

**SPOUSES ELIGIO P. MALLARI AND MARCELINA I. MALLARI,
PETITIONERS, VS. IGNACIO ARCEGA, PERCASIO CATAUTAN, BEN
GARCIA, ALFREDO DE GUZMAN, MARIETA JACINTO, CELESTINO
MAGAT, VICENTE...**

G.R. No. 106615. January 15, 2004

Ponente: SANDOVAL-GUTIERREZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-106615/>

SANDOVAL-GUTIERREZ, J.:

At bar is a motion for reconsideration of our Decision[1] filed by spouses Eligio and Marcelina Mallari (petitioners in G.R. Nos. 106615, 109452, 109978 & 139379 and respondents in G.R. No. 108591).

The instant consolidated petitions involve a parcel of agricultural land over which Ignacio Arcega, et al. (the 14 tenants who are petitioners in G.R. No. 108591 and respondents in G.R. Nos. 106615, 109452, 109978 & 139379) vigorously assert their right of redemption. The resolution of the issues raised in all these petitions hinges on the determination of the issue in G.R. No. 106615, i.e., whether Arcega, et al. have validly tendered or consigned payment of the redemption price for the purpose of exercising their right of redemption under Section 12, Republic Act No. 3844, as amended, through their presentation of a document entitled “Certification To Finance Redemption of Estate Under R.A. No. 3844, As Amended,” dated January 15, 1982 issued by Mr. Basilio Estanislao, then president of the Land Bank of the Philippines.

A recapitulation of the essential facts relative to the instant motion for reconsideration shows that:

Arcega, et al. are agricultural lessees of landholdings planted to sugarcane, described as Lot 3364 of the San Fernando Cadastre, located at Maimpis, San Fernando, Pampanga. This lot is the subject of these cases.

Lot 3364 was originally owned by spouses Roberto and Asuncion Wijangco under T.C.T. No. 27507-R of the Registry of Deeds of Pampanga. They mortgaged the lot and their other lots to the Philippine National Bank (PNB) to secure a loan. Eventually, for their failure to pay their loan, the PNB foreclosed the mortgage. In the auction sale that followed, the PNB, being the highest bidder, acquired the lots and was issued a Certificate of Sale. Upon failure of the Wijangcos to redeem the lots, ownership thereof was transferred to the PNB. Several land titles were then issued to it by the Register of Deeds. Among those titles is T.C.T. No. 154516-R covering Lot No. 3664.

On July 10, 1980, spouses Eligio and Marcelina Mallari purchased two lots from the PNB, one of which is the subject Lot No. 3664, without any indication that the same is tenanted.[2] Pursuant to their agreement, the spouses paid PNB the sum of P473,000.00, or 20% of the purchase price of P2,365,000.00, as down-payment, and the balance to be paid in three equal annual installments.

On July 22, 1981, Arcega, et al., who are occupying portions of the lot, filed with the Court of Agrarian Relations, San Fernando, Pampanga, a petition for redemption against the Wijangco spouses (as original owners), the PNB (as the mortgagee-transferee and vendor) and the Mallari spouses (as the subsequent vendees), docketed as

Agrarian Case No. 1908. Upon the abolition of the CAR, the case was automatically absorbed by the Regional Trial Court, Branch 46, also at San Fernando, Pampanga. Arcega, et al. alleged in their petition that in April, 1981, Eligio Mallari informed them that he purchased Lot No. 3664 from the PNB; that they tried to redeem their respective landholdings at P5,000.00 per hectare but spouses Mallari rejected the offer considering that the latter bought the lot from the PNB at P18,000.00 per hectare; and that they were compelled to institute the petition for redemption pursuant to Section 12 of Republic Act No. 3844,[3] as amended by R.A. 6389,[4] which provides:

“Sec. 12. Lessee’s right of redemption. – In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

“Upon the filing of the corresponding petition or request with the Department or corresponding case in court by the agricultural lessee or lessees, the said period of one hundred and eighty days shall cease to run.

x x x

“The Department of Agrarian Reform shall initiate, while the Land Bank shall finance, said redemption as in the case of pre-emption.”

On November 18, 1981, before the pre-trial of the case, Arcega, et al. filed with the trial court a motion praying that the Land Bank be ordered to issue a certification that it shall finance the redemption of their landholdings. The trial court, in its Order dated December 24, 1981, denied their motion and required them to show cause at the next hearing why their petition should not be dismissed for their failure to make a tender of payment and/or consignment of the redemption price.

Arcega, et al. then moved for a reconsideration of the December 24, 1981 Order on the ground that the requirement of tender of payment and/or consignment is not necessary as a Land Bank certification to finance such redemption is sufficient.

On January 20, 1982, during the hearing of their motion for reconsideration, Arcega, et al. presented a certification entitled “Certification To Finance Redemption of Estate Under R.A. No. 3844, As Amended,” dated January 15, 1982 issued by Mr. Basilio Estanislao, then president of the Land Bank of the Philippines.

In its Order dated January 27, 1982, the trial court dismissed the petition for redemption because: (1) Arcega, et al. failed to exercise their right of redemption within the prescribed 180-day period; and (2) the Land Bank certification they presented does not constitute a tender of payment and/or consignment of the redemption price.

Arcega, et al. interposed an appeal to the Court of Appeals, docketed as CA-G.R. No. SP-13807-CAR. On May 31, 1982, the appellate court rendered a Decision, reversing and setting aside the trial court’s Order of January 27, 1982. It mainly ruled that: (a) Arcega, et al. have timely exercised their right of redemption under Section 12, R.A. No. 3844, as amended; and (b) a certification from the Land Bank that it will finance the redemption is sufficient tender of payment and consignment of the redemption price. Thus, the Court of Appeals remanded the case to the trial court for further proceedings.

Aggrieved, the Mallari spouses filed a petition for review on certiorari with this Court, docketed as No. L-61093.[5] In a Decision dated May 25, 1988, we dismissed the spouses’ petition, holding that (1) the right of

Arcega, et al. to redeem the property “has not yet prescribed because no notice in writing of the sale was ever given by the vendee upon (them) as agricultural lessees of the land, as required by law;”[6] and (2) “it is not necessary for tenants-redemptioners to make a tender and/or consignment of the redemption price” since “a certification of the Land Bank to finance the redemption when presented will suffice.”[7]

The trial court then proceeded with the pre-trial of the case and, after a full-blown hearing, rendered a Decision[8] dated November 8, 1990, dismissing for the second time the petition for redemption, on the following grounds:

- The action for redemption by Arcega, et al. has prescribed;
- Arcega, et al. “did not even present any witness from the Land Bank to identify this document (the questioned certification) and to attest to its due execution, genuineness and authenticity x x x, thereby losing entirely its probative value and bolstering the fact, as established, that indeed it was an accommodation certification only;”[9]
- The Land Bank did not join Arcega, et al. as a plaintiff or petitioner in the redemption case, neither was it impleaded as a co-defendant. Hence, no judgment is binding and enforceable against the bank since the court has not acquired jurisdiction over it;
- The questioned Land Bank certification dated January 15, 1982 is void ab initio since it is conditional and is not in accordance with the law and Land Bank Circular Letter No. 3 dated February 25, 1980 and, therefore, the same cannot be considered as equivalent to tender of payment and consignment of the redemption price;
- The Land Bank itself, in its letter dated October 16, 1989 (Exhibit “35”), stated that it will not enforce the January 15, 1982 certification because it is not the certification required by law and Land Bank Circular No. 3 dated February 25, 1980. Also, the Land Bank, in another letter dated October 23, 1981 signed by Mr. Danilo R. Cueto, Manager, PIO (Exhibit “22”), stated that the bank is not acquiring/financing sugar lands, thus: “(1) The Land Bank of the Philippines is not acquiring sugar lands. Rather, it is the financing arm of the government in the implementation of the agrarian reform program in pursuance of PD 27. At present, Operation Land Transfer (OLT) covers only rice and corn lands; (2) As to its legal justification, the existing law on agrarian reform OLT does not cover sugar lands;”[10] and
- Arcega, et al. failed to establish by competent and satisfactory evidence the reasonable amount of the redemption price of their landholdings. Their “witness, Rafael Manalo admitted in open court that he and his co-plaintiffs could afford to pay only P5,000.00 per hectare which is definitely way below the price per hectare at which PNB sold the lot to the defendants-spouses in 1980 at the price of P18,000.00 per hectare. On this score alone, plaintiff’s petition must necessarily fail.”[11]

Arcega, et al. again appealed from the trial court’s Decision to the Court of Appeals, docketed as CA-G.R. SP CAR 25209. In its Decision dated June 9, 1992, the appellate court reversed the trial court’s Decision, holding that the issue of whether the Land Bank certification is equivalent to a valid tender of payment and/or consignment of the redemption price was already passed upon by this Court in No. L-61093; and that what the trial court should have done was to resolve the question on the reasonable amount of the redemption price, nothing more.

Expectedly, spouses Mallari elevated the matter to this Court via the present petition for review on certiorari, docketed as G.R. No. 106615. Pending our resolution of this case, four other petitions were filed with this Court involving the trial court’s various Orders issued in the same agrarian case and a DARAB’s Decision concerning the same disputed landholding:

In G.R. No. 108591, Arcega, et al. assail the validity of the trial court’s Orders dated November 3, 1992,

November 12, 1992, December 2, 1992 and January 14, 1993 which recognize spouses Mallari's right to demand payment of back rentals from Arcega, et al. for the agricultural crop year 1991-1992. In effect, the said Orders held that they failed to exercise their right of redemption.

In G.R. No. 109452, spouses Mallari challenge the Court of Appeals' Decision dated March 10, 1993 affirming the Decision of the Department of Agrarian Reform Adjudication Board, Region III, suspending the proceedings in DARAB Case Nos. 144-P '89 to 160-P '89 (for dissolution of Arcega, et al.'s tenancy relationship and their payment of annual rentals corresponding to six agricultural crop years 1983-1984 to 1988-1989) until such time that the petition for redemption shall have been finally resolved by this Court in G.R. No. 106615.

In G.R. No. 109978, spouses Mallari impugn the April 30, 1993 Decision of the Court of Appeals reversing and setting aside the trial court's Order dated February 5, 1992 requiring Arcega, et al. to render an accounting on the sugarcane produced from their landholdings for the crop year 1991-1992; and the Order dated May 14, 1992 directing them to deliver to spouses Mallari their shares corresponding to the agricultural crop year 1991-1992. Both Orders are based on the trial court's finding that Arcega, et al. did not exercise their right of redemption.

In G.R. No. 139379, spouses Mallari question the validity of the Court of Appeals' Decision dated July 9, 1999 setting aside the trial court's Order of November 4, 1994 requiring Arcega, et al. to pay the spouses back rentals for the agricultural years 1982-1983 to 1989-1990.

As we have stated at the outset, the resolution of these four other petitions hinges on the determination of the issue in G.R. No. 106615, i. e., whether Arcega, et al. have validly tendered or consigned the redemption price for the purpose of exercising their right of redemption under Section 12, Republic Act No. 3844, as amended, through their presentation of a "Certification To Finance Redemption of Estate Under R.A. No. 3844, As Amended," dated January 15, 1982 issued by Mr. Basilio Estanislao, then president of the Land Bank of the Philippines.

Going back to the Mallari spouses' petition in G.R. No. 106615, on March 20, 2002, we rendered a Decision affirming the June 9, 1992 Decision of the Court of Appeals. We reiterated our ruling in No. L-61093 that since the Land Bank has issued a certification that it will finance the redemption, it is not necessary for Arcega, et al. to tender payment and/or consign the redemption price. The dispositive portion of our Decision reads:

"WHEREFORE:

- The petitions of spouses Mallari in G.R. Nos. 106615, 109452, 109978 and 139379 are DENIED and the assailed Decisions of the Court of Appeals in CA-G.R. SP CAR No. 25209, CA-G.R. SP CAR No. 30085, CA-G.R. SP CAR No. 30887 and CA-G.R. SP CAR No. 36100 are AFFIRMED;
- The petition of Arcega, et al. in G.R. No. 108591 is GRANTED and the appealed RTC Orders dated November 3, 1992, November 12, 1992, December 2, 1992 and January 14, 1993 are REVERSED and SET ASIDE;
- The RTC is ORDERED to implead the LBP in Agrarian Case No. 1908;
- Agrarian Case No. 1908 is REMANDED to the RTC, Branch 46, San Fernando, Pampanga for further proceedings with dispatch; and
- The RTC is further ORDERED to submit to this Court a progress report of the status of Agrarian Case No. 1908 every 3 months until this Court's Decision is fully implemented.

"SO ORDERED."

Spouses Mallari now seek a reconsideration of our Decision.

Basically, spouses Mallari contend that the questioned Land Bank certification, as held by the trial court in its November 8, 1990 Decision, is void ab initio for being merely conditional in character and not in accordance with the pertinent law and Land Bank Circular No. 3 dated February 25, 1980. Moreover, the Land Bank, in its letter dated October 16, 1989, signed by Augusto M. Aquino, addressed to Eligio Mallari, which the latter presented as Exhibit “35” during the trial of the agrarian case, states that the subject certification cannot be enforced against the bank, thus:

“x x x the certification (in question) cannot be enforced against Land Bank, whether or not it is a party to the pending case for redemption.

“The implementing rules and regulations outlined under LBP Circular Letter No. 3 speak of a certification from the Bank as to availability of funds, certifying that a certain amount in cash or/and bond had already been set aside for the purpose, whereas Annex ‘A’ (the questioned certification presented by Arcega, et al.) of your letter is a mere conditional commitment on the part of the Bank to finance the redemption, which means that said financing must be in accordance with law and existing policies.”[12]

Spouses Mallari maintain that the above-quoted letter effectively cancelled the questioned certification. Thus, Arcega, et al. have not properly tendered or consigned the redemption price and, therefore, cannot exercise their right of redemption.

In their comment, Arcega, et al. countered by simply stating that the matter raised in the instant motion was already passed upon by this Court in No. L-61093 holding that the Land Bank certification “will suffice.”

The essential questions raised in spouses Mallari’s instant motion is (1) whether the subject Land Bank “Certification to Finance Redemption of Estate Under R.A. No. 3844, As Amended,” dated January 15, 1982, is void ab initio for being conditional and contrary to law and Land Bank Circular Letter No. 3, dated February 25, 1980, as held by the trial court; and (2) whether the said certification may still be enforced despite its cancellation by the Land Bank.

The motion is impressed with merit.

The first issue certainly involves a scrutiny of the intrinsic or inherent validity of the Land Bank certification. The resolution of this issue is crucial because if the certification is indeed void, then respondents Arcega, et al. can no longer exercise their right of redemption under Section 12 of R.A. 3844, as amended, quoted earlier.

Contrary to the claim of Arcega, et al., this Court in its Decision in No. L-61093 (penned by the late Chief Justice Pedro L. Yap) did not pass upon the matter being raised by spouses Mallari in their instant motion for reconsideration, i.e., whether the Land Bank certification is void ab initio, or has become ineffective when it was cancelled by the Land Bank. It must be stressed that pursuant to that same Decision, the trial court conducted hearing in Agrarian Case No. 1908. After a full-blown hearing, the trial court rendered its Decision on November 8, 1990 dismissing the petition for redemption of Arcega, et al. on the grounds that, among others, the questioned Land Bank certification to finance redemption is void ab initio for being conditional in nature and not in accordance with Land Bank Circular No. 3 of February 25, 1980. We reiterate that the correctness of this particular ruling by the trial court was not passed upon by this Court in its Decision in No. L-61093. What it resolved is that “A certification of the Land Bank to finance the redemption when presented will suffice,”[13] not whether it is valid. Surely, these two phrases connote different meanings.

It is significant to stress further that after this Court rendered its May 25, 1988 Decision in No. L-61093, the Land Bank declared in its letter of October 16, 1989 to Eligio Mallari (Exhibit “35”) that the questioned certification cannot be enforced due to its serious legal defects.

We shall now make a definite ruling on the validity of the Land Bank certification in question.

The law governing redemption cases by agricultural lessees is R.A. 3844, as amended, Section 12 (last paragraph) of which mandates:

“Sec. 12. Lessee’s right of redemption. – x x x.

“The Department of Agrarian Reform shall initiate, while the Land Bank shall finance, said redemption as in the case of pre-emption.”

Pursuant to the above provision, Land Bank Circular Letter No. 3, dated February 25, 1980, entitled “Rules and Regulations on the Financing by Land Bank of Acquisition of Land-holdings by Agricultural Lessees Through Pre-emption or Redemption under R.A. 3844, as amended,” was issued. The pertinent provisions of the said Circular state:

x x x

“2. All proposals for Land Bank financing of land acquisition through pre-emption or redemption must carry the favorable endorsement of the Minister of Agrarian Reform.

x x x

“5. Upon direction of the Court of Agrarian Relations, or upon recommendation of the Minister of Agrarian Relations, the Land Bank may issue appropriate certification as to the availability of funds in lieu of cash and bond deposits to finance the acquisition of landholding subject of pre-emption or redemption. The certification shall be patterned after the attached form which is made an integral part of these rules and regulations:

‘CERTIFICATION AS TO AVAILABILITY OF FUNDS

‘Pursuant to Section 11/12 of RA No. 3844, as amended by RA No. 6389, I hereby certify that the Land Bank has today, _____, 19__, set aside the amount of P _____, of which 10% is in cash and 90% in Land Bank bonds as compensation for the landholding of _____ situated at _____ and covered by OCT/TCT No. _____ of the Registry of Deeds of _____, which is the subject of pre-emption/redemption, to be made payable to said _____ in accordance with Section 80 of RA No. 3844, as amended by Presidential Decree No. 251, subject to the rules and regulations of the Land Bank on pre-emption/redemption cases.

‘This certification is being issued pursuant to a letter-request dated _____, 19__, of the Minister of Agrarian Reform to the Land Bank of the Philippines.

‘Issued at Manila, this ____ day of _____, 19__.

‘LAND BANK OF THE PHILIPPINES

‘By:

_____”[14]

(Underscoring supplied)

However, the Land Bank certification dated January 15, 1982 which Arcega, et al. presented is contrary to the document of financing guaranty prescribed in Land Bank Circular Letter No. 3 quoted above. We reproduce in full the challenged certification:

“CERTIFICATION TO FINANCE REDEMPTION OF
ESTATE UNDER R.A. NO. 3844, AS AMENDED

“This is to certify that the Land Bank of the Philippines shall finance the acquisition of the landholding situated in Barrio Maimpis, San Fernando, Pampanga, subject matter of a Redemption Case x x x docketed as CAR Case No. 1908-P ’81, if found in consonance with the provisions of Section 12, Republic Act No. 3844, as amended, and with the relevant policies and procedures laid down by the Land Bank Board of Directors.

“Corresponding funds shall be set aside upon receipt of the order or directive from the honorable court and payment therefor shall be effected upon compliance with the bank’s guidelines and policies on the matter.

“Issued at Manila, this 15th day of January, 1982.

“LAND BANK OF THE PHILIPPINES

“By:

“(sgd.) BASILIO ESTANISLAO

“President”[15]

(Underscoring supplied)

First and foremost, paragraph 2 of Land Bank Circular Letter No. 3 has made it a mandatory requirement that “all proposals for Land Bank financing of land acquisition through pre-emption or redemption must carry the favorable endorsement of the Minister (now Secretary) of Agrarian Reform.” It is likewise required that the prescribed form must indicate that the certification has been “issued pursuant to a letter-request from the (DAR Secretary) to the Land Bank of the Philippines.”

It bears emphasis that such favorable endorsement from the DAR Secretary is a vital part of the redemption process since, under Section 12 of R.A. 3844, as amended, it is the duty of the DAR to “initiate” pre-emption/redemption proceedings. It is the DAR which evaluates proposals/applications for Land Bank financing. Thus, it is within the discretion of the DAR Secretary whether or not to set aside certain amounts as compensation of the landholdings subject of pre-emption or redemption.

It follows that without such “favorable endorsement” from the DAR Secretary, the Land Bank has no authority to finance pre-emption or redemption. This is so because under the same Section 12 of R.A. 3844, as amended, the Land Bank’s role is limited only to financing the redemption/acquisition of the landholding for the agricultural-lessee.

Here, the Land Bank certification presented by Arcega, et al., the validity of which is vigorously questioned by spouses Mallari, is not supported by any favorable endorsement from the DAR Secretary. This plainly violates Section 12 of R.A. 3844, as amended, and Land Bank Circular Letter No. 3, dated February 25, 1980. As elucidated earlier, absent such DAR Secretary’s favorable endorsement, the Land Bank has no authority to finance the redemption of the property for Arcega, et al. Clearly, the disputed Land Bank certification is void. On this ground alone, spouses Mallari’s instant motion should be granted.

Secondly, the questioned certification itself declares that the Land Bank’s undertaking to finance the redemption is conditional. The financing will push through “if found in consonance with the provisions of Section 12, Republic Act No. 3844, as amended, and with the relevant policies and procedures laid down by the Land Bank Board of Directors.” Certainly, this is contrary to the certification (reproduced above) prescribed by Land Bank Circular Letter No. 3, dated February 25, 1980. Moreover, the challenged certification does not set aside the specific compensation for the redemption of the landholding. Hence, the Mallari spouses are not assured of the corresponding amount and its payment by Arcega, et al.

Indeed, under the terms of the assailed certification, there is no assurance or undertaking at all from the Land Bank that it will finance the redemption.

Equally compelling in our consideration of this case is the letter from the Land Bank dated October 16, 1989 (Exhibit “35”) presented by spouses Mallari to the trial court which categorically states that the challenged certification cannot be enforced against the Land Bank for being in violation of LBP Circular Letter No. 3 on availability of funds and endorsement of the Minister (now Secretary) of Agrarian Reform.

Considering that the disputed Land Bank certification is void, it follows that Ignacio Arcega, et al. have failed to tender payment of the redemption price or its due consignment in court. Such tender or consignment is an indispensable requirement to the proper exercise of the right of redemption by the agricultural-lessees.[16]

Absent the requisite tender and consignment of the redemption price, we hold that under R.A. No. 3844, as amended, Ignacio Arcega, et al. cannot redeem the subject landholdings.

The right of redemption under R.A. No. 3844, as amended, is an essential mandate of the agrarian reform legislation to implement the State’s policy of owner-cultivatorship and to achieve a dignified, self-reliant existence for small farmers.[17] Unfortunately, such laudable policy could not be effected in favor of Ignacio Arcega, et al. since they failed to tender or consign payment of the redemption price. Thus, spouses Mallari should be allowed to continue enjoying their right over the subject property as purchasers thereof, for the State’s commendable agrarian reform policy is never intended to unduly transgress the rights of innocent purchasers of land.

WHEREFORE, the instant motion for reconsideration filed by spouses Mallari is GRANTED and our assailed Decision dated March 20, 2002 in these consolidated cases is RECONSIDERED and SET ASIDE. The “Certification To Finance Redemption Of Estate Under R.A. No. 3844, As Amended,” dated January 15, 1982 issued by the Land Bank of the Philippines is declared VOID, being in violation of Section 12, R.A. 3844, as amended, and Land Bank Circular Letter No. 3 dated February 25, 1980. The Decision of the Regional Trial Court, Branch 46, San Fernando, Pampanga (acting as an Agrarian Court) in Agrarian Case No. 1908 dismissing the petition for redemption filed by Ignacio Arcega, et al. is AFFIRMED.

SO ORDERED.

Puno, (Chairman), Vitug, Panganiban, and Carpio, JJ., concur.

[1] Dated March 20, 2002.

[2] See *Mallari vs. Court of Appeals*, No. L-61093, May 25, 1988, 161 SCRA 503, 505.

[3] The Agricultural Land Reform Code of 1963.

[4] The Code of Agrarian Reforms of the Philippines, which took effect on September 10, 1971.

[5] Entitled *Eligio P. Mallari & Marcelina I. Mallari vs. Court of Appeals, Ignacio Arcega et al.*, 161 SCRA 503 (1988).

[6] 161 SCRA 508.

[7] *Id.* at 510.

[8] Penned by Judge Norberto C. Ponce.

[9] Petition in G.R. No. 106615, Rollo at 136.

[10] *Id.* at 138-139.

[11] Id. at 139.

[12] Exhibit “35”, marked as Annex “2” of Annex “K”, Petition in G.R. No. 106615, Rollo at 83-85. See also Decision dated November 8, 1990 of the trial court in Agrarian Case No. 1908, Rollo at 103-143, 130, 139.

[13] 161 SCRA 510.

[14] Annexes “H” & “H-1”, Motion for Reconsideration, Rollo of G.R. No. 109452 at 197, 200.

[15] Rollo of G.R. No. 109452 at 187.

[16] Quiño vs. Court of Appeals, 353 Phil. 449 (1998).

[17] Hidalgo vs. Hidalgo, G.R. No. L-25326, May 29, 1970, 144 PHIL. 312.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.