

CRISANTO PAITAN, PETITIONER, vs. ELPIDIO ABES, RESPONDENT.

Ponente: ABDULWAHID, J.

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ABDULWAHID, J.:

This is a Petition for Review under Rule 43 of the 1997 Rules of Civil Procedure filed by petitioner Crisanto Paitan, seeking to annul and set aside the Decision[1] dated April 22, 2013 rendered by the Department of Agrarian Reform Adjudication Board (DARAB) Central Office, which dismissed the case for ejectment and collection of unpaid rentals filed by petitioner against respondent, for lack of merit.

In support of the petition, Crisanto Paitan, alleged[2] that he is the registered owner of an agricultural land situated in Muñoz, Nueva Ecija, which is covered by Transfer Certificate of Title No. NT-30904 (formerly TCT No. 181316) and leased to respondent in the year 1985 with the obligation to pay petitioner fifteen (15) cavans of palay at fifty (50) kilograms per cavan each cropping season. On August 25, 1993, in a Decision rendered by the Provincial Agrarian Reform Adjudicator (PARAD), respondent was adjudged to pay petitioner his unpaid rentals of the land from 1989 up to the present, and continuously thereafter when they fall due. When respondent willfully, deliberately and wantonly failed and refused to pay his leasehold rentals and the unpaid rentals, which accumulated to three hundred forty five (345) cavans or a total of seventeen thousand two hundred fifty (17, 250) kilograms, petitioner filed the instant petition for collection of unpaid rentals on November 14, 2000.

In his Comment[3] on the petition, respondent Elpidio Abes claimed that as early as 1989, he filed a petition to exercise his right of redemption over the subject land. During the pendency of the redemption case, he has been paying lease rentals as shown by the receipts, which were duly considered by the DARAB in deciding the case in his favor. As shown in the receipts presented, respondent has proven that even when the case for collection of lease rentals was filed, respondent has been paying lease rentals, hence, petitioner has no cause of action against him. When the case for redemption was decided in favor of respondent, it was petitioner who unjustly refused to accept the adjudged redemption price tendered by respondent. Had petitioner accepted the redemption price tendered and consigned to the DARAB through the sheriff, there would have been no need to discuss the issue on lease rentals.

On August 26, 2004, the PARAD rendered a Decision[4], ordering respondent to pay petitioner the unpaid lease rentals of the land from 1989 up to the actual redemption of the land from petitioner.

On appeal the DARAB in its assailed Decision[5] dated April 22, 2013, reversed and set aside the August 26, 2004 decision, and rendered a new judgment, dismissing the case for lack of merit. The DARAB held that when the collection of rentals was decided in favor of petitioner on August 23, 1993, respondent paid the lease rentals for the year 1993-1995. Thus, the case for collection filed on November 14, 2000 is no longer tenable because the Board had already rendered a Decision dated August 23, 1993, granting redemption in favor of respondent.

Aggrieved, petitioner filed the instant Petition for Review, raising the lone issue, to wit:[6]

WHETHER OR NOT THE DEPARTMENT OF AGRARIAN REFORM ADJUDICATION BOARD
(DARAB) CENTRAL OFFICE GRAVELY ERRED WHEN IT REVERSED THE DECISION OF THE

PROVINCIAL AGRARIAN REFORM ADJUDICATOR (PARAD) AND THEREBY HOLDING THAT
THE RESPONDENT IS NOT LIABLE TO PAY THE LEASE RENTALS OF THE SUBJECT LAND.

The petition is not meritorious.

Considering the circumstances obtaining in this case, it cannot be concluded that respondent deliberately failed or refused to pay the lease rentals. Clearly, petitioner failed to show substantial evidence that respondent deliberately failed or refused to pay the lease rentals. The term "deliberate" is characterized by or results from slow, careful, thorough calculation and consideration of effects and consequences. The term "willful", on the other hand, is defined as one governed by will without yielding to reason or without regard to reason.[7]

We sustain the ruling of the DARAB that the collection of rentals case filed in 2000 is no longer tenable because the Board had already adjudged the same property for redemption in favor of petitioner. As declared by the DARAB respondent had substantially complied with his obligation and was not remiss in paying the rentals whenever they fell due. Respondent could not be faulted for seemingly delayed payment of lease rentals after the institution of the complaint, since, petitioner refused to receive respondent's tender of payment. The DARAB further held that "had respondent adhered to the writ of execution on the redemption case dated May 28, 2004 as contained in the Order[8] dated July 1, 1996, the rentals would not have ballooned"[9]. These factual circumstances negate the PARAD findings of respondent's deliberate and willful intent not to pay lease rentals, and of unjust enrichment.

In this case, good faith was clearly demonstrated by respondent because when petitioner refused to accept the proffered payment of the redemption price, the former even went to the point of seeking government intervention in order to address his problem with petitioner by tendering and consigning the redemption price to the DARAB through the sheriff.

WHEREFORE, the Petition for Review is DISMISSED for lack of merit.

SO ORDERED.

Antonio-Valenzuela, and * Galapate-Laguilles, JJ., concur.

* Vice J. R.A. Cruz, who is leave, per Office Order No. 151-14-RSF dated April 21, 2014.

[1] Rollo, pp. 77-84.

[2] Id. at 11-12.

[3] Id. at 87-91.

[4] Id. at 66-68.

[5] See Note 1.

[6] Rollo, p.14.

[7] Sta. Ana vs. Carpo, 572 SCRA 463, 485-486 (2008).

[8] Rollo, pp. 58-61.

[9] Id. at 84.

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