

CLEMENTE DEQUITO, PETITIONER-APPELLANT, VS. VICTORIA LLAMAS, RESPONDENT-APPELLEE.

G.R. No. L-28090. September 04, 1975

Ponente: ESGUERRA, J.

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ESGUERRA, J.:

Petition to review by certiorari the order of the Court of Agrarian Relations, Branch I, Bacolod City, in C.A.R. Case No. 3469, Neg. Occ.-'67, entitled "Clemente Dequito vs. Victoria Llamas," which dismissed petitioner's complaint for "Reliquidation and Damages." Defendant's motion to dismiss was held "tenable and meritorious" on the following grounds: (1) that plaintiff (petitioner Dequito) already voluntarily surrendered his landholding to the defendant (private respondent Llamas) which is a lawful ground for termination of tenancy relationship under Sec. 9, of Republic Act No. 1199; (2) that plaintiff Dequito had sworn under oath in an affidavit that the liquidation and the sharing basis was in accordance with law; and (3) that all the improvements, rights and interests were sold by the plaintiff to the defendant in the amount of P700.00.

Petitioner claims that the respondent Court of Agrarian Relations acted in grave abuse of discretion and/or in excess of its jurisdiction by dismissing the complaint because plaintiff Dequito could not have in his affidavit dated June 1, 1967, waived his rights to his claim as tenant, contrary to Article 6 of the New Civil Code, which provides:

"Rights may be waived, unless the waiver is contrary to law public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law."

Uncontested facts are:

1. On July 3, 1962, petitioner filed a complaint for "Reliquidation and Damages" (CAR Case No. 3469) against private respondent Victoria Llamas in the Court of Agrarian Relations, Branch I, Bacolod City, alleging that plaintiff Dequito was an agricultural share tenant for a period of nine (9) years of a one-hectare piece of land, seeded to one (1) cavan of lowland palay; and in the crop year 1959-1960, an additional landholding of one-half (1/2) hectare, seeded to 10 gantas of lowland palay, at sitio Camansi, Hinigaran, Negros Occidental, was given him by defendant Llamas; that the produce of the same land was divided 50-50, tenant-plaintiff furnishing all items of production and his labor, while defendant contributed only her land; that plaintiff cultivated 500 clumps of bamboos planted along his tenancy landholding on the agreement that plaintiff gets as his share 10% of the gross sale of said bamboos; that from crop year 1964, plaintiff was not paid P62.34 representing 10% of P632.35, the total cost of bamboos sold; that after the crop year 1961-62 defendant dispossessed tenant-plaintiff from the 1/2 hectare landholding; that for many times plaintiff had demanded from defendant a change in the illegal sharing basis of 50-50 to 70-30 and his 10% share of the gross sales of bamboos, but defendant did not heed said demands; that plaintiff obtained cash loans from defendant in the crop year 1961 to 1967 and that he had to pay usurious interests for said loans in the form of palay; that he suffered "mental anguish, serious anxiety, wounded feelings and social humiliation," thus entitling him to moral damages; that defendant be ordered to pay plaintiff P926.40 or 67.60 cavans of palay representing "short sharing," due him for 6 years, plus "8% legal interest" computed from the time the amount became due; to

order defendant to pay him P2,064.00, the cost of 120 cavans of palay representing plaintiffs failure to plant during crop years 1962-63 to 1966-67, plus "8% legal interest" computed from the time the amount became due; to order defendant to pay plaintiff P62.34, representing his 10% of the gross sale of P623.35 worth of bamboos, plus "8% legal interest" computed from the time the amount became due; to order defendant to return the excess of one (1) cavan of palay as overpayment of cash loan from crop year 1966-67, P270.00 for crop year 1963-64 to 1965-66, P210.00 for crop year 1961-62 to 1962-63, plus "8% legal interest" computed from the time the amount became due; to order defendant to pay plaintiff P5,000.00 as corrective or L exemplary damages and P5,000.00 as moral damages, plus P1,000.00 as attorney's fees;

2. Defendant Llamas filed a motion to dismiss on the principal ground that plaintiff had already voluntarily surrendered his landholding to defendant; that he admitted in his sworn affidavit dated June 1, 1967, "that the liquidation and the sharing basis was in accordance with law; that all the improvements, rights and interest were sold by the plaintiff to the defendant in the amount of P700.00";

3. Plaintiffs Opposition to Motion to Dismiss stated that "it is not denied that the landholding in question has been voluntarily surrendered to the defendant for a consideration of P700.00," but contended that the plaintiff could not have waived his right as a tenant to his lawful share in the produce of the land as such waiver would be contrary to law and public policy;

4. The respondent Court dismissed the complaint agreeing with the defendant that plaintiff admitted in his affidavit of June 1, 1967, that the sharing between him and the defendant was lawful; that he did not have any claim whatsoever against said defendant and that plaintiff received the amount of P700.00 from the defendant in full payment of the improvements he has introduced into the landholding;

5. Plaintiffs motion for reconsideration insisted on his stand that the supposed waiver of tenant's right is contrary to public policy;

6. Defendant's opposition to the motion for reconsideration argues that there was no waiver of right made by the plaintiff but relies on the sworn statement that he had no more claim against the defendant;

7. The respondent Court denied the motion for reconsideration, considering petitioner's affidavit as a valid indication of voluntary surrender of the landholding in question without any waiver of rights; that the matter of loans with alleged usurious interest should be the proper subject matter of a separate litigation, it being necessary that signed memorandum or receipt of loans be presented to meet the requirements of Sec. 20 of Act 3844.

If the only issue to be determined is the validity of petitioner's alleged waiver of rights in his affidavit of June 1, 1967, it becomes imperative for Us to scrutinize the contents of said affidavit. The official translation in English of said affidavit is as follows:

"Affidavit

"I, Clemente Dequito, 33 years of age, Filipino, married and a resident of Bo. Candumarao, Hinigaran, Neg. Occ, without as much pressure, threat and intimidation on me and upon my own voluntary will, after having been sworn to, in accordance with law, state the following:

"That I am a tenant of palay of Mrs. Victoria J. Llamas on her property situated at Sitio Camansi, Hinigaran, Negros Occidental, with a seeding capacity of 30 gantas beginning the year 1959, to present;

"While I am still the tenant the sharing basis was in accordance with law and during the past crop years I have no complaints with the share that I am receiving because of the fact that this was proper and in accordance with law. Therefore, I have no claim against Mrs. Llamas not even a grain;

"That to this date I am giving back the above-mentioned tenancy holding upon my own volition to Mrs.

Llamas and that she is receiving back the same and because of these. Mrs. Llamas has nothing more to collect from me.

"Because of the improvements that I have introduced in my landholding like dikes, etc. and also because of my voluntary surrender or quit claim of my landholdings, I therefore agree to have received the amount of P700.00 from Mrs. Llamas on this date upon signing this affidavit and as a consequence of this I have no right or claim to file a case or an intention to file a case against Mrs. Llamas.

"In truth of the foregoing, I am hereby affixing my signature in this affidavit in Himamaylan, Negros Occidental.

"(SGD.) CLEMENTE DEQUITO
CLEMENTE DEQUITO

"Subscribed and sworn to before me this 1 st day of June, 1967 at Himamaylan, Neg. Occ. Affiant exhibited to me his Residence Certificate, No. A-1664165 issued at Hinigaran on 6/16/67.

"(SGD.) RODOLFO A. GUANCE
Notary Public
Until December 31, 1968

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(Italics for Emphasis)

The evidence that petitioner Dequito received the agreed consideration of P700.00 is contained in the following:

"Himamaylan, Neg. Occ.
May 30, 1967

"To Whom It May Concern:

This is to certify that I have received the amount of seven hundred pesos (P700.00) Philippine Currency, from Mrs. Victoria J. Llamas, as full and complete payment of my voluntary surrender of my landholding situated at Sitio Camansi, Hinigiran, Neg. Occ.

"(SGD.) CLEMENTE DEQUITO
CLEMENTE DEQUITO

"Signed in the Presence of:

(SGD.) MRS. CLARITA GAURANA"

(Italics for Emphasis)

Petitioner never questioned the authenticity of his affidavit of June 1, 1967, and did not for a moment raise any question on the voluntariness of its execution. The respondent Court observed the petitioner to be a literate person and one who could not have been deceived by the contents of the affidavit which was written in a dialect he knows and understands and it could safely be presumed that when petitioner signed the sworn statement he knew the meaning and import of all its contents. Our examination of the contents of the reproduced affidavit compels Us to concur with respondent Court's finding that there is no waiver of tenant's right appearing therein-which

could be construed as a waiver contrary to law or public policy as the petitioner contends, but rather what clearly appear in the affidavit are admissions or declarations against his own interest made by the petitioner when he stated under oath that — "the sharing basis was in accordance with law"; "during the past crop years I have no complaints with the share that I am receiving because of the fact that this was proper and in accordance with law"; "I have no claim against Mrs. Llamas, not even a grain"; "I am giving back the above-mentioned tenancy holding upon my own volition;" "agree to have received the amount of P700.00 from Mrs. Llamas"; "I have no right or claim to file a case or an intention to file a case against Mrs. Llamas." In short, petitioner himself, in his voluntary executed sworn statement, the contents of which he fully understood, stated as a fact that the sharing basis was in accordance with law. If petitioner now contends that it was not so, thus reneging on his own sworn admission of the existence of a fact, then he must have perjured himself when he voluntarily and knowingly stated under oath that the sharing basis was in accordance with law. We will not allow such perfidy to prevail because a party to a litigation must always come to court in good faith and with clean hands.

Petitioner is bound by his voluntary admissions and declarations against his own interest appearing in his affidavit and this Court will not allow him to turn his back to it just because he might have realized after he signed the affidavit and received the P700.00 from private respondent Llamas that he committed a miscalculation and might have profited more from the tenancy relationship had he bargained more aggressively with the private respondent. We are firmly convinced that petitioner never waived any of his rights as a tenant contrary to law, but rather he declared under oath that the "sharing basis was in accordance with law," a plain and clear declaration of facts made in a public document. He who invokes public policy to question a supposed illegal waiver of his rights must have equal if not greater respect for the contents of a public document voluntarily executed by himself. He must give high value to the significance of statements made under his solemn oath and realize that sworn admissions and declaration against interest cannot just be set aside with impunity on the claim of being a poor tenant. There are no indications in this case that the private respondent took advantage of her position as landowner to prejudice unlawfully the interest of petitioner; rather to Our mind, it is the other way around, since the petitioner swore that the sharing basis was in accordance with law and voluntarily relinquished his landholding by receiving P700.00 for the improvements thereon, only to file an action later on for reliquidation and damages against the landowner. To Us there is no clearer manifestation of reneging on one's plighted word than that shown by petitioner. He ought to know that if he has rights to protect as a tenant, the landowner has also rights under the law. The protective mantle of social justice cannot be utilized as an instrument to hoodwink courts of justice and undermine the rights of landowners on the plea of helplessness and heartless exploitation of the tenant by the landowner. False pretenses cannot arouse the sentiment of charity in a compassionate society.

If the petitioner miscalculated on the advantages and disadvantages of voluntary surrender of his landholding for an agreed consideration, he must assume the consequences of his error. After executing the affidavit voluntarily wherein he made admissions and declarations against his own interest under the solemnity of an oath, he cannot be allowed to spurn them and undo what he has done. He cannot, even "with great repentance, retrieve the body he forsook and now wishes to live."

We see no error in respondent Court's ruling that on the matter of loans with alleged usurious interest mentioned in petitioner's complaint, the same could be the subject matter of a separate action if the claim is supported by signed memorandum or receipt of the loans as required by Sec. 20 of Act 3844 and the provisions of the Usury Law.

WHEREFORE, this petition is dismissed, and the Orders dated July 24, 1967, and September 1, 1967, of the respondent Court dismissing petitioner's complaint are affirmed.

Costs against petitioner.

SO ORDERED.

Castro, Makasiar, Muñoz Palma, and Martin, JJ., concur.

Teehankee, J., concurs in a separate opinion.

CONCURRING OPINION**TEEHANKEE, J.:**

I concur in the dismissal of petitioner's complaint "for reliquidation and damages" on the sole ground that petitioner has failed to adequately challenge, or show the invalidity of,; his voluntary surrender of the landholding to defendant and of his sworn acknowledgment that he had fully received the amounts due to him in accordance with their previous liquidation plus the amount of P700.00 in full payment of the improvements introduced by him on the landholding.

Petitioner's mere execution of the waiver and acknowledgment would not per se foreclose his right to repudiate them if he made proper factual averments that he had been misled or forced by circumstance into executing such waiver or was ignorant of the consequences thereof and that in fact he actually received less than what the law as a matter of public policy declares him entitled to receive as his rightful share. We are only too aware that on many occasions a tenant is inveigled into executing such an unlawful waiver and the courts have accordingly relieved him from the effects thereof on fundamental grounds of public policy.

Here, however, petitioner failed to aver and show adequately in his complaint that he had in fact not been paid his rightful share, and the lower court therefore did not err in dismissing the complaint for reliquidation in the face of the acknowledgment and waiver duly executed by petitioner that his tenancy share had been fully liquidated with his voluntary surrender of the landholding.

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