

HEIRS OF THE LATE IGNACIO ARNES REPRESENTED BY ILUMINADA ARNES, ILUMINADA ARNES, PABLITO ARNES, MYRNA ARNES, ROBALDO ARNES, FRANCISCO ARON, MELISSA ARON, CHRISTOPHER ARON AND CE...

Ponente: CORALES, J.

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CORALES, J.:

This is a Petition for Review under Rule 43 of the Rules of Court with application for issuance of a temporary restraining order (TRO) or writ of preliminary injunction (WPI)[1] assailing the July 4, 2011 Decision[2] of the Department of Agrarian Reform Adjudication Board (DARAB) in Case No. 13775 which affirmed the November 9, 2001 Decision[3] of the Provincial Agrarian Reform Adjudicator (PARAD) of Trece Martires City, Cavite declaring that there is no tenancy relationship between petitioners Heirs of Ignacio Arnes (Heirs of Ignacio) and respondents Alejandro Sr., Alejandro Jr., Benjamin and James, all surnamed Dy Juanco (the Dy Juancos), denying petitioners' claim for security of tenure and right of redemption, ordering them to vacate the subject property covered by Transfer Certificate of Title (TCT) No. T-253006, and to remove any and all improvements introduced thereon.

The Antecedents

The subject property located in Santa Cruz de Malabon Estate Subdivision, Cavite was previously owned by Leopoldo, Lutgardo, Digna, Rodolfo, Amelia, Antonio, Teofilo, Victor and Luis, all surnamed Del Rosario (the Del Rosarios). On October 18, 1988, the Del Rosarios sold[4] the land to the Dy Juancos who later on registered the same under TCT No. T-253006.[5]

On September 26, 1997, Ignacio Arnes, his wife Iluminada, their children Pablito, Myrna and Ronaldo, together with Ignacio's nephew and niece, Francisco and Melissa Aron, and his collateral grandchildren, Cesario and Christopher Aron (collectively referred as Arnes, et al. or the Heirs of Ignacio)[6] filed before the PARAD a complaint for maintenance of peaceful possession under claim of tenancy relations[7] against the Dy Juancos. According to them, they have been tenants of the subject property as early as 1965 when it was still owned by the Del Rosarios. Ignacio is the recognized tenant and together with his children, grandchildren and relatives, each with a tillage of more or less two (2) hectares, they have cultivated the land with rice, corn, mongo, garlic, banana and papaya.[8] They also regularly tendered lease rentals to the owners by way of land's produce on a 50/50 basis but their payments were not receipted because this was the customary practice in the locality. The Dy Juancos are allegedly disturbing their possession of the landholding by fencing the entire parcel of land, bulldozing portions thereof which had prevented them from tilling the land, and by attempting to eject and dispossess them therefrom. They further averred that the sale between the Del Rosarios and the Dy Juancos was void because it was done in circumvention of the provisions of the Comprehensive Agrarian Reform Program (CARP) law, i.e., the Del Rosarios executed an affidavit of non-tenancy despite knowledge that the land was tenanted, and their right to pre-emption and redemption over three (3) hectares of land for each tenant was disregarded.

The Dy Juancos moved for the dismissal of the complaint arguing that Arnes, et al. committed forum-shopping in resorting to an action before the PARAD despite the finality of the March 18, 1998 Decision[9] of the Municipal Trial Court (MTC) of Tanza, Cavite in the unlawful detainer case filed against them. They claimed that Arnes, et al. were already declared as trespassers on the subject property and the judgment ordering their eviction has been the subject of a writ of execution issued on May 6, 1998.[10]

In their Answer,[11] the Dy Juancos denied the claim of tenancy and insisted that the absence of receipt disproved the alleged payment of lease rentals. They also contended that the Del Rosarios never gave their consent to the occupation of Arnes, et al. whether in 1965 or in 1996 when the latter actually entered the land; thus, the Arnes, et al. are mere usurpers of the litigated land who gave a semblance of cultivation to their possession by transplanting some grown crops and fruit trees on-site.

The Rulings of the PARAD and DARAB

In its November 9, 2001 Decision,[12] the PARAD held that there was no tenancy relationship between the Del Rosarios and Arnes, et. al., instead, their arrangement was only for services which terminated upon the sale of the land as shown by the handwritten certification[13] dated June 22, 1996 issued by Luisito C. Del Rosario (Luisito). As such, there is no tenancy to which the Dy Juancos can be said to have been “subrogated” by operation of law. The PARAD further ruled that the property as certified by Provincial Agrarian Reform Officer (PARO) Luis Bueno Jr. was not brought under the coverage of CARP. It then disposed the case in this wise:

WHEREFORE, in view of the foregoing considerations, Judsgment (sic) is hereby rendered:

- Finding and declaring the absence of tenancy relationship between the adverse parties; whereupon,
- Declaring the Complainants are not entitled to security of tenure and the right of redemption;
- Ordering the said parties to vacate the premises in question and remove any/all improvements they might have introduced thereon;

Ordering the instant complaint dismissed for lack of merit.

On appeal, the DARAB affirmed the ruling of the PARAD through its assailed July 4, 2011 Decision.[14] It held that there was no evidence of consent and sharing of harvest; except for mere allegations, there is no showing that either the Del Rosarios or the Dy Juancos installed Arnes, et al. as agricultural tenants on the subject land or the latter have been paying lease rentals. The DARAB did not also give weight to the certification issued by Luisito because it was silent as to the production of agricultural crops and sharing of harvests.

Ignacio died during the pendency of the proceedings;[15] thus, his heirs and the other complainants below (the Heirs of Ignacio) filed the instant petition premised on the following grounds:

A

RESPONDENT DARAB GRAVELY ERRED IN FAILING TO RULE THAT THE LAND SUBJECT OF THIS CASE IS COVERED BY THE COMPREHENSIVE AGRARIAN REFORM PROGRAM (CARP)[.]

B

RESPONDENT DARAB GRAVELY ERRED IN FAILING TO DECLARE THE SALE OF THE PROPERTY SUBJECT OF THIS CASE TO THE DY JUANCOS AS VOID AND MAINTAIN AND UPHOLD PETITIONERS' PEACEFUL POSSESSION AND CULTIVATION OF THE SUBJECT PROPERTY[.]

C

RESPONDENT DARAB GRAVELY ERRED IN FINDING THAT COMPLAINANTS ARE NOT TENANTS OF THE PROPERTY SUBJECT OF THIS CASE.

The Heirs of Ignacio insist that the subject property is covered by CARP as provided in Section 4, Chapter II of Republic Act (R.A.) No. 6657[16] and the agricultural nature of the land is categorically recognized by the tax declaration[17] and the September 18, 1998 certification[18] of the PARO. They question the DARAB's failure to nullify the sale between the Del Rosarios and Dy Juancos for being violative of the farmers' security of tenure guaranteed by Section 6[19] of R.A. No. 6657 and the tenant's right of pre-emption under Section 11 of R.A. No. 3844[20] Lastly, they contend that all the essential elements of tenancy are present and invoke the certification issued by Luisito. They also assert that the fact that the Del Rosarios permitted them to cultivate the land for more than 20 years and received rentals thereon, though unreceipted, is a manifestation of an implied or verbal agricultural tenancy arrangement.

On the other hand, the Dy Juancos argue that the assailed DARAB Decision has long become final and executory because the counsel for the Heirs of Ignacio did not file a petition for review within fifteen (15) days from receipt of decision. They maintain that the Heirs of Ignacio failed to prove the essential elements of tenancy relationship and largely reiterate the disquisition of the PARAD and DARAB.[21]

This Court's Ruling

The petition is bereft of merit.

Preliminarily, We address the issue on proper service of notice and finality of the assailed July 4, 2011 DARAB Decision. The Heirs of Ignacio allege that they only learned of the July 4, 2011 Decision of the DARAB when they hired the services of their new counsel who obtained a copy thereof on September 28, 2012. They further claim that copies of the decision addressed to them were returned to sender while that made to Atty. Paul P. Lentejas (Atty. Lentejas) was invalid because he was not their counsel on record in the DARAB proceedings as he did not sign their Notice of Appeal.[22] The foregoing allegations are so vague and would not be helpful in resolving the issue on finality of the decision. The reason why copies of the decision were returned to sender was neither stated in the petition nor shown by the evidence on records, it is not clear if the same was due to a change of address or the parties simply refused to receive them. These matters are essential in determining if there was proper service of the decision but neither the Heirs of Ignacio nor the Dy Juancos provide such details. Further, the records indeed show that Atty. Lentejas did not file the notice of appeal on behalf of the Heirs of Ignacio. A certain Desales A. Loren (Loren), Ed. D., President of Cavite Farmers Foundation, acted as the representative and attorney-in-fact of the Heirs of Ignacio. Service of the decision to Loren would have been binding on the Heirs of Ignacio if there has been a proper substitution of counsel, however, the petition is also silent as to this matter.

The Court could not even rely on the presumption that official duty has been regularly performed. It is incumbent upon a party who relies on constructive service to prove that the notice was sent to, and received by, the addressee. The best evidence to prove that notice was sent would be a certification from the postmaster, who should certify not only that the notice was issued or sent but also as to how, when and to whom the delivery and receipt was made. The mailman may also testify that the notice was actually delivered.[23] However, the Dy Juancos, who had an interest in proving constructive service of notice failed to discharge this burden.

Be that as it may, and in order to put to rest the issues raised by the parties, the Court deems it prudent to rule on the merits of the case.

No Tenancy Relationship Between the Heirs of Ignacio and the Del Rosarios

Well-settled is the rule that a tenancy relationship cannot be presumed. There must be evidence to prove the

tenancy relations such that all its indispensable elements must be established, to wit: (1) the parties are the landowner and the tenant; (2) the subject is agricultural land; (3) there is consent by the landowner; (4) the purpose is agricultural production; (5) there is personal cultivation; and (6) there is sharing of the harvests.[24]

In this case, the Heirs of Ignacio were only able to prove the agricultural character of the land as shown by the PARO certification[25] issued on September 18, 1998 and the tax declaration.[26] In fact, the PARAD ruled[27] that it was devoted to agricultural purposes and classified as unirrigated rice land. However, the Heirs of Ignacio failed to establish with substantial evidence the presence of the third and sixth requisites of tenancy.

Ignacio's assertion that he was installed as a tenant by the Del Rosarios fails in line with the clear wordings of the certification issued by Luisito. As aptly interpreted by the DARAB and PARAD, such certification only established the fact that Ignacio was entrusted to tend to the animals and plants already existing in the land. Nothing therein indicated any consent, whether express or implied, to cultivate the land as tenant. To stress, Luisito's certification pertained only to the nature of Ignacio's work and categorically stated that the possession would subsist until the sale of the land. For clarity, We quote the contents of Luisito's certification, viz.:

Sa Sino Mang Kinauukulan,

Ang saysay na ito ay nagpapatunay na si Ignacio Arnes na may idad 56 na ngayon naninirahan sa Tres Cruces Tanza, Cavite ay pinagkakatiwalaan ko na mag alaga ng hayop at halaman sa aming lupain sa Tres Cruces simula pa noong taong 1966 hangang sa panahong ipagbili ang nasabing lupain.

Ang saysay na ito ay ipinagkaloob ko kay Ignacio upang magamit sa ano mang paraan na pakipakinabang.[28]

Nowhere in the said statements was it mentioned why and how Ignacio became an agricultural tenant. Nothing was said about Del Rosarios' intent to institute Ignacio as their tenant and there was nary any indication as to the landowners' purpose to embark on agricultural production. Neither did said certification attest to the existence of a sharing agreement between the parties. Indeed, said statements only tended to prove that Ignacio was a worker or an overseer of the land and nothing more.[29]

The Heirs of Ignacio also failed to prove sharing of harvest. Independent evidence, such as receipts, must be presented to show that there was a sharing of the harvest between the landowner and the tenant[30] but none was adduced in this case. The Heirs of Ignacio's allegation that the non-issuance of receipt was the customary practice in their location does not inspire belief in the absence of any evidence to prove the same. Moreover, even assuming that the Del Rosarios benefited from the produce of the land, this fact alone is not enough to establish tenancy. It is not unusual for a landowner to receive the produce of the land from a caretaker who sows thereon. It bears stressing that the fact of receipt, without an agreed system of sharing, does not ipso facto create a tenancy,[31] more so if the other elements to its existence are not present.[32] Here, the records are bereft of any evidence showing that the Del Rosarios agreed to any system of sharing. Again, the Heirs of Ignacio's claim that they are regularly giving 50% of the land produce to the Del Rosarios is a mere allegation without proof.

Without the essential element of consent and sharing, no tenancy relationship whether express or implied, exists between the Heirs of Ignacio and the Del Rosarios. For implied tenancy to arise, it is necessary that all the essential requisites of tenancy must be present. The fact that the Heirs of Ignacio were actually cultivating the land does not create an implied tenancy if the Del Rosarios never considered them as a tenant in the first place.[33] The principal factor in determining whether a tenancy relationship exists is intent. Tenancy is not a purely factual relationship dependent on what the alleged tenant does upon the land but is, moreso, a legal relationship. Thus, the intent of the parties, the understanding when the farmer is installed, and their written agreements, provided these are complied with and are not contrary to law, are more important.[34] To reiterate, the Heirs of Ignacio failed to discharge their burden of proving all the essential elements of tenancy. It has been

held time and again that all the requisites of an agricultural tenancy must be proved by substantial evidence and the absence of one will not make an alleged tenant a de jure tenant.[35]

The Heirs of Arnes' reliance on the case *Galope v. Bugarin*[36] is also misplaced. In the *Galope* case, there was an admission on the part of the landowner that he received rentals from the agricultural tenant, thus, the Supreme Court ruled that the failure to present receipts is not an issue in that case. In contrast to the case at bench, there is no such admission herein and not even an iota of evidence shows that there has been receipt of rentals.

In the absence of tenancy relationship between the Del Rosarios and the Heirs of Arnes, the Dy Juancos cannot also be considered as the landlords of the Heirs of Arnes considering that the former merely stepped into the shoes of the original owner. Besides, the Heirs of Arnes already admitted that there is no tenancy relationship between them.[37] Accordingly, the Heirs of Arnes have no cause of action against the Dy Juancos for maintenance of possession of the landholding and damages. It follows that the Heirs of Arnes have also no right to exercise the right of pre-emption under Section 11 of R.A. No. 3844[38] because by the express provision of the law, only agricultural lessees are entitled to it.

With respect to the issue of whether the subject parcel of land should be covered by CARP, it suffices to state that this matter falls under the administrative function of the Department of Agrarian Reform (DAR) and not within the quasi-judicial power of the PARAD or DARAB. Under Administrative Order No. 06-00 issued on August 30, 2000, the DAR Secretary has exclusive jurisdiction over classification and identification of landholdings for coverage under the CARP, including protests or oppositions thereto and petitions for lifting of coverage.[39] As a matter of fact, the DARAB did not resolve this controversy knowing fully well that it has no jurisdiction thereon. Thus, We would not rule on such issue pursuant to the doctrine of primary jurisdiction which precludes the courts from resolving a controversy over which jurisdiction was initially lodged with an administrative body of special competence. The DAR Secretary is in a better position to resolve the particular issue of CARP coverage being the primary agency possessing the necessary expertise on the matter. To stress, the power to determine such issue lies with the DAR, not with this Court.[40]

There is also no need to rule on the petitioners' application for TRO and/or WPI. Well-settled is the rule that the issue of propriety of obtaining a preliminary injunction dies with the main case from which it logically sprang. Such a provisional remedy, like any other interlocutory order, cannot survive the main case of which it is but an incident.[41]

WHEREFORE, premises considered, the instant petition for review is DENIED. Accordingly, the July 4, 2011 Decision of Department of Agrarian Reform Adjudication Board in Case No. 13775 is hereby AFFIRMED.

SO ORDERED.

Villon (Chairperson) and Macalino, JJ., concur.

[1] See Amended Petition for Review, rollo, pages 149-174.

The initial Petition for Review filed on October 12, 2012 (*ibid.*, pages 3-27) was dismissed outright per Resolution of this Court dated October 22, 2012 due to some procedural infirmities. However, upon motion of petitioners, the petition was reinstated and the Amended Petition for Review admitted through Our April 15, 2013 Resolution (*ibid.*, pages 334-335.)

[2] Penned by Jim G. Coletto with the concurrence of Gerundio C. Madueño, Arnold C. Arrieta, and Ma. Patricia Rualo-Bello. The Chairman of DARAB, Virgilio R. Delos Reyes, and two (2) other members, Anthony N.

Paruñgao and Mary Frances Pesayco-Aquino, did not take part in the proceedings, *ibid.*, pages 30-37.

[3] Penned by Provincial Adjudicator Barbara P. Tan, *ibid.*, pages 107-115.

[4] See TCT No. T-927 in the name of the Del Rosarios which was cancelled by the issuance of TCT No. T-253006 in the name of the Dy Juancos as shown by the annotation in the Memorandum of Encumbrances, *ibid.*, pages 43-45.

[5] See Dee of Absolute Sale dated October 18, 1988, *ibid.*, pages 95-99.

[6] The respective relationship of the parties herein to the late Ignacio Arnes was provided in the latter's Sinumpaang Salaysay dated October 15, 1997 attached as Annex of the complaint, *ibid.*, pages 49-50.

[7] See Complaint dated September 26, 1997, *ibid.*, pages 59-63.

[8] See Sinumpaang Salaysay dated October 15, 1997, *supra*, at note 6.

[9] See MTC Decision dated March 18, 1998, penned by Municipal Trial Judge Aurelio G. Icasiano, Jr., *rollo*, pages 70-74.

[10] See Motion to Dismiss, *ibid.*, pages 65-67.

[11] *Ibid.*, pages 90-94.

[12] *Supra*, at note 3.

[13] *Rollo*, page 56.

[14] *Supra*, at note 2.

[15] See Ignacio's death certificate, *rollo*, page 183.

[16] The Comprehensive Agrarian Reform Law of 1988.

x x x

Section 4. Scope. The Comprehensive Agrarian Reform Law of 1998 shall cover, regardless of tenurial arrangement and commodity produced, all public and private agricultural lands as provided in Proclamation No. 131 and Executive Order No. 229, including other lands of the public domain suitable for agriculture.

More specifically, the following lands are covered by the Comprehensive Agrarian Reform Program:

x x x

d) All private lands devoted to or suitable for agriculture regardless of the agricultural products raised or that can be raised thereon.

[17] *Rollo*, page 48.

[18] *Ibid.*, page 253.

[19] Section 6. Retention Limits. x x x

In all cases, the security of tenure of the farmers or farm workers on the land prior to the approval of this Act shall be respected.

Upon the effectivity of this Act, any sale, disposition, lease, management contract or transfer of possession of private lands executed by the original landowner in violation of this Act shall be null and void: Provided,

however, That those executed prior to this Act shall be valid only when registered with the Register of Deeds within a period of three (3) months after the effectivity of this Act. Thereafter, all Registers of Deeds shall inform the DAR within thirty (30) days of any transaction involving agricultural lands in excess of five (5) hectares.

[20] Agricultural Land Reform Code

x x x

Section 11. Lessee's Right of Pre-emption. - In case the agricultural lessor decides to sell the landholding, the agricultural lessee shall have the preferential right to buy the same under reasonable terms and conditions: Provided, That the entire landholding offered for sale must be pre-empted by the Land Authority if the landowner so desires, unless the majority of the lessees object to such acquisition: Provided, further, That where there are two or more agricultural lessees, each shall be entitled to said preferential right only to the extent of the area actually cultivated by him. The right of pre-emption under this Section may be exercised within ninety days from notice in writing which shall be served by the owner on all lessees affected.

[21] See Comment of private respondents, rollo, pages 352-368.

[22] See pages 5-6 of the Amended Petition for Review, supra, at note 1.

[23] See *Bernarte v. Philippine Basketball Association*, G.R. No. 192084. September 14, 2011.

[24] *Suarez v. Saul*, G.R. No. 166664. October 20, 2005, citing *VHJ Construction and Development Corporation v. Court of Appeals*, G.R. No. 128534. August 13, 2004.

[25] Supra, at note 18.

[26] Supra, at note 17.

[27] See page 5 of the November 9, 2001 Decision of the PARAD, supra, at note 3.

[28] Supra, at note 13.

[29] See *Heirs of Rafael Magpily v. de Jesus*, G.R. No. 167748. November 8, 2005.

[30] *Landicho, et al., v. Sia*, G.R. No. 169472. January 20, 2009.

[31] See *Heirs of Rafael Magpily v. de Jesus*, supra, at note 29.

[32] *Heirs of Jose Barredo v. Besaños*, G.R. No. 164695. December 13, 2010.

[33] Ibid.

[34] See *NICORP Management and Development Corp. v. de Leon*, G.R. No. 176942. August 28, 2008.

[35] See *Heirs of Jose Barredo v. Besaños*, supra, at note 30; *Suarez v. Saul*, supra, at note 23.

[36] G.R. No. 185669. February 1, 2012.

[37] See page 19 of the Petition for Review, supra, at note 1.

[38] Supra, at note 19.

[39] See *Lakeview Golf and Country Club, Inc. v. Luzvimin Samahang Nayon*, G.R. No. 171253. April 16, 2009.

[40] See *Bagongahasa v. Romualdez*, G.R. No. 179844. March 23, 2011.

[41] *Presidential Commission On Good Government v. Sandiganbayan*, G.R. No. 152500. September 14, 2011

citing *G & S Transport Corporation v. Court of Appeals*, G.R. No. 120287. May 28, 2002.

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