

ESTEBAN TAWATAO AND LOURDES DEL ROSARIO, PETITIONERS, VS. EUGENIO GARCIA, VIRGINIA DE VERA AND HON. LEON P. DACAYO, JUDGE OF THE COURT OF AGRARIAN RELATIONS (FIRST REGIONAL DIST...*G.R. No. L-17649. July 31, 1963*

Ponente: PADILLA, J.

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This is a petition for a writ of certiorari to annul a judgment rendered by the Court of Agrarian Relations, Lingayen, Pangasinan, in CAR case No. 539-P-58, and for a writ of preliminary injunction, under section 7 of Rule 67, Rules of Court, to preserve the status quo of the parties in relation to the litigated matter pending these proceedings.

On 14 February 1958 Eugenio Garcia and Virginia de Vera filed a petition (Annex A) in the Court of Agrarian Relations, First Regional District, Lingayen, Pangasinan, alleging that since 1935 they have been the tenants of a parcel of nipa land containing an area of one-half hectare situate in the barrio of Camaley, municipality of Binmaley, province of Pangasinan, owned by the spouses Juliana Claudio and Pablo Tawatao, residents of Muñoz, Nueva Ecija; that in 1950 they agreed to convert the nipa land into a fishpond, the expenses for such conversion to be shared equally by both parties, as well as the products of the fishpond; that for the construction of the fishpond the then petitioners, now respondents, spent the sum of P830, P330 of which was their own money and P500, a loan from one Lucio Ramirez; that after the construction of the fishpond Juliana Claudio and Pablo Tawatao failed and refused to pay their share of P400 despite demands for payment; that up to February 1955 they had divided share and share alike bangus and other kind of fishes caught in the fishpond; that in February 1955, for and in consideration of the sum of P700, Juliana Claudio and Pablo Tawatao leased for two years the fishpond to Salvador Bautista of Camaley, Binmaley, Pangasinan, in spite of the objection by the then petitioners, now respondents, who claimed that the lease would deprive them of their annual share amounting to P350; that sometime in 1956 the owners of the fishpond donated it propter nuptias to their children Esteban Tawatao and Lourdes del Rosario, the herein petitioners, who immediately took possession thereof, introduced improvements and refused to restore possession thereof to then petitioners, respondents herein, despite demands; and that as a result of their dispossession from the fishpond they suffered losses and damages. The then petitioners prayed that they be reinstated as tenants of the fishpond, be paid the amount of P400, the share of the former owners of the parcel of nipa land in the expenses incurred in converting it into fishpond, P750 as their share in the products of the fishpond for the years from 1955 to 1957, P300 as attorney's fees and incidental expenses and P1,300 as moral, nominal and exemplary damages.

In their answer the herein petitioners, then respondents, and their co-respondents, predecessors-in-interest, denied each and every material allegation of the petition (CAR case No. 539-P-58) and claimed that in 1955 the then petitioners, now respondents, Garcia and de Vera left the fishpond; that Juliana Claudio and Pablo Tawatao leased it to Salvador Bautista and after the termination of the lease in 1956 donated it to their son Esteban Tawatao,

herein petitioner, in consideration of his marriage to Lourdes del Rosario. By way of counterclaim the then respondents claimed that the then petitioners Garcia and de Vera failed and refused to render an accounting for the harvests in the agricultural years 1953-1955 amounting to P450; that to defend themselves against the complaint of the then petitioners they paid P250 for attorney's fees; and that they suffered moral and exemplary damages in the sum of P1,500.

Notwithstanding the notice of the date and time of hearing duly served upon and received by counsel of the then respondents, their counsel failed to appear. Thereupon, the then petitioners moved to be allowed to present their evidence and the motion was granted.

The evidence presented by the then petitioners substantially supports the allegations of their petition. After trial, the Court of Agrarian Relations rendered judgment, as follows:

Wherefore, the respondents are hereby ordered to reinstate the petitioners as tenants in the landholding-fishpond located (situate) at Bo. Camaley, Binmaley, Pangasinan, having an area of one-half (1/2) hectare, more or less, and to maintain them in the peaceful possession and cultivation of the same. The respondents are likewise ordered to pay to the petitioners the amount of P1,200.00 as damages for unlawful dispossession and P300.00 yearly from 1959 until the petitioners are actually reinstated. (Annex B)

In their petition the herein petitioners contend that Republic Act No. 1199, as amended by Republic Act No. 2263, that governs the relations between landholders and tenants under both the share and leasehold tenancies of agricultural lands for cultivation does not apply to fishponds, for in the latter there is no cultivation of the land to speak of, insist that section 42 of Republic Act No. 1199 and section 7 of Republic Act No. 1267 do not apply to fishponds and residential lots but to agricultural lands only subject to cultivation. Corollary to the issue of lack of jurisdiction, the herein petitioners also maintain that the basis of the complaint or petition is not a contract of share or leasehold tenancy but at most is one of partnership under article 1767 of the Civil Code.

In their answer to the petition for certiorari with preliminary injunction, the herein respondents Garcia and de Vera aver that their complaint is not predicated merely upon a contract of conversion of the nipa land into fishpond and recovery of half of the amount spent for such conversion as agreed upon, but one for reinstatement under section 21, Republic Act No. 1199, as tenants of the herein petitioners, and damages arising from their unlawful dispossession from and of the fishpond; that it is correct that they never entered into a contract of tenancy with the petitioners herein, but the fact is that there was an implied tenancy relation between them from 1935 to 1955 which was disturbed when in 1955 the fishpond was leased and in 1956 donated to the herein petitioners, a donation or transfer that cannot deprive the respondent tenants of their right to continue as such. Only for causes enumerated by law and only after the same shall have been proved before and the dispossession shall have been authorized by the court may a tenant be dispossessed of his holding.[1]

The answer of the judge who presided over the respondent Court is to the same effect on the issue of jurisdiction.

The point to determine in this case is, are the herein respondents Eugenio Garcia and Virginia de Vera entitled to reinstatement in the fishpond under section 27 of Republic Act No. 1199, as amended by Republic Act No. 2263, and damages?

The petitioners' argument that Republic Act No. 1199, as amended, applies only to agricultural lands fit for cultivation and not to fishponds, because by nature the latter are not susceptible of cultivation, is without merit, for section 46 of said Act, as amended, which partly provides that—

(c) The consideration for the use of sugar lands, fishponds, saltbeds and of lands devoted to the raising of livestock shall be governed by stipulation between the parties.

is clear and needs no interpretation. The law does not require actual cultivation of the land so that disputes affecting tenancy relation involving a landholding fall under it. While the above section provides that the consideration for the use of fishpond shall be governed by stipulation between the parties yet the same does not strip the Court of Agrarian Relations of its jurisdiction over tenancy disputes involving such kind of landholding. Furthermore, this Court already has held that land in which fish is produced is classified as agricultural land and that the words "real estate" include fisheries as used in article 55 of the Hague Conventions of 1907.[2] In this case involving, as it does, unlawful dispossession of the respondent tenants from their fishpond holding upon no legal cause, as provided for in sections 27, 49 and 50 of Republic Act No. 1199 as amended by Republic Act No. 2263, the Court of Agrarian Relations has exclusive jurisdiction to order the reinstatement and payment of damages for losses suffered by them, and for that reason the proceedings and the judgment rendered in this case being in accordance with law are valid and binding.

The claim that because "they (herein petitioners) have been in actual possession of the land for a period of two years prior to the filing of the complaint by the respondent spouses," "the respondent court has no jurisdiction over the case," is without merit, because such jurisdiction over the subject matter does not depend on whether or not at the time of the filing of the proper action there was a tenancy relation between the parties. Neither does the bringing of the action three years after the respondent tenants had been unlawfully dispossessed of the fishpond negate the existence of tenancy relation nor does it constitute or amount to a waiver of the right to reinstatement, for Republic Act No. 1199, as amended, does not provide for a prescriptive period within which to file a complaint for unlawful dispossession.

The writ prayed for is denied, with costs against the petitioners.

Bengzon, C. J., Bautista, Angelo, Concepcion, Reyes, J.B.L., Barrera, Paredes, Dizon, Regala, and Makalintal, JJ. concur.

[1] Sections 27, 49 and 50 of Republic Act No. 1199, as amended by Republic Act No. 2263.

[2] Molina vs. Rafferty, 38 Phil. 167 and Banaag vs. Singson Encarnacion, 83 Phil., 325; 46 Off. Gaz. 4895.

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