

**ROMAN JACINTO, PETITIONER, VS. COURT OF APPEALS, AND
PURIFICACION AMORANTO (DECEASED), SUBSTITUTED BY JACINTO
BAYLON, CORAZON A. BAYLON, AND RENATO A. BAYLON,
RESPONDENTS.**

G.R. No. L-33567. December 14, 1978

Ponente: ANTONIO, J.

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ANTONIO, J.:

Petition for review on certiorari of the decision of the Court of Appeals promulgated on March 25, 1971, in CA-G.R. No. 43878-R, entitled "Purificacion Amoranto vs. Roman Jacinto", affirming the judgment of the Court of Agrarian Relations of May 19, 1969. The pertinent facts are as follows:

Respondent Purificacion Amoranto (deceased, substituted by Jacinto Baylon, Corazon A. Baylon and Renato A. Baylon) was the owner of Lot No. 1 of the Biñan Estate, an irrigated riceland, with an approximate area of 45,043 sq. m., situated at Bo. Zapote, Biñan, Laguna. During the period from 1961 to 1967, this parcel of land was tilled by petitioner as tenant, and he was allowed to build a house of strong materials and to maintain a vegetable garden thereon.

On July 22, 1966, a document denominated as "Kasulatan ng Pagsasauli ng Karapatan" was executed by and between petitioner and Purificacion Amoranto, wherein for and in consideration of the sum of P4,500.00, petitioner voluntarily surrendered to Purificacion Amoranto the possession of the subject parcel of land. The document further states that petitioner was returning the land because he had no work animal; that he would remove his house from the land in March 1967 without need of notice from the landowner; that the "extra" crop then planted would be harvested by him as additional consideration for the surrender of the land; and that after said harvest, he would no longer till the same.

On July 24, 1966, or two days after the execution of the agreement, Pastor Castro, a tenant of Purificacion Amoranto, started cultivating the one-half unplanted portion of the land with his tractor.

After harvesting the "extra" crop amounting to fifty-five (55) cavans in accordance with the aforesaid agreement, petitioner attempted to stop Pastor Castro from plowing the one-half portion thereof. As a conference with petitioner for the turnover of the land proved fruitless, Purificacion Amoranto instituted an action of ejectment against petitioner before the Court of Agrarian Relations in Laguna (CAR Case No. 1615). She likewise filed a criminal case for "estafa" against herein petitioner, but this case was dismissed because of the failure of the prosecution to prove that petitioner acted with fraudulent intent.

Sometime in February 1967, possession of the land was surrendered by herein petitioner to Purificacion Amoranto by virtue of a Writ of Preliminary Mandatory Injunction issued by the Court of Agrarian Relations in CAR Case No. 1615.

On May 19, 1968, said court rendered judgment in favor of Purificacion Amoranto, finding that petitioner had

freely and knowingly executed the aforesaid agreement which terminated his contract of tenancy, and consequently ordering "the severance of the tenancy relationship" between her and petitioner and the ejectment of the latter from the subject property.

Petitioner appealed the decision to the Court of Appeals, contending that the document entitled "Kasulatan ng Pagsasauli ng Karapatan" is contrary to law, being in violation of Section 49 of the Agricultural Tenancy Act. Petitioner claimed that he can be ejected only on the grounds enumerated under Section 49 of the Agricultural Tenancy Act, citing *Datu, et al. v. Cabangon*,^[1] and that even if the contract were valid, Purificacion Amoranto had failed to comply with her obligation under the same. The Court of Appeals overruled this contention, stating that in *Datu, et al. v. Cabangon*, the Supreme Court specifically stated that "* * *if the tenant voluntarily surrenders his landholding, * * * this may be a ground for terminating the relationship." It found, therefore, that the main issue to be resolved was whether or not petitioner voluntarily executed the deed afore-mentioned and received the full consideration stated therein. Based on the evidence on record, the Appellate Court concluded that the document was voluntarily executed by petitioner. Among the bases for such finding were: (1) the testimony of the notary public who prepared the document and before whom it was executed, to the effect that the petitioner informed him that he was surrendering the land to the owner because he could not make a living thereon as he had no work animal, and he used to hire a work animal in working the landholding, and that in the presence of Geronimo Jacinto and Purificacion Amoranto the document was read and explained by him to petitioner who affirmed that he understood all the contents of the document; (2) the participation of petitioner's son, Geronimo Jacinto, as one of the witnesses to the deed, as well as the fact that the latter did not interpose any objection when his father affixed his thumbmark thereon; (3) the fact that the document is written in Pilipino, the dialect of the locality, with which petitioner and his son were fully conversant; and (4) the circumstance that petitioner even argued that Pastor Castro should plow and harrow the one-half portion of the land two (2) days after the execution of the instrument. It was only after the lapse of three (3) months that he tried to prevent Castro from further working on the land on the ground that he was not paid the balance of P1,800.00.

With respect to petitioner's contention that he was not paid the full consideration of P4,500.00, the Court of Appeals found that, on the contrary, petitioner received the sum of P3,000.00 in cash and the "balance of P1,500.00 as payment for his previous debts to her, plus the harvest of the extra crop".

On the basis of the foregoing findings, the Court of Appeals affirmed the decision of the Court of Agrarian Relations; hence the instant petition for review on certiorari of the decision of the Court of Appeals, praying for the reversal thereof and the reinstatement of petitioner to the possession of the land in controversy, as well as for actual and moral damages.

Before this Court, petitioner reiterates his contention that the contract denominated as "Kasulatan ng Pagsasauli ng Karapatan" is contrary to law, morals and public policy, and alleges that in the execution thereof, there was not a clear meeting of the minds of the parties, as his understanding was that the consideration of P4,500.00 would be paid to him in lump sum. Instead, he was allegedly given only P2,700.00, deducting P1,000.00, his outstanding indebtedness, and that of his predecessor, amounting to P800.00. On the other hand, Purificacion Amoranto claimed that she paid P3,000.00 to Roman Jacinto, deducting from the total consideration the sum of P1,500.00 which is the latter's indebtedness to her.

On this point, the Court of Appeals made the following findings:

"We are more inclined to believe the plaintiff's claim that the appellant was already paid the full consideration of P4,500.00 in the following manner: P3,000.00 in cash which she gave the appellant at her house after the

signing of Exhibit A and the balance of P1,500.00 as payment for his previous debts to her, plus the harvest from the 'extra' crop. Her claim finds support in the affidavit executed by the appellant which was presented during the hearing on her petition for the issuance of the writ of preliminary mandatory injunction, wherein appellant in effect admitted full satisfaction of the consideration. Said affidavit (Exh. 1) reads in part:

'Na, dahil sa mahigpit na pakiusap sa akin ng aking maylupa na kailangang mabigyan ko siya ng pagkakataon na maipagbili niya and kanyang lupa na aking sinasaka, na dahil dito ay binigyan niya ako ng halagang P4,500.00 na akin namang tinanggap, bilang pabuya niya sa akin ay hindi na ako nakapagsabi ng iba pang mga bagay na dapat kong sabihin at pinadiitan na sa akin ng aking kanang hinlalaki ng kamay ang isang kasulatan na sadyang yari na, na hindi ko matiyak ang boong nilalaman niyon dahil sa hindi ko kaalamang bumasa.

'Na, tangi pa sa halagang nasabi ay ipanasariling lahat pa sa akin ang lahat ng palay na aking inani sa EXTRA noong Oktubre 1966, bilang dagdag pang pabuya sa akin.' (Italics supplied)." (Court of Appeals Decision, pp. 35-36, SC Rollo).

The Court of Appeals, therefore, concluded that "the only plausible reason why the appellant refused to abide by the terms of Exhibit A is his having already spent the money given him by the plaintiff. He admitted on the witness stand that he could no longer return the amount of P2,700.00 (the only amount he claims to have received from the plaintiff) but could only be able to repay the plaintiff in installments to be taken from his share in the agricultural product if the landholding is returned to him." [2]

We are in accord with the finding of the Court of Appeals that the document designated as "Kasulatan ng Pagsasauli ng Karapatan" was voluntarily executed by the petitioner. It is supported by the evidence. The issue as to whether petitioner voluntarily surrendered the landholding is clearly factual. Being a question of fact, it is for the Court of Appeals to decide, and its findings will not be disturbed by this Court unless clearly baseless or irrational. [3]

Petitioner claims that Purificacion Amoranto induced him to execute the afore-mentioned instrument because she feared that he would convert their share tenancy relation into a leasehold. This contention is too flimsy to be given credence. Under Republic Act No. 3844 (The Agricultural Land Reform Code), petitioner as share tenant could have opted to elect the leasehold system prior to the cessation of the operativeness of their tenancy relation under the Code. Instead of doing so, he executed the deed surrendering his landholding and received all the benefits thereunder. Section 4 of the aforesaid Code provides:

"Sec. 4. Abolition of Agricultural Share Tenancy. – Agricultural share tenancy, as herein defined, is hereby declared to be contrary to public policy and shall be abolished: Provided, That existing share tenancy contracts may continue in force and effect in any region or locality, to be governed in the meantime by the pertinent provisions of Republic Act Numbered Eleven hundred and ninety-nine, as amended, until the end of the agricultural year when the National Land Reform Council proclaims that all 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; * * *; Provided, furthermore, That where the agricultural share tenancy contract has ceased to be operative by virtue of this Code, or where such a tenancy contract has been entered into in violation of the provisions of this Code and is, therefore, null and void, and the tenant continues in possession of the land for cultivation, there

shall be presumed to exist a leasehold relationship under the provisions of this Code, without prejudice to the right of the landowner and the former tenant to enter into any other lawful contract in relation to the land formerly under tenancy contract, as long as in the interim the security of tenure of the former tenant under Republic Act Numbered Eleven hundred and ninety-nine, as amended, and as provided in this Code, is not impaired: Provided, finally, That 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." (*Italics supplied.*)

The fact that petitioner could have exercised his option as provided but did not do so is a potent circumstance to show the intent of petitioner to surrender the landholding. This notwithstanding, if petitioner had not exercised his option, under the Code, their share tenancy relation would eventually have ceased to be operative and become converted into leasehold, by virtue of the afore-quoted statutory provision. There is no question that one of the means of the extinguishment or severance of tenancy relationship is the voluntary surrender of the landholding by the tenant. Thus, Section 9 of Republic Act No. 1199 permits voluntary surrender of the landholding by a share tenant. And even in cases of leasehold, Section 8 of Republic Act 3844 provides as one of the causes of the extinguishment of agricultural leasehold relation the "voluntary surrender of the landholding by the agricultural lessee * * *." Pursuant to Section 28 of the same law, the agricultural lessee may terminate the leasehold during the agricultural year by voluntarily surrendering the landholding due to circumstances more advantageous to him and his family.

This mode of extinguishment or severance of the tenancy relation does not require the authorization of the Court of Agrarian Relations, since it proceeds either from causes outside the control of the parties or arises from the volition of the tenant, and is distinct from dispossession or ejectment of a tenant.[4]

To allow petitioner to recover possession of the property in question, in view of the attendant circumstances, would be repulsive to justice, fairness and equity, for as found by the Agrarian Court and the Court of Appeals, petitioner voluntarily executed the questioned deed and received full satisfaction therefor.

Neither can he invoke the provisions of Section 49,[5] in relation to Section 50,[6] of Republic Act No. 1199. What Section 49 prohibits is the stipulation by the agricultural tenant and the landowner on the date the tenant should leave or surrender the land in the future. Thus, it has been held that an agreement between a tenant and a landholder whereby the former shall return his landholding to the latter after one crop year cannot justify the tenant's dispossession because said agreement is expressly prohibited by law. But as explained by this Court in *Datu et al. v. Cabangon*, *supra*, it is different if the tenant voluntarily surrenders his landholding because the voluntary surrender of his landholding by a tenant is a ground sanctioned by law for terminating the tenancy relationship.

The fact that petitioner did not at once vacate the other one-half portion of the landholding after the execution of the contract does not make the stipulations thereof any less voluntary. His continued possession of one-half of the property (until the issuance of the Writ of Preliminary Mandatory Injunction in 1967) became possible only because he was entitled, under the terms of the contract to harvest the "extra" crop as part of the consideration, and once said harvest was completed, his possession became that of a mere squatter. As stated by the Court of Appeals, "actual turnover of the possession of the land is not necessary to show voluntary surrender of the landholding and the termination of the contract of tenancy. It is sufficient that appellant voluntarily executed Exhibit A and received the full consideration therefor, in which case judicial intervention for the validity of the surrender is no longer necessary."

Neither can We find merit in petitioner's claims that with the advent of Presidential Decree No. 27, he has become the owner of the land. Firstly, said decree applies only in favor of bona fide tenants. It cannot be denied, however,

that at the time of the promulgation of Presidential Decree No. 27 (October 21, 1972), the Appellate Court had already rendered its judgment finding that the tenancy relationship between petitioner and private respondent had been extinguished. Secondly, the decree cannot operate retroactively in favor of petitioner who had surrendered one-half of the land in July 1966 and, by virtue of a Writ of Preliminary Mandatory Injunction issued by the Court of Agrarian Relations, was dispossessed of the other half in February 1967. Per Letter of Instructions No. 41, addressed by the President of the Philippines to the Secretary of National Defense for the implementation of Presidential Decree No. 27, the cut-off date in the listing of tenants, portions and areas cultivated, and harvests, among others, was October 21, 1972. On said date, another tenant was cultivating the land subject matter of this suit.

Nor does Presidential Decree No. 316, prohibiting the ejectment of tenant-tillers from their farm-holdings, in relation to Presidential Decree No. 583, prescribing penalties for the unlawful ejectment, exclusion, removal or ouster of tenant-farmers, apply to petitioner's case. In the first place, at the time the aforesaid decrees were promulgated, petitioner was no longer in possession of the land. If at all, the said decrees must operate in favor of the present tenant.

WHEREFORE, the decision of the Court of Appeals is AFFIRMED, without costs.

Barredo, Aquino, Concepcion, Jr., and Santos, JJ., concur.

Fernando, J., (Chairman), took no part.

[1] L-14590, May 25, 1960, 108 Phil. 243.

[2] Court of Appeals Decision, p. 36, SC Rollo.

[3] Reyes, et al. v. Court Appeals and Kalaw, L-28466, March 27, 1971, 38 SCRA 138.

[4] Cf. Secs. 49 and 50 of the Agricultural Tenancy Act (Republic Act No. 1199, as amended).

[5] "Sec. 49. Ejectment of Tenant. - Notwithstanding any agreement or provision of law as to the period or future surrender of the land, in all cases where the land devoted to any agricultural purposes is held under any system of tenancy, the tenant shall not be dispossessed of his holdings by the landholder except for any of the causes hereinafter enumerated and only after the same has been proved before, and the dispossession is authorized by the court.

"It shall likewise be unlawful for any third party to dispossess the tenant of his holding except by order of the Court. Any violation of this provision shall be realized in accordance with section fifty-seven of this Act and/or under the general provisions of law applicable to the act committed." (As amended)

[6] "Sec. 50. Causes for the Dispossession of Tenant. - Any of the following, and no other, shall be sufficient cause for the dispossession of a tenant from his holdings:

(a) The bona fide intention of the landholder-owner or his relative within the first degree by consanguinity to cultivate the land himself personally or through the employment of farm machinery and equipment and implements: Provided, however, That should the landholder-owner or the aforesaid relative not cultivate the land himself for at least three years or the landholder-owner and his successor in interest should fail to employ mechanical farm implements for a period of at least five years after dispossession of the tenant, it shall be presumed that he acted in bad faith and the tenant shall have the right to demand possession of the land and damages for any loss incurred by him because of said dispossession: Provided, further, That the landholder-owner

or the aforesaid relative shall, at least one year but not more than two years prior to the date of his petition to dispossess the tenant under this subsection, file notice with the court and shall inform the tenant in writing in a language or dialect known to the latter of his intention to cultivate the land himself, either personally or through the employment of mechanical implements: Provided, That in the latter case, the notice to the tenant and to the Court should be accompanied by a certification of the Agricultural Tenancy Commission that the land is suited for mechanization and by a certification by the manager of the National Resettlement and Rehabilitation Administration that it will be able to provide immediate resettlement to the tenants in case their dispossession is authorized by the court: Provided, further, That in case any dispossessed tenant is not willing to be resettled, his possession shall not be enforced until the lapse of one year from the date the decision becomes final: Provided, further, That the dispossessed tenant and the members of the immediate household who were not resettled shall be preferred in the employment of necessary laborers under the new setup: Provided, finally, That a landholder may mechanize certain farm operations in a tenanted farm without ejecting any tenant by filing a petition with the court accompanied by a certification of the Agricultural Tenancy Commission that the mechanization of the farm operations applied for will lower the cost of production and will improve the farm culture, in which case the increase in the share of the landholder shall be fixed by the Court in proportion to the labor of the tenant that will be displaced by the farm machine. (As amended)

(b) When the tenant violates or fails to comply with any of the terms and conditions of the contract or any of the provisions of this Act: Provided, however, That this subsection shall not apply when the tenant has substantially complied with the contract or with the provisions of this Act.

(c) The tenant's failure to pay the agreed rental or to deliver the landholder's share: Provided, however, That this shall not apply when the tenant's failure is caused by a fortuitous event or force majeure.

(d) When the tenant uses the land for a purpose other than that specified by agreement of the parties.

(e) When a share-tenant fails to follow these proven farm practices which, as determined by the court of agrarian relations, will contribute towards the proper care of the land and increased agricultural production in case of conflict as to whether the margate or any other accepted scientific system is a proven farm practice for any particular land, the conflict shall be decided by the court taking the testimony of the proper government officials. (As amended)

(f) When the tenant through negligence permits serious injury to the land which will impair its productive capacity.

(g) Conviction by a competent court of a tenant or any member of his immediate family or farm household of a crime against the landholder or a member of his immediate family."

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