

VICENTE PAZ, ETC., ET AL., PETITIONERS VS. COURT OF AGRARIAN RELATIONS, ET AL., RESPONDENTS.

G.R. No. 12570. April 28, 1962

Ponente: BAUTISTA ANGELO, J.

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BAUTISTA ANGELO, J.:

The owners of a 6-hectare land, which forms part of Hacienda Florentino located in Buguey, Cagayan, filed a petition before the Court of Agrarian Relations praying that they be allowed to separate from their landholdings the tenants named therein for having failed to deliver to them their share of the palay crop corresponding to the agricultural years 1952-1953 and 1953-1954. After trial on the merits, the court rendered decision granting the authority requested. The tenants named therein did not appeal, and so the decision became final and executory. However, the court stated in the decision that the dispossession of the tenants should be made subject to the provisions of Section 22 of Republic Act No. 1199, and to carry out this directive, an appraisal committee was created composed of the provincial treasurer, the provincial commander of the constabulary, and one Luis Florentino, charged with the duty to appraise "the value of the improvements, expenses for clearing the land, seedlings, planting and cultivation, and damages suffered by respondents."

Acting on this instruction, the committee conducted an ocular inspection of the 6-hectare landholding of the tenants and thereafter submitted its report to the court. On June 3, 1957, the court, presided over by Judge Pastor L. de Guzman, issued a resolution adopting integrally the report and awarded to the tenants an indemnity in the total sum of P5,510.35 which the landowners must pay before effecting the ejectment of said tenants. Dissatisfied with this resolution, the landowners interposed the present petition for review.

Petitioners pose the following issues in refutation of the resolution of the trial court: (1) Did the court a quo act legally when it ordered the landowners to indemnify the tenants for the full value of the rice crop existing on the land as well as for the full value of the fruit trees planted thereon and their respective produce?; (2) Did it act legally when it awarded the tenants an indemnity for the value of their house and granary built on their landholdings? and (3) Is the order of the court a quo awarding the tenants an indemnity of P1,200.00 for clearing fruit land and the amount of P540.00 for clearing talahib land supported by the facts and the law?

It should be stated at the outset that the decision of the agrarian court authorizing the landowners to terminate their relation with their tenants merely contains the condition that the same shall be subject to the pertinent provisions of Section 22 of Republic Act No. 1199. These provisions are contained in paragraphs 3 and 4 of said section which provide:

"(3) The tenant's dwelling shall not, without his consent, be removed from the lot assigned' to him by the landholder, unless there is a severance of the tenancy relationship between them as provided under Section nine, or unless the tenant is ejected for cause, and only after the expiration of forty-five days following such severance of relationship or dismissal for cause.

"If the tenant is dismissed without just cause and he is constrained to work elsewhere, he may choose either to

remove his dwelling at the landholder's cost or demand the value of the same from the landholder at the time of the unjust dismissal.

"(4) The tenant shall have the right to be indemnified for his labor and expenses in the cultivation, planting, or harvesting and other incidental expenses for the improvement of the crop raised in case he is dispossessed of his holdings, whether such dismissal is for a just cause or not provided the crop still exists at the time of the dispossession."

How did the appraisal committee carry out the instruction of the court a quo relative to the implementation of the pertinent portion of its decision? It proceeded to determine not only the reasonable value of the dwelling of the tenants and of the value of their labor, expenses in the cultivation, planting, or harvesting and other incidental expenses for the improvement of the crop standing thereon at the time of their dispossession, as prescribed in Section 22, but also the value of the fruit trees existing on the land and their respective produce for the agricultural year 1956-1957, as well as the expenses for clearing the land, whether it is fruit land or talahib land, which are not contemplated in the aforesaid section. Thus, the following is a resume of the appraisal made by the committee:

"(1)

For fruit trees

P1,008.15

(2)

For expected produce this 1956-1957

522.20

(3)

For clearing fruit land

1,200.00

(4)

For clearing 'talahib' land

540.00

(5)

For rice crop 1956-1957

280.00

(6)

For the house of Braulio Villegas

280.00

(7)

For the. house of Manuel Villegas

180.00

(8)

For the house of Aniceto Villegas

500.00

(9)

For the house of Catalino Villegas

670.00

(10)

For the house of Braulio Villegas

180.00

(11)

For granary

150.00

GRAND TOTAL

P5,510.35"

Petitioners contend that this is unfair not only because it is not within the purview of the law but because it is tantamount to giving the tenants an indemnity which is much more than the value of the land. There is merit in this contention. It is obvious that the tenants cannot be given more than what it is awarded to them in the decision

of the Court of Agrarian Relations and the only thing that was provided for therein is that the ejectment should be subject to the provisions of Section 22 of Republic Act No. 1199. These provisions are (a) that the tenant's dwelling cannot be removed from his landholding without his consent unless there is a severance of the tenancy relationship between them as provided for by law, or unless the tenant is entitled to be indemnified, and (b) that the tenant should be indemnified for his labor and expenses in the cultivation, planting, or harvesting and other incidental expenses for the improvement of the crop raised, provided the crop still exists at the time of his dispossession. Said section does not provide for indemnity for the value of permanent improvements existing on the land, other than the tenant's dwelling, nor for the expenses in clearing the same upon taking possession thereof originally by the tenant, as was done by the appraisal committee. Such being the case, any award that may be made with regard to the value of said permanent improvements, or the expenses for the clearing of the land, whether fruit land or talahib land, is improper and unauthorized, and so the court a quo erred in including in the award an indemnity for the items abovementioned.

The provision relative to the dwelling of a tenant has also been misconceived by the court a quo. It has apparently the impression that in case of severance of the tenancy relationship, whether for cause or otherwise, the tenant is entitled to indemnity. Such impression is incorrect, for Section 22, paragraph 3, provides that only when the tenant is ejected without cause is he entitled to indemnity for his dwelling, and not otherwise. In the present case, the tenants were ejected for cause, and so they are not entitled to indemnity.

Summarizing, we find that the tenants are only entitled to indemnity for their labor and expenses in the cultivation, planting; or harvesting of the crop raised on the land at the time of their dispossession which, according to the appraisal committee, amounts to P280.00.

Wherefore, the resolution appealed from is hereby modified in the sense that respondents-tenants are only entitled to an indemnity of P280.00 being the value of the crop existing at the time of their dispossession. In all other respects, the resolution is reversed. The right of the tenants to sue for indemnity for permanent improvements is reserved. No costs.

Bengzon, C. J., Padilla, Concepcion, Reyes, J. B. L., Paredes, and Dizon, JJ., concur.

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