

PONCIANO PRIMERO, PETITIONER, VS. COURT OF AGRARIAN RELATIONS AND SINFOROSO QUION, RESPONDENTS.

G. R. No. 10594. May 29, 1957

Ponente: ENDENCIA, J.

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ENDENCIA, J.:

Petitioner Ponciano Primero is the owner of a riceland situated in the barrio, of San Juan, municipality of Gen, Trias, province of Cavite, containing an area of 27,837 square meters, with Torrens title registered in the Registry of Deeds for the province of Cavite, while respondent Sinforoso Quion is his tenant in said land. Desiring to lease said riceland to one Porfirio Potente for the purpose of raising thereon Zacate (a species of grass for horses' feed), on March 3, 1956, petitioner served a written notice thereof to respondent and requested him to vacate the premises, but the latter refused to do so. On March 7, 1956, the petitioner executed the contract of lease in favor of Porfirio Potente, but the respondent still continued in the land thereby hindering its delivery to the lessee, hence the petitioner filed with the Court of Agrarian Relations the petition under consideration to secure an order directing the respondent to vacate the premises in question so that it may be delivered to the lessee. After summons, the respondent filed his answer to the petition and on March 20, 1956, moved for the dismissal of the petition on the ground (1) that it states no cause of action, the facts stated therein not being constitutive of any of the causes for the dispossession of a tenant enumerated in section 50 of Republic Act No. 1199; (2) that under section 49 of the same Act, no tenant could be dispossessed of his holding except for any of the causes enumerated in section 50 of said Act, and (3) that under section 9 of the same Act, the lease of the land in question did not of itself extinguish the relationship between the respondent as tenant and the petitioner as landowner. After due hearing, the motion was granted, Executive Judge Guillermo S. Santos ruling as follows:

"* * * that the petition states no cause of action—because petitioner seeks the dispossession of respondent-tenant on a ground which is not one of the causes recognized by law. As a rule, dispossession of a tenant in an agricultural land can only be "allowed for any of the causes enumerated in Sec. 50 of Rep. Act No. 1199. Lease of a holding to another person who will convert it to a zacatal is not one of those grounds. Neither is the conversion of the holding into a zacatal. The reason advanced by petitioner is without merit."

Thereupon, petitioner appealed from the order of dismissal, and in this instance claims (1) that he has the right to dispossess his tenant in case he leases his land for purposes of converting it into a ZACATAL; (2) that the lessee Potente, as new landholder, has the right to employ a man of his choice in the Zacatal; and (3) that Zacate (horses' feed) is not an agricultural product within the purview of Republic Act No. 1199.

Carefully considered, the question involved in this case is simply whether, under the facts stated in the petition, the petitioner has right to secure from the Court of Agrarian Relations authority to eject the respondent tenant from the riceland held in tenancy by him only because said land was leased to one Porfirio Potente who will convert the same into a Zacatal, and said respondent refused to vacate it thereby hampering its delivery to the lessee.

The controlling law on the case are sections 9, 49 and 50 of Republic Act No. 1199, which read as follows:

"Sec. 9. Severance of Relationship.—The tenancy relationship is extinguished by the voluntary surrender of the land by, or the death or incapacity of, the tenant, but his heirs or the members of his immediate farm household may continue to work the land until the close of the agricultural year. The expiration of the period of the contract as fixed by the parties, and the sale or alienation of the land do not of themselves extinguish the relationship. In the latter case, the purchaser or transferee shall assume the rights and obligations of the former-landholder in relation to the tenant. In case of death of the landholder, his heir or heirs shall likewise assume his rights and obligations.

"Sec. 49. Ejectment, of Tenant.—Notwithstanding any agreement or provision of law as to the period, in all cases where land devoted to any agricultural purpose is held under any system of tenancy, the tenant shall not be dispossessed of his holdings except for any of the causes hereinafter enumerated and only after the same has been proved before, and the dispossession is authorized by, the court.

"Sec. 50. Causes for the Dispossession of a Tenant.—Any of the following shall be a sufficient cause for the dispossession of a tenant from his holdings:

- (a) The bona fide intention of the landholder to cultivate the land himself personally or through the employment of farm machinery and implements: * * *.
- (b) When the tenant violates or fails to comply with any of the terms and conditions of the contract or any of the provisions of this Act: Provided, however, That this subsection shall not apply when the tenant has substantially complied with the contract or with the provisions of this Act.
- (c) The tenant's failure to pay the agreed rental or to deliver the landholder's share: Provided, however, That this shall not apply when the tenant's failure is caused by a fortuitous event or force majeure.
- (d) When the tenant uses the land for a purpose other than that specified by agreement of the parties.
- (e) When a share-tenant fails to follow those proven farm practices which will contribute towards the proper care of the land and increased agricultural production.
- (f) When the tenant through negligence permits serious injury to the land which will impair its productive capacity.
- (g) Conviction by a competent court of a tenant or any member of his immediate family or farm household of a crime against the landholder or a member of his immediate family."

Under the foregoing clear provisions of law, we find that the agrarian court committed no reversible error when it dismissed the petition, firstly, because under the aforementioned section 9 of Rep. Act 1199, the contract of lease entered into by the petitioner and Porfirio Potente did not of itself extinguish the relationship of landlord and tenant between the petitioner and the respondent, and the lessee Potente should assume the obligations of the former landholder, the herein petitioner, in relation to his tenant, the herein respondent; secondly, because under section 49, a tenant cannot be dispossessed of his holding except for any of the causes enumerated in said section 50, and certainly the lease of the land in question to Potente is not one of those causes for the dispossession of a tenant enumerated in section 50 of the Tenancy Law quoted above. Consequently, we hold that under the provisions of law governing the case, the petition under consideration is completely untenable, for once a tenancy relationship is established, the tenant is entitled to security of tenure with right to continue working on and cultivating the land until he is dispossessed of his holdings for just cause provided by law or the tenancy relationship is legally terminated.

Petitioner contends, however, that sections 9 and 50 of Republic Act 1199 are unconstitutional and void for they are against paragraph 1, section 1 of Article III—Bill of Rights of our Constitution. It is argued that the petitioner has a perfect right to dispossess his tenant because he wants to lease his land to a third person for the purpose of converting it into a ZACATAL and that "the lessee has a perfect right to employ laborers of his own choice and to deny a lessee that right will be tantamount to a deprivation of the right of the owner to lease his land for a better income, for no lessee will enter into a contract of lease of a riceland to convert the same into a ZACATAL if he

will be denied the freedom to employ a tenant of his own choice." We find no merit in this contention. The provisions of law assailed as unconstitutional do not impair the right of the landowner to dispose or alienate his property nor prohibit him to make such transfer or alienation; they only provide that in case of transfer or in case of lease, as in the instant case, the tenancy relationship between the landowner and his tenant should be preserved in order to insure the well-being of the tenant or protect him from being unjustly dispossessed by the transferee or purchaser of the land; in other words, the purpose of the law in question is to maintain the tenants in the peaceful possession and cultivation of the land or afford them protection against unjustified dismissal from their holdings. Republic Act 1199 is unquestionably a remedial legislation promulgated pursuant to the social justice precepts of the Constitution and in the exercise of the police power of the State to promote the common weal. It is a statute relating to public subjects within the domain of the general legislative powers of the State and, involving the public rights and public welfare of the entire community affected by it. Republic Act 1199, like the previous tenancy laws enacted by our lawmaking body, was passed by Congress in compliance with the constitutional mandates that "the promotion of social justice to insure the well-being and economic security of all the people should be the concern of the State" (Art. II, sec. 5) and that "the State shall regulate the relations between landlord and tenant * * * in agriculture * * *." (Art. XIV, sec. 6).

As to the "last question raised by the petitioner, to wit, whether the Zacatal is an agricultural product as contemplated by Act 1199, we find unnecessary to discuss it in view of the foregoing conclusion we arrived at, for the true question involved in the case is whether the lease of petitioner's land to Porfirio Potente constitutes just cause for dispossessing the respondent of his holding on the land as tenant thereof.

Wherefore, finding no error in the order appealed from, the same is hereby affirmed with costs against the petitioner-appellant.

Bengzon, Padilla, Montemayor, Reyes, A. Bautista Angelo, Labrador, Concepcion, Reyes, J. B. L., and Felix, JJ., concur. Order affirmed.

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