

**PHILLIPINE NATIONAL RAILWAYS AND PANTALEON BINGABING,
PETITIONERS, VS. HON. VALERIANO A. DEL VALLE, IN HIS CAPACITY
AS PRESIDING JUDGE, COURT OF AGRARIAN RELATIONS AND
PAMPILO D...**

G.R. No. L-29381. September 30, 1969

Ponente: SANCHEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/5ec54bb7f0b8/>

SANCHEZ, J.:

The decisive issue to be resolved in this case is whether or not the strips of land owned by Philippine National Railways (PNR) which are on both sides of its railroad track, and are part of its right of way for its railroad operations but temporarily leased, are agricultural lands within the purview of the Agricultural Tenancy Act and the Agricultural Land Reform Code, such as would come within the jurisdiction of the Court of Agrarian Relations.

The facts of this particular case are these:

PNR, a government-owned corporation, is the registered owner of three (3) strips of land with a uniform width of 30 meters adjoining one another longitudinally, the same being part of its railroad right of way running from Manila to Legazpi. These strips of land lie within the municipalities of Oas and Polangui, Province of Albay. At the center thereof is a track measuring ten (10) to twelve (12) meters in width where railroad ties are placed and rails built for running locomotives. On both sides of the track, or about two (2) to five (5) meters away from the embankment of the track, are telegraph and telephone posts fifty (50) meters apart from each other, which maintain communication wires necessary in the operation of PNR trains. PNR draws earth from these sides to fill up the railroad track whenever it is destroyed by water during rainy days; and uses them as depository of railroad materials for the repair of destroyed lines, posts, bridges during washouts, or other damaged parts of the line occasioned by derailments or other calamities.

The portions of these lands not actually occupied by the railroad track had been a source of trouble. People occupied them; they reap profits therefrom. Disputes among those desiring to occupy them cropped up. It is on the face of all these that, with adequate provisions to safeguard railroad operations, PNR adopted temporary rules and regulations, as follows: (a) the possession and enjoyment of the property should be awarded to interested persons thru competitive public bidding; (b) the rental of the premises is to be determined from the amount offered by the highest bidder; (c) the duration of the lease shall be for a limited period, not to exceed three (3) years; (d) the lessee cannot sublease the premises; (e) the lease contract is revocable at any time upon demand by the owner, whenever it needs the same for its own use or for a more beneficial purpose; (f) the owner can enter the leased premises during the period of the lease to make necessary repairs; and (g) the lessee shall not use the premises in a manner prejudicial to the operation of the trains.

Sometime in 1963, PNR awarded the portions of the three strips of land aforementioned which are on both sides of the track, after a competitive public bidding, to petitioner Pantaleon Bingabing for a period of three (3) years

and under conditions hereinbefore set forth. A civil law lease contract in printed form was, on April 15, 1963, entered into by and between PNR and Bingabing. That contract expressly stipulates that Bingabing was 'to occupy and use the property x x x temporarily for agri-culture.'" Consideration therefor was P130.00 per annum. Bingabing, however, failed to take possession because respondent Pampilo Doltz was occupying the land, had a house thereon. Doltz claims to be a tenant of previous awardees, and later, of Bingabing himself.

Sometime in March 1965, PNR and Bingabing filed suit against Doltz for recovery of possession of the premises in the Court of First Instance of Albay.[1] They there averred that sometime in January 1963, Doltz illegally entered the land, constructed a house thereon occupying about fifty (50) square meters, and planted palay on the other portions thereof. They prayed that Doltz remove his house, vacate the premises, restore possession to PNR or Bingabing, pay PNR P160 per annum as reasonable compensation for the occupation of the premises from January 1963, and P2,000 as expenses of litigation, pay Bingabing P500 annually from 1963, and shoulder the costs of suit.

Doltz' answer in that case averred, inter alia, that he had been a tenant on the property for over twenty years; that he had been placed thereon by the deceased Pablo Gomba who leased the property from the then Manila Railroad Company (now PNR); that he became the tenant of Demetrio de Vera, Gomba's successor; that he is the tenant of Bingabing, having given the latter's share of 1/3 during the last two harvests; and that the case is properly cognizable by the Court of Agrarian Relations. Upon the court's request, Doltz and Bingabing agreed to temporarily liquidate the harvest on a sharing ratio of 70-30 in Doltz' favor.

It has been suggested in the record that said case - Civil Case 3021 - was dismissed by the Court of First Instance of Albay upon the ground that the subject matter of the action is tenancy; that petitioners have appealed. That case, parenthetically, has not yet reached this Court.

While the aforesaid Civil Case 3021 was pending in the Albay court of first instance, Doltz registered with the Court of Agrarian Relations (CAR) a petition against Bingabing for security of tenure, the adoption of a sharing ratio of 70-30 of the crops, and reliquidation of past harvests. This is the present case - CAR Case 692, Albay '67, Court of Agrarian Relations, Ninth Regional District, Legazpi City, Branch II, entitled "Pampilo Doltz, Petitioner, versus Pantaleon Bingabing, Respondent." PNR intervened in the case. Petitioners herein there maintained the position that the premises in controversy are not an agricultural land within the contemplation of the Agricultural Tenancy Act (Republic Act 1199) or the Agricultural Land Reform Code (Republic Act 3844); that no tenancy relationship existed between the parties; that CAR, therefore, lacked jurisdiction over the case; and that there is a pending case between the same parties in another court involving the same subject matter and the same cause of action.

After trial, the CAR promulgated its decision of June 10, 1968. It upheld its jurisdiction over the case, maintained Doltz in the peaceful possession of the parcels of land as tenant on a 70-30 sharing ratio in Doltz' favor, ordered Bingabing to pay Doltz P250 attorneys' fees and the costs, but dismissed the latter's claim for reliquidation of past harvests for lack of substantial evidence. Petitioners' move to reconsider the said decision failed. They now come to this Court. They specifically question CAR's jurisdiction.

1. Is the land here involved an agricultural land within the meaning of the Agricultural Tenancy Act and the Agricultural Land Reform Code?

According to Section 3 of the Agricultural Tenancy Act, "[a]gricultural tenancy is the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in produce

or in money, or in both." [2] The term "agricultural land" as understood by the Agricultural Land Reform Code is not as broad in meaning as it is known in the constitutional sense. As interpreted in *Krivenko vs. Register of Deeds*, 79 Phil. 461, 471, the phrase "agricultural land", constitutionally speaking, includes all lands that are neither mineral nor timber lands and embraces within its wide sweep not only lands strictly agricultural or devoted to cultivation for agricultural purposes but also commercial, industrial, residential lands and lands for other purposes. On the other hand, by Section 166(1) of the Agricultural Land Reform Code, "[a]gricultural land" means land devoted to any growth, including but not limited to crop lands, salt beds, fish ponds, idle land and abandoned land as defined in paragraphs 18 and 19 of this section, respectively." [3]

It is obvious then that under the law, the land here in controversy does not fit into the concept of agricultural land. PNR cannot devote it to agricultural because by its own charter, Republic Act 4156, PNR cannot engage in agriculture.

Indeed, the land - which adjoins the railroad track on both sides - is part of PNR's right of way. That right of way is not limited to the particular space occupied by the roadbed or its main track. It also includes the portions occupied by the telephone and telegraph posts. It extends to a width of 30 meters which reasonably gives the train locomotive engineer a clear commanding view of the track and its switches ahead of him.

The entire width is important to PNR's railroad operations. Which should not be hampered. And, communication lines must not be disturbed. Buildings should not be constructed so close to the track. Because, it is not so easy to prevent people from walking along the track; animals, too, may stray into the area; obstructions there could be along the track itself which might cause derailment. All of these could prevent the locomotive engineer from taking the necessary precautions on time to avert accidents which may cause damage to the trains, injury to its passengers, and even loss of life.

Besides, the use of the strips of land on both sides of the track in railroad operation is inconsistent with agricultural activities. The contract of lease authorizes the railroad company to enter upon the premises to make repairs, place its materials on the land. It may even take soil from the land to fill up any part of the railroad track destroyed by water during rainy days. What if PNR should decide to construct another parallel track on the land leased? The occupant of the land cannot prevent or stop PNR from doing any of these. Security of tenure so important in landlord-tenant relationship may not thus be attained.

The foregoing are considerations sufficient enough to deter us from adopting the view that the disputed land - in narrow strips - is agricultural land within the meaning of the Agricultural Tenancy Act and the Agricultural Land Reform Code. By destination, it is not agricultural,

2. Nor may Pampilo Doltz be considered as a true and lawful tenant.

To be borne in mind is the fact that PNR executed with Pantaleon Bingabing a civil law lease contract, not an agricultural lease. This distinction is expressly recognized by the law. [4] That contract is temporary, at best for a short term. It is revocable any time upon demand by PNR whenever it needs the same for its own use or for a more beneficial purpose.

Even on the assumption that the land is agricultural, there is the circumstance that PNR prohibits the sublease of the premises. PNR's lessees cannot give what they are not allowed to give. Any contract then of sublease between Doltz the supposed tenant, and Pablo Gomba or Demetrio de Vera the previous awardees, or even of Pantaleon Bingabing the present awardee - without PNR's consent - cannot bind the latter. No such consent was here given.

This ushers us to a principle shaped out by jurisprudence that the security of tenure guaranteed by our tenancy law

may be invoked only by tenants de jure, not by those who are not true and lawful tenants.[5] In *Pabustan vs. De Guzman*, L-12898, August 31, 1960, the tenant sublet the landholding to a third person without the knowledge and consent of the landowner. In an ejectment suit brought by the landowner against said third person in the CAR, this Court held that the CAR had no jurisdiction over the case because no tenancy relationship existed between the parties, as the third person was, in reality, an unlawful squatter or intruder. Correlating *Pabustan* to the present case, the lessee here had no power to sublet. There is also thus no legally cognizable relationship of tenancy between the parties.

We, accordingly, rule that CAR, does not have jurisdiction over the case at bar and the proceedings below are thus null and void.

For the reasons given, the judgment of the Court of Agrarian Relations of June 10, 1968 in its Case 692, *Albay '67*, under review is hereby reversed, and said case is hereby dismissed.

Costs against private respondent Pampilo Doltz.

SO ORDERED.

Concepcion, C.J., Dizon, Makalintal, Zaldivar, Ruiz Castro, Fernando, Capistrano, Teehankee, and Barredo, JJ., concur.

Reyes, JBL, J., on leave.

[1] Civil Case 3021, Court of First Instance of Albay, Branch II, entitled "*Philippine National Railways and Pantaleon Bingabing, Plaintiffs, versus Pampilo Doltz, Defendant.*"

[2] Emphasis supplied.

[3] Emphasis supplied. Paragraphs 18 and 19 of Section 166, Agricultural Land Reform Code, provide:

"(18) 'Idle lands' means land not devoted directly to any crop or to any definite economic purpose for at least one year prior to the notice of expropriation except for reasons other than force majeure or any other fortuitous event but used to be devoted or is suitable to such crop or is contiguous to land devoted directly to any crop and does not include land devoted permanently or regularly to other essential and more productive purpose.

(19) 'Abandoned lands' means lands devoted to any crop at least one year prior to the notice of expropriation but which was not utilized by the owner for his benefit for the past five years prior to such notice of expropriation "

[4] Section 166(2), Agricultural Land Reform Code, reads: "'Agricultural lessee' means a person who, by himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by, another with the latter's consent for purposes of production, for a price certain in money or in produce or both. It is distinguished from civil law lessee as understood in the Civil Code of the Philippines."

[5] *Dumlao vs. De Guzman* (1961), 1 SCRA 144, 147; *Lastimoza vs. Blanco* (1961), 1 SCRA 231, 234.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.