HEIRS OF JOSE AND CARMEN Y. MIRANDA, REPRESENTED BY JOSELITO Y. MIRANDA, PETITIONERS, VS. DEMETRIO MAGADIA, DOMINADOR MAGADIA, LORNA BAANG PRADO, PEDRO VILLAN, TEUDULO DAROY, RO...

Ponente: LOPEZ, J.

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LOPEZ, J.:

Before us is a petition for review under Rule 43 of the Rules of Court filed by petitioners Heirs of Jose and Carmen Y. Miranda seeking the reversal of the September 2, 2009 Decision[1] and the March 10, 2011 Resolution[2] of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 12806 which reversed and set aside the September 30, 2003 Decision[3] of the Provincial Agrarian Reform Adjudicator (PARAD)-Malaybalay City, and denied petitioners' motion for reconsideration, respectively.

The Antecedents

On March 14, 2003, petitioners Heirs of Jose and Carmen Miranda, represented by Joselito Y. Miranda, filed a complaint[4] for Ejectment and/or Recovery of Possession, Collection of Unpaid Rentals, Dissolution and/or Termination of Leasehold Relationship against respondents Demetrio Magadia, Dominador Magadia, Lorna Baang, Pedro, Villan, Teudulo Daroy, Rodulfo Mangubat, Francisco Anticristo, Bernardo Anticristo, Santiago Sabuero, Fernando Dalucanog, Pat Sabido, Judith Malack, Wenceslao Balbin, Engr. Solilap, Arnulfo Paraguya, and Atty. Abundio Gaitera before the PARAD of Malaybalay City, docketed as DARAB Case No. X(05)1216.

Petitioners alleged that they are the registered owners of three (3) parcels of land located at North Poblacion, Maramag, Bukidnon, described as follows:

PARCEL I

> A parcel of land known as Lot No. 21, Pls-377 Part., situated at North Poblacion, Maramag, Bukidnon, containing an area of ninety thousand eight hundred twelve (90,812) square meters, covered by Transfer Certificate of Title (TCT) No. T-1625 in the name of Joselito M. Miranda.[5]

PARCEL II

> A parcel of land known as Lot No. 670, Pls-98 Ext., situated at North Poblacion, Maramag, Bukidnon, containing an area of eighty thousand three hundred and twenty eight (80,328) square meters, covered by Original Certificate of Title (OCT) No. P-104 in the name of Carmen Y. Miranda.[6]

PARCEL III

> A parcel of land known as Lot No. 667, Pls-98 (Extension), situated at North Poblacion, Maramag, Bukidnon, containing an area of sixty five thousand four hundred and seventy three (65,473) square meters, covered by Transfer Certificate of Title (TCT) No. T-55717 in the name of Joselito M. Miranda.[7]

PARCEL I is leased to the following respondents, namely, respondent Demetrio with 2.25 hectares; respondent Dominador with 1.60 hectare; respondent Lorna with 1.45 hectare; respondent Pedro with 1.75 hectare; and respondent Teodulo with 0.66 hectare.[8]

PARCEL II is leased to respondents Rodulfo, Teodulo and Lorna. However, some portions of this land are illegally occupied by respondents Francisco and Bernardo who constructed their residential houses and poultry thereon.

PARCEL III is likewise leased to respondents Santiago and Fernando.

Petitioners however alleged that some of the agricultural lessees have likewise subleased their respective tenanted areas to the following:

a.) Respondent Demetrio has subleased his 2.25 hectares to respondent Pat;

b.) Respondent Dominador has subleased his 1.6 hectare to respondent Judith;

c.) Respondent Lorna has subleased her 1.45 hectare to respondents Engr. Solilap and Wenceslao;

d.) Respondent Rodulfo has subleased his 5.0 hectares to respondent Atty. Gaitera;

e.) Respondent Santiago has subleased his 3.0 hectares to respondents Atty. Gaitera and Arnulfo; and

f.) Respondent Fernando has subleased his 1.0 hectare to Atty. Gaitera.

Moreover, other than having their respective leased areas subleased, the following lessees also deliberately failed to remit and/or pay the agreed rentals:

a.) Respondent Demetrio has an unpaid rental of P27,000.00 for his 2.25 hectares leased area at a rental rate of P4,000.00/hectare annually;

b.) Respondent Dominador has an unpaid rental of P20,000.00 for his 1.6 hectare leased area at a rental rate of P4,000.00/hectare annually;

c.) Respondent Lorna has a total unpaid rental of P12,000.00 covering the period of February 2002 to February 2003 for the two (2) portions of her leased area at a rental rate of P4,000.00/hectare annually;

d.) Respondent Pedro has an unpaid rental of P7,000.00 covering the period of February 2002 to February 2003 for his 1.75 hectare leased area at a rental rate of P4,000.00/hectare annually;

e.) Respondent Teodulo has a total unpaid rental of P4,000.00 covering the period of February 2002 to February 2003 for the two (2) portions of his leased area at a rental rate of P4,000.00/hectare annually;

f.) Respondent Rodulfo has an unpaid rental of P42,000.00 for his 5.0 hectares leased area at a rental rate of P4,000.00/hectare annually;

g.) Respondent Santiago has an unpaid rental of P29,000.00 for his 3.0 hectares leased area at a rental rate of P4,000.00/hectare annually; and

h.) Respondent Fernando has an unpaid rental of P9,000.00 for his 1.0 hectare leased area at a rental rate of P3,000.00/hectare annually;

Thus, due to respondents' deliberate failure to pay the lease rentals coupled with the sub-leasing of their respective leased areas, petitioners filed the case for the ejectment of their lessees and also the sub-lessees and they prayed that respondents be directed to pay their respective unpaid rentals.

Furthermore, petitioners alleged that there is also a need to dissolve and/or terminate the existing leasehold

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relationship between them and respondents particularly those leased areas covered by PARCEL II and PARCEL III because these lots are now reclassified as commercial and residential area per Comprehensive Land Use Plan (CLUP) of the Municipal Government of Maramag, Bukidnon as shown by the Urban Land Use Plan of 2000-2010[9] and the Certifications[10] issued by the Municipal Planning and Development Office of Maramag, Bukidnon.

Nevertheless, petitioners admitted that while there was a previous case docketed as DARAB Case Nos. X-05-569, X-05-570, and X-05-571 between them and respondents wherein a decision dated December 10, 1999 was rendered directing for the execution of the leasehold contract in favor of respondents, however, the same has not been implemented and/or executed yet because of the sub-leasing by the respondents, except for respondents Lorna and Teodulo, of the leased areas in violation of the agrarian law and which is in fact a ground for the termination or dissolution of tenancy relationship. Thus, petitioners prayed that judgment be rendered as follows:

- Ordering the ejectment of respondents lessees and directing them to pay their unpaid back rentals, to wit:

1.1 Demetrio Magadia - P27,000.00
1.2 Dominador Magadia - 20,000.00
1.3 Lorna Baang - 12,000.00
1.4 Pedro Villan - 7,000.00
1.5 Teodulo Daroy - 4,000.00
1.6 Santiago Sabuero - 29,000.00
1.7 Fernando Dalucanog - 9,000.00

- Ordering the ejectment of the following sub-lessees:

2.1 Pat Sumido
2.2 Judith Malack
2.3 Engr. Solilap
2.4 Wenceslao Balbin
2.5 Atty. Abundio Gaitera
2.6 Arnulfo Paraguya

- Ordering the ejectment of the illegal occupants of Lot No. 670, Pls-98-Ext., namely: Francisco Anticristo and Bernardo Anticristo;

- Ordering and directing all the respondents to turnover to the complainants peaceful possession of their leased/subleased/illegally occupied landholdings in all three (3) parcels of land; x x x;

- Ordering and directing all the respondents , jointly and severally, to pay to the complainants by way of reimbursement of attorney’s fee the sum of P30,000.00 and other litigation expenses of P30,000.00 or for a total of P60,000.00;

- Further, ordering and directing the dissolution and/or termination of whatever leasehold/tenancy relationship x x x, the same being reclassified as Commercial and Residential Lands and no longer agricultural;

Other reliefs and remedies, just and equitable in the premises, are likewise prayed for.

On May 5, 2003, respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago filed their

answer denying the material allegations of petitioners. They argued that there is no leasehold contract between them and petitioners, although in compliance with the previous 1999 DARAB decision, they have paid the rentals on the land to the petitioners' representative as shown by their receipts.[11]

Likewise, by way of affirmative and special defense, answering respondents averred that they are in actual and physical possession of their respective areas of cultivation within the three (3) parcels of land owned by petitioners who actually owned an aggregate landholding of about 48 hectares of agricultural land situated in Maramag, Bukidnon. They further averred that they are actually beneficiaries of CARP and they were issued Certificates of Land Transfer (CLTs) for which they have paid the corresponding amortization payments with the Land Bank of the Philippines. Hence, they argued that the payment of rentals with petitioners is contrary to the CARP law considering that the areas they cultivated are not declared as retention area of petitioners. They likewise argued that they never abandoned, relinquished, sold, transferred, mortgaged or encumbered their respective areas of cultivation, but merely entered into a financing scheme with the other respondents.[12]

On the other hand, on May 7, 2003, respondents Rodulfo, Fernando and Atty. Gaitera filed their separate answer and they alleged that respondent Fernando and Rodulfo had paid the amortization payments of the land and they are considered as CLT holders. They further alleged that there is no lease contract that has been issued to them despite their payments of the rentals through a certain Rey Bautista, the alleged administrator of petitioner Joselito Miranda. They likewise deny petitioners' allegation of sublease.

On May 26, 2003, respondent Bernardo filed his answer to the complaint. He too denied the allegations of petitioners asserting that he cultivated the land for a long time already because he is a recipient of a right, as a sequel of a waiver made by the then Hon. Governor Miguel Zubiri who bought the subject lot from the Mirandas. He argued that pursuant to the waiver made by Gov. Miguel Zubiri, he believed that he is the owner of the subject land.[13]

After due proceedings, the PARAD of Malaybalay City, rendered a Decision[14] dated September 30, 2003, the dispositive portion of which reads:

> WHEREFORE, foregoing premises considered, decision is hereby rendered as follows:

- For all the herein respondents-lessees or tenants to vacate and surrender their respective areas of cultivation in favor of the complainant;

- For all other persons who have actual cultivations or possessions upon the authority of the respondents-lessees to likewise vacate and surrender their areas to complaintant;

- For /said respondents-lessees to account and pay to the complainant all unpaid rentals up to the last cropping upon their effective ejectment from the area;

- For the Sheriff in coordination with the MARO of Maramag, to make an accounting with all the respondents-lessees as to their unpaid rentals.

> Other claims are denied for lack of evidence.
>
> SO ORDERED.

Aggrieved by the said decision, three (3) separate appeals were filed by the following respondents before the DARAB-Central: First, by respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago; Second, by respondent Bernardo; and Third, by Rodulfo, Fernando and Atty. Gaitera.[15]

On September 2, 2009, the DARAB-Central rendered the assailed Decision[16] which decreed thus:

> WHEREFORE, premises considered, the instant appeal is GRANTED. The Decision dated 30 September 2003 is hereby SET ASIDE. A new judgment is hereby rendered:
>
> 1) ORDERING the respondents-lessees to account and pay to the complainants-appellees all unpaid rentals;
>
> 2) DIRECTING the Sheriff in coordination with the MARO of Maramag, to make an accounting with all respondents-lessees as to their unpaid rentals;
>
> 3) DISMISSING the complaint against respondents Francisco Anticristo and Bernardo Anticristo for lack of jurisdiction, as their case does not involve an agrarian dispute; and
>
> 4) DISMISSING the complaint against the remaining respondents for lack of merit.
>
> SO ORDERED.

Hence, the present petition.

The Issues

- WHETHER OR NOT RESPONDENTS-LESSEES DEMETRIO MAGADIA, DOMINADOR MAGADIA, LORNA BAANG, PEDRO VILLAN, TEUDULO DAROY, RODULFO MANGUBAT, SANTIAGO SABUERO, AND FERNANDO DALUCANOG SUBLEASED THEIR AREAS OF CULTIVATION AND DELIBERATELY FAILED TO REMIT AND/OR PAY THE LEASE RENTALS DUE THE PETITIONERS THEREBY NECESSITING (SIC) THE ORDER OF EJECTMENT WITHOUT PREJUDICE TO THE PAYMENT OF BACK RENTALS.

- WHETHER OR NOT RESPONDENTS PAT SABIDO, JUDITH MALACK, WENCESLAO BALBIN, ENGR. SOLILAP, ARNULFO PARAGUYA, AND ATTY. ABUNDIO GAITERA ARE SUBLESSEES OF RESPONDENTS-LESSEES (EXCEPTING TEODULO DAROY) AND THEREFORE SUBJECT FOR EJECTMENT.[17]

This Court’s Ruling

The petition is with merit.

The two (2) issues raised by petitioners are interrelated; hence, we will discuss them jointly.

The crux of the present controversy is whether or not respondents could be ejected from the subject landholdings of petitioners on the grounds that respondents failed to pay their leasehold rentals and they violated the tenancy relationship when they subleased the subject landholding.

We answer in the affirmative.

In gist, petitioners aver that the DARAB-Central erred when it reversed the decision of the PARAD and ruled that respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago could not be ejected from the subject landholding despite the fact that these respondents deliberately failed to pay their respective lease rentals and considering further that they were guilty of subleasing their tenanted lot to respondents Pat, Judith,

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Wenceslao, Engr. Solilap, Arnulfo, and Atty. Gaitera. They argue that failure to pay lease rentals and the act of sub-leasing the tenanted landholding are grounds for the dispossession of the tenants. In fact, the receipts of payments presented by the respondents and which were appreciated by the DARAB refer to the payments of the landholding pursuant to the order of the PARAD in the previous 1999 DARAB cases. It was erroneous therefore for the DARAB-Central to merely consider the non-payment of the lease rentals as a delay and not necessarily a deliberate failure to pay the same.

Moreover, petitioners contend that the defense of respondents on the subleasing issue arguing that respondents only availed of the financing scheme should not be countenanced. They argue that it has been a pernicious practice oftentimes encountered by landowners that the original lessee like respondents herein are still doing the actual cultivation of the landholding although they receive only a share of the produce from the so-called "financiers" and the bulk of the proceeds goes to the latter. Accordingly, since respondents received only a portion of the income of the land, they could no longer fully answer for their lease rentals to the landowners every time it falls due.

Thus, petitioners assert that respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago should be evicted from the subject landholding without prejudice to the payment of the unpaid lease rentals.

We agree.

Prefatorily, it should be emphasized that the tenancy relationship between petitioners and respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago is no longer put as an issue in this case. The resolution of the present controversy hinges only on the soundness of the DARAB-Central's findings that there are no valid grounds to evict these respondents from the subject landholding although these respondents are found to be liable for the unpaid lease rentals.

This notwithstanding, it is important to note that this is not the first time that some of herein respondents were sued for ejectment for non-payment of lease rentals by petitioners. In fact, during the pre-trial hearing of the present case before the PARAD, respondents' counsel moved for the outright dismissal of the case on the ground of res judicata because the present case involved almost the same parties, the same issue on non-payment of lease rentals and the same cause of action which is for the ejectment of respondents, just like in the previous DARAB Cases No. 569, 570 and 571 which were decided by the PARAD in 1999.[18] Nonetheless, as correctly ruled by the PARAD, res judicata is inapplicable in the present controversy because petitioners' cause of action in this case is separate and distinct from the previous DARAB cases as petitioners' cause of action now arose after the 1999 decision .

Accordingly, as the tenancy relationship between petitioners and respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago is already established, they are deemed bona fide tenants and therefore entitled to security of tenure. Hence, they can only be ejected from the agricultural landholding on grounds provided by law.[19] This is clearly stated in Section 7 of Republic Act No 3844 (R.A. No. 3844), otherwise known as "The Agricultural Land Reform Code," which provides:

> SEC. 7. Tenure of Agricultural Leasehold Relation. - The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.

Corollarily, under Section 37 of R.A. No. 3844, the burden of proof to show the existence of a lawful cause for the ejectment of an agricultural lessee rests upon the agricultural lessor. Likewise, the different grounds and manner by which a tenant can be lawfully ejected or dispossessed of his landholding are provided under Section

36 of the same Act which reads:

> SEC. 36. Possession of Landholding; Exceptions.– Notwithstanding any agreement as to the period or future surrender of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:
>
> (1) The agricultural lessor-owner or a member of his immediate family will personally cultivate the landholding or will convert the landholding, if suitably located, into residential, factory, hospital or school site or other useful non-agricultural purposes: Provided; That the agricultural lessee shall be entitled to disturbance compensation equivalent to five years rental on his landholding in addition to his rights under Sections 25 and 34, except when the land owned and leased by the agricultural lessor is not more than five hectares, in which case instead of disturbance compensation the lessee may be entitled to an advance notice of at least one agricultural year before ejectment proceedings are filed against him: Provided, further, That should the landholder not cultivate the land himself for three years or fail to substantially carry out such conversion within one year after the 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 recover damages for any loss incurred by him because of said dispossession;
>
> (2) The agricultural lessee failed to substantially comply with any of the terms and conditions of the contract or any of the provisions of this Code unless his failure is caused by fortuitous event or force majeure;
>
> (3) The agricultural lessee planted crops or used the landholding for a purpose other than what had been previously agreed upon;
>
> (4) The agricultural lessee failed to adopt proven farm practices as determined under paragraph 3 of Section 29;
>
> (5) The land or other substantial permanent improvement thereon is substantially damaged or destroyed or has unreasonably deteriorated through the fault or negligence of the agricultural lessee;
>
> (6) The agricultural lessee does not pay the lease rental when it falls due: Provided, That if the non-payment of the rental shall be due to crop failure to the extent of seventy-five per centum as a result of a fortuitous event, the non-payment shall not be a ground for dispossession, although the obligation to pay the rental due that particular crop is not thereby extinguished; or
>
> (7) The lessee employed a sub-lessee on his landholding in violation of the terms of paragraph 2 of Section 27.

Thus, it is clear and unambiguous that a tenant can only be ejected from the agricultural landholding on grounds provided by law.

In this case, petitioners sued respondents for ejectment on the grounds of non-payments of lease rentals and of subleasing as contemplated under paragraphs 6 and 7 of Section 36 quoted above. However, after a thorough review of the records and evidence available before us, we are constrained to reverse the DARAB-Central's findings and reinstate instead the decision of the PARAD.

While it is true that petitioners, being the initiators of the complaint for ejectment and as the agricultural lessors, have the burden to prove the existence of valid grounds for the ejectment of respondents, yet, we find that petitioners were able to discharge this burden in this case. The law is explicit that non-payment of lease rental, if proven, such as in this case, is a valid ground to dispossess a tenant from the landholding. It should be noted that the DARAB-Central in reversing the findings of the PARAD merely ruled that respondents cannot be said to have deliberately refused to pay the lease rentals because at most, their payments were merely delayed because respondents were already able to make some previous payments as shown by their receipts.

We are however not persuaded.

In order for non-payment of lease rentals to be considered as a valid ground for the dispossession of an agricultural tenant, it must be willful and deliberate. While the “term ‘deliberate’ is characterized by or results from slow, careful, thorough calculation and consideration of effects and consequences,” the term "willful" has been “defined as one governed by will without yielding to reason or without regard to reason.”[20]

In this case, we disagree with the findings of the DARAB-Central that there was just a delay in the payments of the lease rentals and respondents’ failure to pay the same was not deliberate and willful. Contrariwise, we agree with the findings of facts of the PARAD that the non-payment of the lease rentals by respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago was deliberate and willful. It should be stressed that this is not the first time that the named respondents were sued for ejectment for non-payment of lease rentals. If indeed the said respondents were mindful of their obligations as the agricultural lessees of petitioners’ landholding, they should have faithfully complied with their obligations as tenants and to the directives embodied in the previous DARAB cases ordering them to pay the lease rentals on the subject landholding. When respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago were sued for the first time for ejectment on the ground of non-payment of lease rentals, it could be said that their failure to pay at that time may just be mere lapses on their part without any intention to deliberately refuse to pay the rentals considering that no leasehold contract was forged yet between them and petitioners. However, when the first ejectment case was decided and they were directed to pay the lease rentals every harvest to petitioners, they should have complied faithfully with such directive. Unfortunately, they did not. This explained why another ejectment case was filed anew by petitioners in 2003 on the ground of non-payment of rentals.

Likewise, while there were receipts showing payments of the lease rentals and which receipts were appreciated by the DARAB-Central when it reversed the decision of the PARAD, yet, records show that the said receipts were rental payments for the first harvest after the first ejectment case was filed in 1999 and does not refer to payments of lease rentals thereafter. In fact, it was noted by the PARAD that the said rental payments do not cover the payments of the rentals for the succeeding cropping or harvest after the 1999 decision of the DARAB case was rendered.[21] Hence, the PARAD did not appreciate those receipts as substantial compliance of the payments of lease rentals by respondents to petitioners and instead, the PARAD considered the failure of respondents to pay the subsequent lease rentals as deliberate and willful and constituted as a separate cause of action for petitioners to eject the respondents from the landholding.

Moreover, as correctly found by the PARAD and which was not considered by the DARAB-Central, there were acts of respondents subsequent to the first ejectment case which could be construed as deliberate refusal on their part to abide by the PARAD’s directive and obstinate refusal to comply with what is expected of them as tenants of the land. It was found from the sheriff’s return of service on the implementation of the 1999 decision on the first ejectment case that respondents still refused and still failed to pay the lease rentals despite order by the PARAD. Likewise, it was found by the PARAD per sheriff’s return of service on the Alias Writ of Execution on the first ejectment case that the reason why no leasehold contract was forged yet between petitioners and respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago is because the said respondents refused to cooperate with the MARO despite several meetings or dialogues called for that purpose.[22] It should be emphasized that the PARAD’s decision was arrived after determining the veracity of the facts of the case considering that Provincial Adjudicators are mandated under Section 3, Rule I of the DARAB Rules of Procedures to employ all reasonable means to ascertain the facts of every case in accordance with justice and equity.

Essentially, after the first ejectment case became final and executory and after the sheriff’s return of service

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shows the obstinate refusal of the respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago to pay the lease rentals despite order and which eventually led to the filing of the another ejectment case for non-payment of lease rentals which is the subject of the present controversy, there is no doubt that this time, the non-payment of the rentals by respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago is now deliberate and willful and not just a mere delay in the payments thereof. Respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago, if so minded, should not have waited to be sued for another ejectment case before paying the lease rentals again. Moreso, it appears that by failing to pay the lease rentals, they were enriching themselves out from the produce of the land to the prejudice and damage of the petitioners. Lest respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago forget, as long as the tenancy relationship subsists, they must continue paying rentals.[23]

In Castillo v. Tolentino,[24] it was elucidated that “R.A. No. 3844 does not operate to take away completely every landowner’s rights to his land” or “authorize the agricultural lessee to act in an abusive or excessive manner in derogation of the landowner’s rights.” While our agrarian reform laws significantly favor tenants, farmworkers and other beneficiaries, we cannot allow pernicious practices that result in the oppression of ordinary landowners as to deprive them of their land, especially when these practices are committed by the very beneficiaries of these laws. Social justice was not meant to perpetrate an injustice against the landowner.

Thus, on this ground alone – non-payment of lease rentals, respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago could be ejected from the landholding, it being a valid ground for the dispossession of the tenants from the tenanted landholding.

Anent the alleged subleasing of respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago, we nonetheless find petitioners’ evidence on this issue insufficient to prove that the said respondents subleased their tenanted area to their co-respondents Pat, Judith, Wenceslao, Engr. Solilap, Arnulfo, and Atty. Gaitera.

The concept of sub-lessee refers to one who practically steps into the shoes of the lessees with whom the lessor has a standing agreement and commitment under the law, thus, making the sub-lessee look like the person of the lessee, and the latter reduced to a mere middleman between the lessor and the sub-lessee who actually performs all the acts of cultivation.[25]

In the case of Santiago v. Rodrigo, et al.,[26] "sub-tenant or sub-lessee" has been defined as "a person who rents all, or a portion of the leased premises, from the lessor for a term less than the original one, leaving a reversionary interest in the first lessee." Sub-leasing therefore, creates a new estate dependent upon, out of, and distinct from, the original leasehold.

In this case, petitioners as the agricultural lessors, had the burden of proof to show the existence of subleasing. However, except for the bare allegation of petitioners, subleasing was not established by substantial evidence. In fact, respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago are still found in actual possessions and cultivations of their respective tenanted areas and there was no clear proof or evidence to show that respondents Pat, Judith, Wenceslao, Engr. Solilap, Arnulfo, and Atty. Gaitera are now the actual tillers of the subject landholding. There is likewise no clear showing of the fact of any sharing in the produce of the respective tenanted area between and among respondents’ lessees and the alleged sub-lessees.

Thus, subleasing could not be used by petitioners as an additional ground for the ejectment of respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago from the subject landholding.

All told, while the ground of subleasing was not proven, yet, respondents Demetrio, Dominador, Lorna, Pedro, Teodulo, Rodulfo and Santiago could still be validly ejected from the subject landholding on the ground of

non-payment of lease rentals.

WHEREFORE, premises considered, the instant petition is GRANTED. The September 2, 2009 Decision of the DARAB-Central is hereby REVERSED and SET ASIDE. The September 30, 2003 Decision of the PARAD of Malaybalay, Bukidnon is reinstated.

SO ORDERED.

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Camello, J., Ch., and Inting, JJ., concur.

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[1] Annex “A” to the Petition, Rollo, pp. 26-42.

[2] Annex “C” to the Petition, Id., pp. 47-50.

[3] Annex “G” to the Petition, Id., pp. 88-98.

[4] Annex “F” to the Petition, Id., pp. 57-74.

[5] Id., p. 75.

[6] Id., p. 76.

[7] Id., 77.

[8] Sketch Plan, Id., p. 78.

[9] Id., p. 79.

[10] Id. pp. 80-81.

[11] Decision of DARAB-Central, Id., p. 34.

[12] Decision of DARAB-Central, Id., pp. 34-35.

[13] Decision of DARAB-Central, Id., p. 36.

[14] Supra, note no. 3.

[15] Decision of DARAB-Central, Id., p. 30.

[16] Supra, note no. 1.

[17] Petition for Review, Id., p. 15.

[18] Order dated June 16, 2003, quoted in the December 30, 2003 Decision of the PARAD, Id., p. 90.

[19] Alarcon v. Court of Appeals, G.R. No. 152085, July 08, 2003.

[20] Antonio v. Manahan, G.R. No. 176091, August 24, 2011.

[21] Decision dated September 30, 2003 of the PARAD, Rollo, p. 96.

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[22] Decision dated September 30, 2003 of the PARAD, Id., p. 95.

[23] Galope v. Bugarin, G.R. No. 185669, February 01, 2012.

[24] G. R. No. 181525, 4 March 2009.

[25] BARTE, LAW ON AGRARIAN REFORM 39 (2003).

[26] CA-G.R. No. 33651-R, June 3, 1965, cited in Ferrer v. Carganillo, G.R. No. 170956, May 12, 2010.

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