

FRISCO ILAGAN, PETITIONER VS. MACARIO ADAME, ET AL., RESPONDENTS.

G.R. No. L-19619. March 31, 1964

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

Prisco Ilagan filed on June 21, 1960 a petition before the Court of Agrarian Relations (San Pablo City) against Concepcion Dimaculangan, et al. praying for his reinstatement as tenant of a parcel of land situated in Tiaong, Quezon, and damages.

He claims that he and Concepcion DimacuSangan sometime in 1947 entered into an oral contract of share tenancy on the above parcel of land with an area of 1.27 hectares by virtue of which he immediately took possession of and worked the land. On June 9, 1954, Dimaculangan sold the land to Macario Adame with right to repurchase and, as a consequence, Adame dispossessed him from the land alleging that he would work it himself, but instead he appointed one Casimiro Lalawigan as his tenant. Immediately after his ejectment, he approached Dimaculangan asking her to intercede in his behalf, whereupon Dimaculangan promised him that as soon as she has repurchased the land she would reinstate him. On January 29, 1960, Dimaculangan repurchased the land, and when he requested her to comply with her promise to place him back on the land, she refused.

Respondents denied the allegations of petitioner. They claimed that Concepcion Dimaculangan, being in need of money, approached Macario Adame offering him to sell the land in question with right to repurchase to which Adame agreed on condition that the land should be cleared of any tenant because he would work it himself. There upon, the deed of sale was executed and the land was delivered to Adame without a tenant sometime in June, 1954. After taking possession of the land, Adame appointed Casimiro Lalawigan as tenant with the consent of Dimaculangan. Adame denied any knowledge of Ilagan being the tenant of Bimaculafigan when he filed the pet'tion under consideration. Respondents set up the special defense that the claim of petitioner is already barred by the statute of limitations.

After due hearing, the court a quo dismissed the petition on two grounds: (1) the cause of action of petitioner has already prescribed, and (2) the preponderance of evidence shows that petitioner had voluntarily surrendered the possessions of the land to facilitate its sale by his landlord Concepcion Dimnculangan to Macario Adame and so he has relinquished his right to reinstatement.

Ilagan interposed the present petition for review.

In concluding that petitioner's action has already prescribed, the court a quo found that from July 3, 1954, when he was dispossessed, to the date of the filing of the petition on June 21, 1960, exactly 5 years, 11 months and 18 days had elapsed. Inasmuch as Republic Act No. 1189, as amended, does not contain any provision regarding prescription of action with regard to a tenant's claim for reinstatement and such action is not covered by the provisions of Article 1140 to 1147 of the Civil Code, the instant action should be brought within five years pursuant to Article 1149 of the same Code which provides that all other actions whose periods are not fixed in

said Code or in other laws must be brought within five years from the time the right of action accrues. Consequently, the court a quo concludes, the present action has already prescribed.

We believe, however, that the action of petitioner comes under Article 1145 of the Civil Code which provides that an action upon an oral contract shall be brought within six years inasmuch as its main purpose is to enforce the oral contract of tenancy which he had entered into with Concepcion Dimaculangan which the latter later repudiated after repurchasing the property from Macario Adame. This contract gave petitioner a sort of a security of tenure of which he cannot be deprived except as prescribed by law. This is precisely the basis of his action.

With respect to the second issue, the court a quo found by preponderance of evidence that petitioner had voluntarily surrendered his landholding to Concepcion Dimaculangan immediately before the sale with option to repurchase to Macario Adame because the latter would not purchase the land unless it was without a tenant. Petitioner agreed to surrender the land in order that he may not be a standing block to the transaction subject, however, to the condition that upon repurchase of the land by Dimaculangan the latter would take him back as her tenant. The court a quo did not believe petitioner's claim that he did not voluntarily surrender the land but that when Adame took possession thereof he forcibly dispossessed him upon the claim that he would work and cultivate it himself. It may be true that the deed of sale with option to repurchase does not contain any statement that Adame purchased the land with the understanding that it would be without a tenant, but such an omission does not necessarily negate the claim that the purchase was made with that understanding. At any rate, this finding that the court a quo has made cannot now be looked into under well-known rules and precedents it appearing that it is supported by preponderance of evidence.

There is, however, one factor that should not be overlooked which in our opinion is decisive of the present case. This refers to the fact that, as the evidence shows, Adame bought the land with the understanding that he would work and cultivate it himself. In fact, this is the only condition he imposed when he bought the land. As a matter of fact also Adame, soon after the sale, worked and cultivated the land himself for sometime until he injured one of his feet with the result that he had to ask for the help of Casimiro Lalawigan. And as his injury took a long time to heal, he allowed Lalawigan to work the land indefinitely.

On the other hand, the record shows that Concepcion Dimaculangan assured petitioner that after she has repurchased the land she would reinstate him as tenant considering his readiness to yield its possession to facilitate the transaction, her only impediment now being the desire of Casimiro Lalawigan to continue holding the land as tenant. But such desire cannot deprive petitioner of his right to reinstatement considering that the designation of Lalawigan as tenant was merely temporary. Lalawigan knew, as he should know, that he has been designated tenant merely as a consequence of the injury suffered by Adame in one of his feet, and it is undisputed that Adams purchased the land on the main condition that he would work and cultivate it personally. Lalawigan's holding is, therefore, precarious and as such cannot give him any tenure that may legally bar his dispossession.

WHEREFORE, the decision appealed from is reversed. The reinstatement of petitioner is hereby ordered. No costs.

Padilla, Labrador, Concepcion, Reyes, J. B. L., Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.
Bengzon, C.J., took no part.

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