

CATALINO GAMALOG, ET AL., PETITIONERS, VS. THE COURT OF APPEALS, ETC., ET AL., RESPONDENTS.

G.R. No. L-28643. November 28, 1969

Ponente: FERNANDO, J.

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FERNANDO, J.:

The law in its solicitude for the welfare of tenants has not only assured them security of tenure but has also created a special tribunal, the Court of Agrarian Relations, entrusted with the sole responsibility to act with promptness in the enforcement of such statutory rights pursuant to the principle of social justice and protection to labor as ordained by the Constitution.[1] It has not always worked as intended. What is worse, disputes have arisen unfortunately at times between groups of tenants themselves. Equally regrettable is the inability of the Court of Agrarian Relations at times to supply the remedial measures without unnecessary loss of time, especially so where the jurisdiction of the regular courts has been mistakenly invoked. So it is in the litigation now before us, an appeal from a decision by respondent Court of Appeals.

The private respondents, as noted in the appealed decision, "are tenants of the brothers Lorenzo and Roberto, both surnamed Hernandez. The land under litigation belongs to Magdaleno Tinio with whom the Hernandezes had a contract of lease executed on March 10, 1965, after the expiration of a prior lease contract which the former had with one Lope Soriano who was duly notified thereof." A suit[2] was filed by the Hernandez brothers against the tenants of Soriano, petitioners before us, in the Court of First Instance of Isabela "for recovery of possession of the landholding subject of the lease contract when the latter refused to vacate and surrender the possession thereof to the new lessees. Pursuant to a writ of preliminary mandatory injunction issued therein, plaintiffs took possession of the land where they placed their own tenants, [private respondents], who started to work and planted crops thereon." Then the Court of Appeals decision continues: "On February 20, 1967, judgment was rendered therein * * * dismissing the complaint for lack of jurisdiction, on the ground that the case involves tenancy disputes falling within the jurisdiction of the Court of Agrarian Relations. Said decision is now pending appeal [in] the Court of Appeals." [3]

Further according to the Court of Appeals: "On March 29, 1967, [petitioners] filed a complaint with a motion for an inter-locutory order * * * for their immediate reinstatement to the land in question. Instead of answering the complaint, defendants [now private respondents] filed a motion to dismiss with an opposition against the immediate reinstatement therein prayed for, alleging among others, lack of jurisdiction on the part of the Agrarian Court. The opposition was overruled, and on June 28, 1967, respondent Judge issued an order * * * which, reduced to its basic terms, directs [petitioners'] immediate reinstatement to the land in controversy, the possession of which should be restored to them upon a bond of P500 each, and further enjoining defendants [now private respondents] to respect said possession until otherwise ordered by the Court."

Then, on July 25, 1967 the private respondents filed a certiorari proceeding with a plea for preliminary mandatory injunction seeking that the order of reinstatement of the Agrarian Court be annulled and that they be placed in possession instead until the final determination of the civil action for ejectment then on appeal with respondent

Court of Appeals. Notwithstanding the express admission made that the petitioners in this case, respondents with the Court of Appeals, were tenants of the former lessee, the order of the Court of Agrarian Relations was set aside and the writ of prohibition granted, the Court of Appeals relying on its reading of our decision in *Evangelista v. Court of Agrarian Relations*.^[4]

The petition for review of such decision filed with us on February 13, 1968 rightfully stressed the admission in the decision now on appeal recognizing the existence of a tenancy relationship between petitioners and the former lessee, a relationship that must be respected by the new lessee in accordance with the controlling statutory provisions as authoritatively construed by us. Petitioners thus sought the reversal of such decision. We gave due course to the petition, requiring respondents to answer. That they did on February 28, 1968, but they were unable to blunt the force of the contention solidly buttressed in the tenancy relationship as their denial could not prevail against such a finding in the appealed decision. Stress was however laid on respondent Court of Appeals having deferred to the *Evangelista* doctrine.

Adherence to the clear terms of the statutory provision that calls for application, what it commands having elicited from us a constant interpretation, compels a conclusion different from that reached by respondent Court of Appeals. It is to be admitted that it did feel bound by what it considered to be the pronouncement in our *Evangelista* decision. A closer scrutiny however could have revealed that the facts as found by it in the present case justify a different approach. Respondent Court failed to do so. It reached a decision far from acceptable, the law being what it is. Accordingly, we reverse.

1. The decisive fact is the existence of a tenancy relationship between petitioners here and the former lessee of the land in litigation, Lope Soriano. That is beyond question. The law is equally clear. The Agricultural Tenancy Act explicitly provides: "The expiration of the period of the contract as fixed by the parties, or the sale, alienation or transfer of legal possession of the land does not of itself extinguish the relationship. In the latter case, the purchaser or transferee shall assume the rights and obligations of the former landholder in relation to the tenant."^[5] The statutory mandate is thus clear and un-ambiguous.

We have applied it repeatedly according to its literal language. Not that we have any choice on the matter. As we have pointed out in the leading case of *Alarcon v. Santos*:^[6] "Note that even if there is a contract creating a leasehold or tenancy relationship between the owner of the land and a tenant, the mere expiration of the period of the contract does not terminate outright the relationship between the parties, because the law imposes upon the new landholder or owner the duty to assume all the rights and obligations of the former landholder with the particularity that if the latter dies, his heirs shall likewise assume the same rights and obligations. Should this eventuality happen, if the owner or transferee dispossess the tenants of the land, the remedy of the latter is to seek rein-statement with damages. Such is the action taken by petitioners. This incident comes within the exclusive jurisdiction of the Court of Agrarian Relations." As a matter of fact, even earlier in 1959, we had, as we ought to, given it the force and effectivity that its clear language requires: "The termination of the lease, therefore, did not divest the tenant of the right to remain and continue on his cultivation of the land. Furthermore, should any doubt exist as to the applicability of the aforementioned provision of law to the case at bar, such doubt must be resolved in favor of the tenant."^[7]

We have likewise manifested fidelity to the view that even if there were any doubt, and certainly there is none in this case, whatever doubt must be resolved in favor of the tenants. Our recent decisions, to mention only those of the last three years, yield no other conclusion.^[8] The fact that in this litigation the dispute is between two groups of tenants is not material. The law recognizes the security of tenure of the original set of tenants. That is but right and proper. The Court of Appeals decided otherwise. Its judgment cannot be sustained.

2. Nor does the case relied upon by respondent Court of Appeals, *Evangelista v. Court of Agrarian Relations*, call for a different conclusion. It certainly cannot be a bar to the statutory right of the tenants as ordained by law. It is to be conceded that the authoritative force accorded to it by respondent Court of Appeals could on a cursory reading be not entirely implausible. Nonetheless, a more careful analysis, called for in the light of the constitutional mandate of social justice and protection to labor, ought to have re-sulted in this case being excepted from the operation of such a holding. The situation before us now can easily be dis-tinguished. The *Evangelista* decision is to be strictly confined to the facts then before this Court. Certainly, there can be no possible thought of its extension to other cases that would in any wise impair or adversely affect the rights of tenants.

What the Court of Appeals ignored was that in the *Evangelista* case, unlike the litigation before us, the question of the existence of the tenancy relationship was very much in issue. Here, to repeat, the Court of Appeals, after a study of the records of the case, cate-gorically spoke, at the outset of its decision, of petitioners being the tenants of the former lessee. Moreover, it is undisputed in this case that the Court of First Instance of Isabela did dismiss the complaint of the new lessee for lack of jurisdiction, precisely as noted by respondent Court of Appeals in its decision, "on the ground that the case involved tenancy disputes falling within the jurisdiction of the Court of Agrarian Relations." It was only then and not until then that present petitioners invoked the aid of the Court of Agrarian Relations. On the other hand, in the *Evangelista* case the alleged tenant was ordered to vacate by the decision of the justice of the peace court in the ejectment case. It certainly would penalize petitioners still further contrary to the law and our decisions if on the facts as thus disclosed they still would have to await the outcome of the appealed decision of the Court of First Instance of Isabela which, as respondent Court of Appeals likewise did, could not but take due note of the indubitable existence of a tenancy relationship. Its relying then on the *Evangelista* decision is to set at naught the constitutional and statutory policy of protection to labor both in industry and in agriculture.

3. Private respondents would impute to the procedure followed by us a significance it does not possess. One thing is clear and beyond dispute. This is an appeal by way of certiorari from a judgment of the Court of Appeals. We did, as we had done in some cases before, expedite matters by requiring respondents to answer and then set the matter for oral argument, although the parties sought and were granted permission to file memoranda instead.

It is to be admitted that such procedural steps are those indicated for the special civil action of certiorari. It does not follow, however, as respondents would imply that the nature of the proceeding was thereby altered. It remained an appeal by way of certiorari, not the special civil action provided for by the Rules of Court. All that is required then to call for a reversal of the judgment is an error of law. Such an error as above shown was committed. It calls for correction. That is what we did. There is no merit in the assertion more than just hinted that there must be a showing of grave abuse of discretion sufficient to oust the respondent Court of jurisdiction for such appealed decision to be set aside.

Moreover, insistence on the utmost regularity of procedure, in itself not always to be heeded if our decisions mean anything at all, is even less persuasive in tenancy litigations. Only recently, on a matter that perhaps involve a failure to abide by what hitherto controlling principles of procedure require, we had occasion to hold: "Social justice would be a meaningless term if in a situation like the present, an element of rigidity would be affixed to procedural precepts and made to cover the matter. Flexibility should not be ruled out. Precisely, what is sought to be accomplished by such a fundamental principle expressly so declared by the Constitution is the effectiveness of the community's effort to assist the economically underprivileged. For under existing conditions, without such succor and support, they might not, unaided, be able to secure justice for themselves." [9]

WHEREFORE, the Court of Appeals decision of January 29, 1968 is set aside, and the order of the Court of Agrarian Relations of the First Judicial District, Branch II, Ilagan, Isabela of June 28, 1967 ordering the

reinstatement of petitioners to the land in question, with respondents being required to respect such possession of petitioners, is revived. With costs against private respondents.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Castro, Teehankee, and Barredo, JJ., concur.

[1] Art. II, Sec. 5 and XIV, Sec. 6, Constitution. Rep. Acts Nos. 1199 (1955), 1267 (1955) and 3844 (1963).

[2] Civil Case No. 1807.

[3] CA-GR No. 40567-R.

[4] 60 O.G. 7932 (1960).

[5] Sec. 9 of Republic Act No. 1199 as amended by Sec. 3 of Republic Act No. 2263 (1959).

[6] 5 SCRA 558 (1962).

[7] Joya v. Pareja, 106 Phil. 645, 652. The Joya case was cited with approval in Ponce v. Guevarra, 10 SCRA 649 (1964).

[8] Amante v. Court of Agrarian Relations, 18 SCRA 427 (1966); Mipalar v. Santos, 20 SCRA 935 (1967); Del Rosario v. De los Santos, 22 SCRA 1196 (1968); Ibaviosa v. Tuazon, 21 SCRA 1438 (1967); Carillo v. Allied Workers Asso., 24 SCRA 566 (1968); and Teodoro v. Macaraeg, 27 SCRA 7 (1969).

[9] Carillo v. Allied Workers' Asso. of the Phil., 24 SCRA 566, 573 (1968). The above excerpt was cited with approval in Teodoro v. Macaraeg, 27 SCRA 7 (1969).

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