

**FEDERICO BOLISAY, REPRESENTED BY MA. LUISA B. ORTIZ-LUIS,
PETITIONER, VS. FEDERICO AGAPITO, FERNANDO AGAPITO, JAIME
AGAPITO AND PEDRO AGAPITO, RESPONDENTS.**

Ponente: DE GUIA-SALVADOR, J.

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DE GUIA-SALVADOR, J.:

Challenged in this petition for review filed pursuant to Rule 43 of the 1997 Rules of Civil Procedure is the Decision dated April 20, 2005 rendered by the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 12400,[1] the dispositive portion of which states:

“WHEREFORE, premises considered, the assailed decision of the Hon. Adjudicator is hereby REVERSED and SET ASIDE. Respondents-Appellants are entitled to security of tenure under the law and should be maintained in peaceful possession and cultivation of their respective tillage.

SO ORDERED.”[2]

The Facts

The record shows that, pursuant to separate emancipation patents issued in his favor, petitioner Federico Bolisay was the registered owner of the following parcels of agricultural land, viz:

(a) Lot A, Psd-034903-058637 (AR), consisting of 29,644 square meters, situated in Brgy. Pula, Cabanatuan, Nueva Ecija and covered by Transfer Certificate of Title No. T-5031 of the Cabanatuan City registry, issued pursuant to Emancipation Patent No. 690100;[3]

(b) Lot B, Psd-034903-058637 (AR), consisting of 8,477 square meters, situated in Brgy. Pula, Cabanatuan Nueva Ecija and covered by Transfer Certificate of Title No. T-6999 of the Cabanatuan City registry, issued pursuant to Emancipation Patent No. 00726694;[4] and

(c) Lot 6, Psd-03-072435 (AR), consisting of 1,959 square meters, situated in Brgy. Burol, Gen. Natividad, Nueva Ecija and covered by Transfer Certificate of Title No. EP-82378 of the Nueva Ecija provincial registry, issued pursuant to Emancipation Patent No. 536192.[5]

With the agricultural expenses defrayed by petitioner and/or his attorney-in-fact, Ma. Luisa Ortiz-Luis, it appears that the services of respondents Federico, Fernando, Jaime and Pedro, all surnamed Agapito, were engaged in the tillage of the foregoing parcels.[6]

Represented by her said attorney-in-fact, petitioner commenced the case at bench on January 14, 2002 with the filing of his complaint for injunction against respondents. Docketed as DARAB Case No. 06640’SNE’2002 before Branch IV of the Office of the Provincial Adjudicator of South Nueva Ecija, the complaint alleged, among other matters, that the subject parcels had been under the tillage of petitioner, his immediate family and hired laborers; that the produce harvested therefrom had always exclusively belonged to petitioner and/or her attorney-in-fact; and, that in the latter part of December 2001 and/or early part of January 2002, respondents

unjustifiably disturbed petitioner's possession of and control over the self same realties for the purpose of asserting their non-existent tenancy rights. In addition to an injunctive writ restraining respondents from committing further acts of dispossession, petitioner sought indemnities for damages and attorney's fees in the aggregate sum of P150,000.00.[7]

Respondents specifically denied the material allegations of the foregoing complaint in their February 14, 2002 answer with counterclaim. While acknowledging petitioner's ownership of the parcels in litigation, they averred, among other matters, that they were legitimate tenants who tilled the same under the porsiyentuhan system; that by said arrangement, petitioner shouldered all the expenses of cultivation and, in payment of their management of and work on the farm, shared 10% of the harvest in their favor; that petitioner has abandoned personal cultivation of the subject parcels as early as 1985 and had, thereby, disqualified himself from becoming the absolute owner thereof; and, that despite petitioner's refusal to recognize the same, their tenancy over the subject parcels had been created by operation of law.[8] Together with the dismissal of the complaint, respondents prayed for recognition of their tenancy and the grant of their counterclaims for moral damages, attorney's fees and litigation expenses.[9]

Upon the evidence the parties adduced in support of their respective causes, Nueva Ecija Provincial Adjudicator Eulogio Mariano rendered the May 7, 2002 decision,[10] disposing of the case in the following wise:

“WHEREFORE, premises considered, judgment is hereby rendered as follows:

- Directing the respondents or any other person acting under their command to cease and desist from entering the subject landholding, molesting, disturbing and harassing petitioner's peaceful possession and farming activities on the same; and
- Other claims and counterclaims are hereby denied for insufficiency of evidence.

SO ORDERED.”[11]

Elevated by respondents on appeal before DARAB, the foregoing decision was reversed and set aside in the herein assailed decision dated April 20, 2005. Upholding respondents tenancy rights over the subject parcels, [12] it went on to make the following pronouncements:

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“It is apparent that Petitioner is the owner of one of the parcels of the land consisting of 1,959 square meters (Annex “I”, Rollo, pp. 77-78). As such, legal right exist as to that parcel of land. As to the rest of the land, Petitioner has no legal right over it since he was not able to prove his ownership thereon. The acts violative of Petitioner's right over the 1,959-square meter land was not proven with clear and convincing evidence. Basic and well-established is the rule that the party alleging a fact has the burden of substantiating his allegation by preponderance of evidence and any declaration or assertion not so substantiated is, at best, a self-serving statement which is inadmissible in evidence for being hearsay (Victory Liner, Inc. vs. Court of Appeals, 293 SCRA 378).

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Section 7 of R.A. 3844, on the other hand, underscores the importance of a tenant's security of tenure. ‘The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.’

Security of tenure is a legal concession to agricultural lessees which they value as life itself and deprivation of

their landholdings is tantamount to deprivation of their only means of livelihood. Perforce, the termination of the leasehold relationship can take place only for causes provided by law (Laura Sarne, et al. vs. Hon. Vivian O. Maquiling, May 9, 2002, G.R. No. 138839)."[13]

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The Issues

Claiming to be the only direct compulsory heir of petitioner who has, in the meantime died, Ma. Luisa Ortiz-Luis filed the petition at bench in her representative capacity, seeking the reversal and setting aside of the foregoing decision on the following grounds:

"1 – The Adjudication Board seriously erred in holding that the Petitioner was not able to prove his ownership over the parcels of land and that the respondents are entitled to security of tenure;

2 – The Board a quo gravely erred (in holding) that the Petitioner is not entitled to injunction."[14]

The Court's Ruling

After a circumspect perusal of the record, we find the petition impressed with merit.

Contrary to the DARAB's findings, there simply can be no gainsaying petitioner's ownership of the subject parcels under the factual and legal milieu of the case. While concededly asserting their supposed tenancy rights over the self same realties, the record shows that respondents outrightly admitted petitioner's ownership thereof under the second paragraph of their February 14, 2002 answer.[15] Even without said admission, however, petitioner's certificates of title over the subject parcels[16] should have readily cast away the doubts the DARAB entertained regarding the matter. The rule is, after all, settled that a Torrens certificate is evidence of an indefeasible title to property in favor of the person whose name appears thereon.[17] Granted that registration is not a mode of acquisition of ownership but is, rather, merely the evidence of ownership previously conferred by any of the recognized modes of acquiring the same,[18] the DARAB should have borne in mind that a certificate of title is immune from collateral attack[19] and cannot, after its registration, be expediently impugned, altered, changed, modified, enlarged or diminished, except in direct proceedings permitted by law.[20]

To our mind, the fact that petitioner's certificates of title had been issued pursuant to emancipation patents earlier granted in his favor impresses upon them probative value that goes beyond the question of ownership. By and of themselves, they also disprove the existence of the tenancy relationship asserted by respondents against petitioner who, if such were the case, would not have been qualified as grantee under Presidential Decree No. 27. In decreeing the emancipation of tenant-farmers from the bondage of the soil, it bears emphasizing that said law allows the transfer of ownership of agricultural lands in favor of actual tenants[21] and only upon compliance with the requirements prescribed by law.[22] It logically follows that, with the respective issuance of Emancipation Patent Nos. 690100, 536192 and 00726694 in his favor in 1993, 1995 and 1999,[23] petitioner had already duly established the fact that he was the one tenantry the realties in litigation from the original owner thereof.

Insofar as the subject parcels are concerned, the aforesaid emancipation patents have, in other words, given petitioner a vested right of ownership which has become fixed, established and no longer open to doubt or controversy.[24] It does not, consequently, help respondents' cause any that the tenancy rights they sought to assert was contradicted as follows in the joint-affidavit executed by the Barangay Agrarian Reform Committee (BARC) Chairman, the Barangay Chairman and the adjacent farmers, viz:

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“1. NA, ang lupang ari ni FEDERICO BOLISAY, matatagpuan sa Pula, Cabanatuan City, at Burol, Gen. Natividad, Nueva Ecija, may luwang na TATLONG EKTARYA AT KALAHATI (3 & ½ has.), humigit kumulang, taniman ng palay, ay personal naming alam, sapagkat nasasakupan naming at/o ang mga lupang ginagawa naming ay ka-hangga at/o katabi ng nabanggit na lupa;

2. NA, si FEDERICO AGRAPITO ay upahang manggagawa ni FEDERICO BOLISAY at/o ng kanyang pamilya sa nabanggit na lupa, sa pagtanim ng palay, hindi siya kasama o namumuwisan;

3. NA, ang lahat ng gastos sa paggayak ng punlaan, pagpunla, pag-aalaga sa mga punla, pagpapataba, pag-iispray ng mga gamut, pag-aararo ng kalakihang lupang sakahin, pagbabasag, paghahalang, paglilalang, upang tanim, gamut, pagpapataba, pagpapatubig at iba pang mga gawain sa bukid ay inuupa at/o ginagastusan at binabayaran ni FEDERICO BOLISAY at/o ng kanyang miyembro ng pamilya;

4. NA, personal naming alam ang mga bagay-bagay na ito;”[25]

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The foregoing assertions are significantly borne out by the November 15, 2001 receipt executed by respondents Federico and Fernando Agapito who acknowledged the fact, among other matters, that they were only hired helpers in the cultivation of the subject parcels.[26]

On the principle that a tenancy relationship can only be created with the consent of the true and lawful landowner,[27] the lone fact of working in another’s land does not necessarily raise a presumption of agricultural tenancy. Said relationship is not purely factual and dependent on what the alleged tenant does upon the land; it is also a legal relationship where the intent of the parties, the understanding when the farmer is installed, and the written agreements are even more important.[28] For a tenancy relationship to be appreciated, it has been time and again ruled that the following indispensable elements should be established, to wit: (1) that the parties are the landowner and the tenant or agricultural lessee; (2) that the subject matter of the relationship is an agricultural land; (3) that there is consent between the parties to the relationship; (4) that the purpose of the relationship is to bring about agricultural production; (5) that there is personal cultivation on the part of the tenant or agricultural lessee; and, (6) that the harvest is shared between the landowner and the tenant or agricultural lessee.[29]

As the parties asserting the existence of agricultural tenancy, respondents did not even come close to proving the concurrence of the foregoing elements. The DARAB consequently compounded its error when it credited respondents with the right to security of tenure which, like petitioner’s ownership of the realties in litigation, was not even at issue before the provincial adjudicator. Not being de jure tenants of the subject parcels, respondents are, at any rate, not entitled to security of tenure under our Constitution and tenancy laws.[30] Even assuming, arguendo, that they are the ones in possession thereof, the mere fact that the land is agricultural does not, however, ipso facto make the possessor an agricultural lessee or tenant.[31]

Citing their personal cultivation, respondents have, of course, additionally prayed for the reversion of the litigated parcels to the government and the eventual re-allocation thereof in their favor.[32] To be sure, an establishment of share tenancy or leasehold relations over lands acquired under Presidential Decree No. 27 and other agrarian laws may be forfeited in favor of the government and awarded to deserving citizens pursuant to existing rules and regulations.[33] Rather than their being instituted as tenants of the subject parcels, however, respondents have only succeeded in proving that they were hired by petitioner as farm helpers thereon. The dearth of merit in respondent’s position is cast in even greater relief when it is borne in mind that, as a tenant and/or agricultural lessee who has acquired said landholdings under Presidential Decree No. 27, both law and jurisprudence do not prohibit petitioner from availing, occasionally or temporarily, the help of others in specific farming jobs.[34]

All told, we find that the DARAB erred in reversing the Provincial Adjudicator’s grant of petitioner’s prayer for

injunctive relief to restrain respondents from disturbing his possession and cultivation of the subject parcels. As registered owner, petitioner is clearly entitled to the possession thereof^[35] and to bring such action as would protect the same and/or restore him thereto.^[36]

WHEREFORE, the petition is GRANTED and the April 20, 2005 Decision under review is, accordingly, REVERSED and SET ASIDE. In lieu thereof, the May 7, 2002 Decision rendered by Nueva Ecija Provincial Adjudicator Eulogio Mariano is ordered REINSTATED.

SO ORDERED.

Reyes, (Chairman) and Roxas, JJ., concur.

[1] pp. 58-64, Rollo.

[2] p. 63, *ibid.*

[3] pp. 23-24, *ibid.*

[4] pp. 25-26, *ibid.*

[5] pp. 27-26, *ibid.*

[6] pp. 32; 37-39, *ibid.*

[7] pp. 32-34, *ibid.*

[8] citing Section 1, Proclamation No. 131 (CARP); Section 22, Republic Act No. 6657

[9] pp. 37-46, Rollo.

[10] pp. 47-55, *ibid.*

[11] p. 55, *ibid.*

[12] pp. 58-64, *ibid.*

[13] pp. 61-63, *ibid.*

[14] p. 12, *ibid.*

[15] p. 37, *ibid.*

[16] pp. 23-28, *ibid.*

[17] *Liao vs. Court of Appeals*, 323 SCRA 430, 444.

[18] *Chavez vs. Public Estates Authority*, 384 SCRA 152.

[19] *Tan vs. Philippine Banking Corporation*, 355 SCRA 292.

[20] *Seville vs. National Development Company*, 351 SCRA 112.

[21] *Heirs of Batongbacal vs. Court of Appeals*, 389 SCRA 517, 525.

[22] *Martillano vs. Court of Appeals*, 433 SCRA 195, 204.

[23] pp. 23; 25 and 27, Rollo.

[24] Pagtalunan vs. Tamayo, 183 SCRA 252.

[25] p. 31, Rollo.

[26] p. 29, *ibid.*

[27] Bautista vs. Araneta, 326 SCRA 234, 243.

[28] Valencia vs. Court of Appeals, 401 SCRA 666.

[29] Chico vs. Court of Appeals, 284 SCRA 33, 36.

[30] Valencia vs. Court of Appeals, *supra*, citing Philippine National Railways vs. Del Valle, 29 SCRA 573.

[31] Isidro vs. Court of Appeals, 228 SCRA 503, 511.

[32] pp. 41-43, Rollo.

[33] Batas Pambansa Blg. 869.

[34] Cuano vs. Court of Appeals, 237 SCRA, 122, 135-136, citing De Guzman vs. Santos, 6 SCRA 795

[35] Javelosa vs. Court of Appeals, 265 SCRA 493, 503

[36] Article 539, Civil Code of the Philippines

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