

MERARDO A. VELASQUEZ, PETITIONER, VS. HON. ROMEO D. MAGAT, ETC., AND RICARDO CRUZ, RESPONDENTS.

G.R. No. L-44301. February 26, 1988

Ponente: NARVASA, J.

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NARVASA, J.:

For well nigh fifteen (15) years, private respondent has succeeded in occupying and reaping the fruits of petitioner's land on the strength of nothing but a brazen assertion of a non-existent right, and by a resort to technical legal provisions which he had no right to invoke in the first place. It is time that such a usurpation were ended and petitioner's rights as owner vindicated.

Petitioner Velasquez is the owner of a 5-hectare parcel of rice land in Olo-Cafabrosan, Mangatarem, Pangasinan. The land used to be tenanted by one Emetrio Fabros.[1] But on August 21, 1972 Velasquez and Fabros terminated their landlord-tenant relation by a compromise agreement executed on that date. In the agreement it was stipulated that Fabros' occupancy would subsist only until December 31, 1972, at which time the land would be delivered to Velasquez, but the produce up to that time would belong exclusively to Fabros.[2]

The agreement was complied with to the letter. In December, 1972, after Fabros had harvested for himself the crops he had planted on the land, he surrendered the property to Velasquez. On delivery of the land to him, Velasquez turned it over to Felipe Alcantara and a certain Tadeo, both of whom he had engaged to cultivate the property.

Sometime in August, 1973, respondent Ricardo Cruz -- the son-in-law of Velasquez' former tenant, Emetrio Fabros -- entered the landholding and planted some palay on it. Velasquez's farm workers, Alcantara and Tadeo, lost no time in reporting Cruz's intrusion to their employer. Velasquez demanded that Cruz vacate the land. The latter refused.[3]

Velasquez promptly filed with the Municipal Court of Mangatarem a complaint for forcible entry dated September 13, 1973 against Ricardo Cruz.[4] In his answer Cruz alleged that he was the farm helper of his father-in-law, Emetrio Fabros, Velasquez's tenant, and challenged the Municipal Court's jurisdiction over the case since, being agrarian in nature, it was within the exclusive jurisdiction of the Court of Agrarian Relations. The Court referred the case to the Department of Agrarian Reform pursuant to Presidential Decree No. 316, for preliminary determination of the relationship between the parties and/or for certification of whether or not the case was proper for trial. On April 23, 1974 the Department certified the case as proper for trial, declaring that -

" * * although the land involved in this case is planted to rice, there is no tenancy relationship between the plaintiff and defendant. The action, therefore, does not involve the ejectment or is designed to harass or to remove the actual tiller or tenant-farmer."

The case was hence tried on the merits by the Municipal Court. The Court thereafter rendered judgment on October 1, 1975 in Velasquez's favor, ordering -

1)

that Cruz vacate the premises and surrender the same to Velasquez, and remove the dwelling thereon constructed;

2)

that Cruz pay Velasquez the reasonable value of the use and occupation of the premises at the rate of P2,000.00 per year beginning in 1973 until possession is restored to Velasquez, as well as attorney's fees in the sum of P1,000.00;

3)

that all standing crops on the land be forfeited in Velasquez's favor, the planter, Cruz, being a planter in bad faith; and

4)

that ten cavans of palay taken by Cruz under bond, and eight cavans and fourteen kilos of palay deposited in Rillon's Rice Mill be immediately released.[5]

The Municipal Court made the following findings:

- There was no evidence to substantiate Cruz's claim that he was a household farm helper of his father-in-law, Emetrio Fabros; Fabros had continued to be the tenant of Velasquez; and the latter had never had prior possession of the land in question.
- What the evidence does establish is that in accordance with the written compromise agreement between Velasquez and Fabros, the latter had surrendered the landholding to the former at the end of December, 1972. Hence, as early as January, 1973, Velasquez was in full possession.
- What the evidence does further establish is that Cruz had intruded on the land upon the pretense that he was the farm helper of his father in-law, and several months after the latter had ceased to be the tenant of Velasquez; in truth Cruz had never lived in the premises nor helped Fabros in the farm during the latter's tenancy; and Cruz had built his house on the land only in 1973 after he had unlawfully entered the property.
- Even if Cruz's claimed status as Fabros' farm helper be conceded *arguendo*, this would not improve his situation one bit. There was no privity between him and Velasquez, the landowner. Fabros' occupancy of the land was entirely dependent on Fabros' right to stay thereon as tenant. Once the latter's right ended, as it did in December, 1972, so did the former's. Cruz's entry into the land, on the pretext of being Fabros' farm helper, after Fabros' right of possession had ended and Fabros had actually relinquished such possession, was clearly unlawful.
- The implication that the compromise agreement between Fabros and Velasquez might be invalid, and hence Fabros could not be deemed to have legally surrendered the landholding should be rejected out of hand. The validity of the agreement has never been impugned nor any evidence of its nullity presented.
- So, too, the attack against the Municipal Court's jurisdiction must be spurned. The bare claim by Cruz of the existence of a landlord-tenant relationship did not deprive the Court of jurisdiction which, as is axiomatic, is determined by the averments of the complaint.[6]

Cruz appealed to the Court of First Instance. That Court conducted a preliminary hearing on the question of whether or not a tenancy relationship existed between Cruz and Velasquez. Thereafter, it rendered judgment under date of June 25, 1976 dismissing Velasquez's complaint for forcible entry on the ground that the case fell within the exclusive original jurisdiction of the Court of Agrarian Relations.[7] It declared that the compromise agreement of August 21, 1972 between Velasquez and Fabros was subject to a resolutive condition considering that it authorized the latter to stay in the premises until December, 1972, which was in the nature of a "future surrender." There being therefore this admission of a tenancy relation, the case was properly cognizable by the Agrarian Court; and the certification of the Department of Agrarian Reform certifying the case as proper for trial by the ordinary courts was inconsequential since it was obviously drawn up before evidence was presented showing that Fabros and later, Cruz, had the status of tenant.

This decision, Velasquez has brought up to this Court on appeal. He pleads for its reversal. His plea has merit albeit not precisely for the reasons advanced by him. The appealed judgment should indeed be as it is hereby reversed.

It is difficult to perceive how the respondent Court could have arrived at its conclusion of Cruz's status as tenant in the light of the clear and unambiguous language of the compromise agreement of August 21, 1972, and the facts on record regarding which it has not cited any ground for disbelief.

It was, to be sure, not incorrect for respondent Court to hold that it was not bound by the certification of the Department of Agrarian Reform, and that it was entirely free to make its own determination, of the existence of a landlord-tenant relationship.[8] This cannot however be said of its other conclusions.

Its holding that the compromise agreement of August 21, 1972 between Velasquez and his tenant, Fabros, was subject to a resolutive term, and somehow had not ended (or had revived) the latter's right to occupy the landholding as tenant, was plainly and patently wrong. As aforesaid, it flies in the teeth of the clear and unambiguous language of the agreement as well as the unchallenged factual determinations of the Municipal Court. From whatever aspect, the compromise agreement of August 21, 1972 undeniably declared that Fabros' occupancy of the land as tenant would be extinguished as of the end of December, 1972. That the termination of the tenancy relation was set four (4) months after the signing of the agreement did not make the agreement, or the termination of the relation therein stipulated, subject to a resolutive condition. The end of December marked the end of the relation, not its continuation or resumption. The respondent Court's construction of the agreement -- as prescribing the dissolution of the tenancy relationship on August 21, 1972, the date of execution of the agreement, and its re-establishment at the stipulated time of the surrender of the landholding to the owner four months later, December, 1972 -- was utterly unwarranted, totally incomprehensible and completely untenable.[9] It was moreover a construction which inexplicably ignored and was in stark contradiction of the undisputed fact that Fabros himself had impliedly but nonetheless clearly and openly acknowledged that his tenure as tenant had ended in December, 1972 by delivering the land to Velasquez at that time. And it is significant in this connection that Fabros has not himself joined his son-in-law in the suit at bar, to claim as the latter has done, that the tenancy relationship had never been terminated, or had been resumed.

Also quite puzzling was the respondent Court's disregard of the fact that there was simply no evidence demonstrating that Cruz had ever lived in the landholding; or that he had helped Fabros in the cultivation thereof during the latter's tenure as tenant, and at the same time was dependent on him for support, so as to make him a member of the tenant's "immediate farm household," in accordance with the law at the time, which is the status he claims to have.[10]

WHEREFORE, the Decision of the respondent Court dated June 25, 1976 is REVERSED and that of the

Municipal Court of Mangatarem dated October 1, 1975, being entirely in accord with the evidence and the law, REINSTATED AND CONFIRMED. This judgment is immediately executory, and no motion for extension of time to file a motion for reconsideration thereof will be entertained.

Teehankee, C.J., Cruz, Gancayco, and Griño-Aquino, JJ., concur.

[1] Rollo, pp. 34-35

[2] Id., p. 40

[3] Id., p. 35

[4] The case was docketed as Civil Case No. 393

[5] Rollo, p. 42

[6] Id., pp. 36-40

[7] Id., pp. 17-19

[8] SEE Velasco v. Mosuelo, 104 SCRA 556

[9] In Jacinto v. C.A., 87 SCRA 263, where a similar factual situation was presented, i.e.: the tenant continued in possession of the landholding after execution of an agreement stipulating termination of his tenancy relation after he had harvested the current "extra" crop, this Court sustained the ruling of the Court of Appeals that "actual turnover of the possession of the land is not necessary to show voluntary surrender of the landholding and the termination of the contract of tenancy ** (it being) sufficient that appellant voluntarily executed the (agreement of termination) Exhibit A and received the full consideration therefore. ** "

[10] Section 5 (0) of the Agricultural Tenancy Act, Republic Act No. 1199.

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