follows:

WHEREFORE, premises considered, the assailed Decision of 22 November 1995 is hereby REVERSED and a new one is entered ordering the defendants-appellants, or anyone claiming right under them to pay the plaintiff-appellee the following:

Agustin Mitu - 75 cavans of palay for the years 1989 to 1992

Melencio Gutierrez - 105 cavans of palay for the years 1989 to 1992

Reymundo Mesina - 60 cavans of palay for the the years 1989 to 1992

Juanito Castillo - 60 cavans of palay for the years 1989 to 1992

Domingo Cunanan - 69 cavans of palay for the years 1989 to 1992

No costs.

SO ORDERED.[7]

The petitioner sought reconsideration, but the DARAB denied her motion for reconsideration on May 21, 2004.[8]

Hence, this appeal by petition for review, wherein the petitioner submits that:

THE HONORABLE BOARD GRAVELY ERRED AND/OR ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN REVERSING THE DECISION OF THE

PROVINCIAL ADJUDICATOR AND HOLDING, TO WIT:

THAT THE RESPONDENTS SHOULD PAY UNPAID RENTALS ONLY FOR THE YEARS 1989 TO 1992; AND,

THAT THE NON-PAYMENT OF RENTALS WAS NOT DELIBERATE, HENCE, RESPONDENTS SHOULD NOT BE EJECTED FROM THE SUBJECT LANDHOLDINGS.

Of the respondents, only Melencio Gutierrez filed his comment on the petition for review,[9] sustaining the correctness of the DARAB decision.

The issues to be resolved are: (1) whether or not the petitioner's claim for arrears corresponding to crop years 1980-1988 is barred by prescription; (2) whether or not the failure of the respondents to pay their rentals was due to poor harvest; and (3) whether or not the ejectment of the respondents was in order.

The petitioner contends on the first issue that the DARAB erred in holding that she could not legally collect unpaid rentals from 1980 to 1988, or prior to 1989, because her claim for such rentals was already barred by the 3-year prescriptive period under Sec. 38, Republic Act 3844; that the DARAB thereby failed to recognize that as early as in 1980, she had already filed a complaint in the DAR against respondents Agustin Mitu and Melencio Gutierrez, as a result of which they executed the "patutu karing cautangan" to admit their arrears of 51 cavans and 85 cavans, respectively; that such filing in the DAR set in motion the enforcement of her right and stopped the running of the prescriptive period against her cause of action, citing *Dolorfino v. Court of Appeals*, 191 SCRA 880-881, as follows:

Section 38 of Republic Act No. 3844 provides that 'an action to enforce any cause of action under this code shall be barred if not commenced within three (3) years after such cause of action accrued.' The law does not specifically require a judicial action, hence, it can be an administrative action *Ubi lex non distinguit nec nos distinguere debemus* (Where the law does not distinguish, we should not distinguish). The records show that as early as 1980, the Alcoses had sought assistance from the Ministry of Agrarian Reform, through its Attorney Reyes when they were not given a share of the fruits of the land. They were refused entry on the land in July, 1982, after it was fenced by Dolorfino. In August, 1982, they filed a letter-complaint in the Ministry of Agrarian Reform which, under the law, was the appropriate agency tasked with the function of assisting landless farmers to acquire economic family size farms, and the duty of implementing and enforcing the provisions of the Code of Agrarian Reform. The appropriate government machinery, therefore, was set in motion upon the filing of their letter-complaint seeking to enforce their rights as agricultural lessees under the code. The filing of such administrative complaint stopped the running of the prescriptive period against their causes of action for deprivation of their share of the harvests and illegal dispossession of their leasehold.

that her evidence also revealed that despite their recognition of their indebtedness in 1980, the respondents continued to be remiss in their obligation by paying only a part of their rentals, thereby accumulating arrears, as follows:

Agustin Mitu - 216 cavans of palay

Melencio Gutierrez - 288 cavans of palay

Reymundo Mesina - 159 cavans of palay

Juanito Castillo - 154 cavans of palay

Domingo Cunanan - 189 cavans of palay[10]

and that the respondents waived the 3-year prescriptive period by their express acknowledgment of indebtedness.

In contrast, Gutierrez maintains that the DARAB ruling correctly held that prescription now barred the petitioner's claim because rights and actions are lost by prescription under Art. 1106, Civil Code.

Did the petitioner lose her right to demand payment of the arrears incurred by the respondents prior to 1989 through prescription?

We answer this query in a qualified manner. We have no doubt that the answer is in the negative as far as respondents Mitu and Gutierrez were concerned, but in the affirmative as far as respondents Mesina, Castillo and Cunanan were concerned.

The reason for the distinction is that respondents Mesina, Castillo and Cunanan were not at all involved in the case filed by the petitioner in the DAR in 1980. But as to Mitu and Gutierrez, the prescription of actions was interrupted in 1980 by the filing of the complaint in the DAR, which amounted to a written demand by the petitioner upon them. It is also significant that Mitu and Gutierrez executed as a result of the proceedings in the DAR a written instrument denominated patutu karing cautangan whereby they expressly acknowledged their debt.

Pertinently, Art. 1155, Civil Code, provides:

Art. 1155. The prescription of actions is interrupted when they are filed before the court, when there is a written extrajudicial demand by the creditors, and when there is any written acknowledgment of the debt by the debtor. (1973a)

On the matter of whether the claim for arrears in rentals was barred or not, therefore, we partly sustain the DARAB to the extent that it favored respondents Mesina, Castillo and Cunanan.

The second issue refers to the claim of the respondents that the cause for their arrearage was their bad harvest.

In its decision, the DARAB observed that Sevillano Ortega, the petitioner's own collector and overseer, had testified in the trial before the Provincial Adjudicator that the respondents had stopped paying lease rentals to the petitioner when they had "small harvest" for about 5 years;^[11] and that he was aware of their poor harvest because he himself worked on his landholding near to those of the respondents and because the respondents themselves had told him of that fact.

The petitioner assails the reliance on Ortega's testimony because it was hearsay.

We disagree.

It was quite clear that Ortega was testifying from his personal knowledge because he was the collector and overseer of the petitioner herself. We presume that Ortega then performed his duties and responsibilities as collector and overseer to the best of his abilities; hence, he would not have mentioned anything about the failure to pay the rentals due to poor harvest unless he himself had found that out while in the performance of his duties and responsibilities as such. Plainly, Ortega spoke of the cause for the arrears upon personal knowledge, as correctly appreciated by the DARAB thuswise:

Clearly, witness Sevillano Ortega was well-informed that the defendants-appellants failed good harvests for five (5) years due to poor cropping. Therefore, the non-payment of lease rentals for five (5) years was not deliberate on the part of the defendants-appellants. Jurisprudence tells us that the non-payment of lease rentals, so that tenants may be ejected from their landholdings, must be deliberate. As held in *Magno vs. Blanco* (171 SCRA 703), since the deliberate refusal of the agricultural lessee to pay rentals for the period of two (2) years carries with it the grave penalty of forfeiture of landholdings, it is imperative under the law that every opportunity must be given the lessee the right to be heard on his side of the controversy relating to the non-payment of rentals (underscoring ours). In administrative proceedings, the complainant has the burden of proving, by substantial evidence, the allegations in the complaint (*Lorena vs. Encomienda*, 302 SCRA 632).

For failure of plaintiff-appellee to prove or to persuade this Board that the non-payment of lease rentals by the defendants-appellants was deliberate, We hold that ejectment of the defendants-appellants from their landholdings is not proper.[12]

Having so determined, we reject the petitioner's stance on the third issue, that she was entitled to recover the possession of the landholdings from the respondents due to their long-delayed rentals, and concur with the DARAB's reversal of the Provincial Adjudicator on evicting the respondents. We find, indeed, that no sufficient cause for evicting the respondents was established in this case and, accordingly, respect the tenure of the respondents as tenants.

WHEREFORE, the decision of November 17, 2003 is **AFFIRMED** as far as respondents Reymundo Mesina, Juanito Castillo and Domingo Cunanan are concerned but **MODIFIED** as far as respondents Agustin Mitu and Melencio Gutierrez are concerned by reinstating the decision of Provincial Adjudicator Toribio E. Ilao, Jr. dated November 22, 1995 but deleting the portion on their ejectment from their landholdings.

SO ORDERED.

Villarama, Jr., and Arevalo-Zenarosa, JJ., concur.

[1] Rollo, p. 64.

[2] Rollo, p. 65.

[3] Rollo, p. 43.

[4] The receipts were attached to Annex D (respondents' position paper) as Annexes G, G-1 to G-5, for Mitu; Annexes H, H-1 to H-7 for Gutierrez; Annexes I, I-1 to I-4 for Mesina; Annexes J, J-1 and J-2 for Castillo; and Annexes K, K-1 and K-2 for Cunanan.

[5] The demand letters were attached to Annex D (respondents' position paper) as Annex "L" for respondent Agustin Mitu, Annex "M" for respondent Melencio Gutierrez, Annex "N" for respondent Reymundo Mesina, Annex "O" for respondent Juanito Castillo and Annex "P" for respondent Domingo Cunanan.

[6] Annex E, petition.

[7] Annex F, petition; the dispositive portion is in rollo, p. 70.

[8] The motion for reconsideration is Annex G and the resolution denying the motion for reconsideration is Annex H, petition.

[9] Rollo, pp. 87-90.

[10] See PARAD Ilao's decision, at rollo, p. 59.

[11] Rollo, p. 68.

[12] Rollo, pp. 69-70.

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