

POLICARPIO NISNISAN AND ERLINDA NISNISAN, PETITIONERS, VS. COURT OF APPEALS, PACITA MANCERA, WENCESLAO MANCERA AND SILVESTRE POLANCOS, RESPONDENTS.*G.R. No. 126425. August 12, 1998*

Ponente: MARTINEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-126425/>**MARTINEZ, J.:**

This petition for review on certiorari filed under Rule 45 of the Revised Rules of Court assails the decision[1] of the Court of Appeals in CA-G.R. CV No. 39416 affirming en toto the decision[2] of the Regional Trial Court (Branch 21) of Bansalan, Davao del Sur, in Civil Case No. XXI-5 (86), which dismissed petitioners' complaint for reinstatement of tenancy holding filed against private respondents spouses Pacita Mancera and Wenceslao Mancera.

The facts as culled from the record are as follows:

Spouses Gavino and Florencia Nisnisan are the owners of a parcel of land denominated as Lot No. 2510, Cad 275 located at Dolo, Bansalan, Davao del Sur, with an area of 4.9774 hectares, covered by Original Certificate of Title No. (P-11676)-2151. Petitioner Policarpio Nisnisan, son of Gavino Nisnisan, has been cultivating one hectare of the aforesaid land since 1961.

On April 1, 1976, Gavino Nisnisan and petitioner Policarpio Nisnisan entered into a leasehold tenancy contract[3] which stipulates a sharing arrangement of 1/3:2/3 of the harvest, the bigger share being given to the latter.

On December 28, 1978, Gavino Nisnisan sold two hectares of their land, including the land tenanted by petitioners-spouses Policarpio and Erlinda Nisnisan, to private respondents-spouses Wenceslao Mancera and Pacita H. Mancera.

As a result of the sale, petitioners-spouses were ousted from their landholding. Hence, on November 24, 1982, petitioners-spouses instituted an action[4] for reinstatement of tenancy holding against private respondent spouses Wenceslao and Pacita Mancera before the Court of Agrarian Relations (CAR) in Davao City. The case was later transferred to the Regional Trial Court when the CAR was abolished. The said complaint was dismissed without prejudice on December 16, 1985.

Sometime in 1983, Gavino Nisnisan demanded from the Mancera spouses to repurchase the said land but the latter refused. Hence, on November 3, 1986, spouses Gavino and Florencia Nisnisan, together with the petitioners-spouses Policarpio and Erlinda Nisnisan, filed a complaint with the Regional Trial Court for: (a) repurchase of the subject land under the Public Land Act, (b) declaration of nullity of the instrument of sale and Transfer Certificate of Title No. T-15954, (c) reinstatement of tenancy holding and (d) damages.[5] The complaint alleged among others,

"X X X X X X X X X X"

FOURTH CAUSE OF ACTION

"1. Plaintiffs herein are agricultural tenants-lessees under the Provisions of PD No. 27 on a portion of one (1) hectare of that parcel of land sold by plaintiffs to the defendants by virtue of the conveyance dated March 31, 1982; said tenanted portion is devoted and cultivated by tenants plaintiffs to lowland rice culture as shown by an accomplished OTAC FORM No. 56-B with the land owner prior to the aforementioned sale;

2. That, despite the verbal agreement between defendants vendee and plaintiffs tenants for plaintiffs herein to continue and cultivate their tenancy holdings in pursuant to PD No. 27 availing security of tenancy tenure on any land sold if devoted to rice and corn culture, defendants ejected the plaintiffs without court order, and therefore plaintiffs were deprived of their only livelihood;

3. That, in disregard of and to subvert PD No. 27, defendants induced plaintiff Policarpio Nisnisan to sign a prepared affidavit which he did not know nor understood the correct import purporting that he has surrendered his tenancy holdings; that the execution of said affidavit was without the knowledge, consent, and participation of his tenant spouse, Erlinda Nisnisan;

4. That, despite that plaintiffs and defendants agreed that in case of sale or transfer of ownership of the tenanted portion the security of tenure of the plaintiffs follows the land as established under PD. No. 27, but that after the sale, the defendants persisted in ejecting the plaintiffs from said tenancy holdings; that despite plaintiffs availing of the provisions of PD No. 1508, no settlement and/or conciliation was reached in the Office of the Lupon Tagapayapa, as a result in case No. 70 a certification to file action has been issued;

5. That, plaintiffs have been deprived of their income from said land holdings as tenant thereof under PD No. 27; defendants therefore are liable for damages: "

Traversing the allegation in the complaint with regard to the prayer for reinstatement of tenancy holding of petitioners Nisnisan spouses, which is the sole subject matter in this petition, the private respondents Mancera spouses countered that the Nisnisan spouses have no cause of action, the latter having voluntarily surrendered their landholding.[6]

On June 25, 1992, the trial court rendered a decision dismissing the complaint ruling that the petitioners-spouses' allegation of tenancy is repudiated by the affidavit executed by Gavino Nisnisan to the effect that the subject land is not tenanted. The trial court ratiocinated in this wise:

"As to the claim of reinstatement by Policarpio Nisnisan, it appears from the affidavit (Exhibit X for the Court) of Gavino Nisnisan which was executed and filed with the Office of the Register of Deeds of Davao del Sur, and recorded as Entry No. 117718, per memorandum of encumbrances of Original Certificate of Title No. (P-11676)-2151 (Exhibit A/5-C) that the said land is not tenanted. This claim therefore by no less than plaintiff Gavino Nisnisan, has totally shattered the claim of tenancy of Policarpio Nisnisan. A fortiori therefore the claim for reinstatement has to fail."[7]

The above-quoted ruling of the trial court was affirmed by the respondent Court of Appeals in its Decision dated November 20, 1995 which substantially adopted the trial court's findings, thus:

"The Memorandum of Encumbrances of appellant Gavino's OCT No. (P-11676)-2151 (Exhibits A to A-3) contain two entries of affidavit of non-tenancy. The first is Entry No. 72086 for Affidavit of Non-Tenancy under Justice Circular No. 31. The second Entry No. 117718 for Affidavit of Non-Tenancy executed by Gavino Nisnisan, vendor. Also appellants-spouses Gavino and Florencia Nisnisan executed a Joint Affidavit dated January 28, 1985 wherein they averred the following:

"9. That it is not true that our son and his wife were our tenants in the said land as they did not give any share to us nor did we ask for it and any semblance of tenancy they did have was only a ploy that did enable them to

borrow under the Masagana 99 programs of the government which they did ultimately failed to pay but which we paid as parents if only to save our son from being prosecuted and jailed for estafa."[8]

Aggrieved by the Court of Appeals' decision, petitioners-spouses now come to this Court on the sole issue of: "Whether or not petitioners Spouses Policarpio and Erlinda Nisnisan voluntarily surrendered their tenancy holding."

We find merit in the petition.

The finding of the Court of Appeals that the petitioners-spouses are not tenants of the subject land holding is erroneous. While there are annotations in Gavino Nisnisan's certificate of title (Entry No. 72086 for Affidavit of Non-Tenancy under Justice Circular No. 31 and Entry No. 117718 for Affidavit of Non-Tenancy executed by Gavino Nisnisan) that the subject land is not tenanted, said annotations are not conclusive proof of the real relationship between Gavino Nisnisan and petitioner Policarpio Nisnisan and are not binding upon the court. As we have ruled in *Cuaño vs. Court of Appeals*,[9]

"We believe and so hold that such annotation cannot be regarded as conclusive upon the courts of justice as to the legal nature and incidents of the relationship between the landowner(s) in this case and private respondents. Firstly, the annotation serves basically as notice to all persons of the existence of the Certification issued by Mr. Eugenio Bernardo, but neither adds to the validity or correctness of that certification nor converts a defective and invalid instrument into a valid one as between the parties. Secondly, the certification issued by Mr. Eugenio Bernardo of the MAR (Ministry of Agrarian Reform) is very much like the certifications issued by the Secretary of Agrarian Reform and other officials of the Ministry and later the Department of Agrarian Reform concerning the existence of tenancy relationships in respect of agricultural lands from which persons, who claim to be tenants, are sought to be ejected. It is well-settled that the findings of or certifications issued by the Secretary of Agrarian Reform, or his authorized representative, in a given locality concerning the presence or absence of a tenancy relationship between the contending parties are merely preliminary or provisional and not binding upon the courts." (Underscoring Ours)

Moreover, petitioners-spouses have sufficiently shown that they are the tenants of the spouses Gavino and Florencia Nisnisan as evidenced by a document entitled "Panagsabutan Sa Abang Sa Yuta" (Exhibit "D"), executed by Gavino Nisnisan and Policarpio Nisnisan on April 1, 1976, acknowledged before the Municipal Trial Court Judge Mariano C. Tupas of Bansalan, Davao del Sur, and registered before the Municipal Treasurer's Office, portions of which read:

"x x x x x x x x x x x

"2 Nga ang yuta nga giasoy sa itaas pagatamnan sa NAGA-ABANG SA YUTA ug humay x x x sa panahon sa ting-ulan ug humay x x x sa panahon sa ting-init sulod sa termino niining kasabutan, ubos sa mga kondisyones nga mao;

x x x x x x x x x x x

"4. Nga ang naasoy nga yuta pagaabangan ug x x x 15 ka bakid nga x x x humay sa tag 50 kilos kada bakid para sa panuig, ug 15 ka bakid nga x x x humay sa tag 50 kilos kada bakid para sa pangulilang x x x;

"5. Nga ang abang para sa tuig tingtanum adto ibayad sa NAGAPAABANG o sa iyang piniyalan sa sulod sa 3 ka adlaw sukad sa petsa sa ting-ani x x x ihatud sa balay sa nagpa-abang o kon kagastuhan sa NAGAPAABANG SA YUTA, mahimo iyang kuha-on ang abang sa petsa sa tinggiok x x x .

"6. Nga kon panaglitan, ang maong tanum madaut nga balor ug 75% tungod sa mga hinungdan nga dili tinuyo (fortuituos event or force majeure) ang NAGA-ABANG SA YUTA DILI mapugos sa pagbayad sa gikasabutan

abang alang nianang tuiga, apan kinahangalan pagbayaran niya kanang maong abang pinaagi sa data-data sa sukad sa 50% (kuarta o humay sa kada ting-ani mag sugod sa sunod nga ting tanum hangtud nga maimpas ang bayranan;

x x x x x x x x x x "

The above-quoted document evidences the leasehold tenancy relationship between Gavino Nisnisan and petitioner Policarpio Nisnisan. It clearly shows that the subject land is agricultural; that petitioner Policarpio Nisnisan is obligated to cultivate the same by planting rice thereon; and, that there is sharing of the harvests between the said parties. It is clear that essential elements of tenancy relationship[10] are present in this case, namely:

1. the parties are the landowner and the tenant
2. the subject matter is agricultural land
3. there is consent
4. the purpose is agricultural production
5. there is personal cultivation by the tenants
6. there is sharing of harvests between parties

Significantly, this documentary evidence of leasehold tenancy relationship was never rebutted by the private respondents-spouses. Furthermore, this leasehold tenancy contract cannot be defeated by the aforementioned affidavit of non-tenancy executed by Gavino Nisnisan, which is obviously self-serving.

Private respondents likewise impliedly admitted in their answer to the complaint that petitioners-spouses are tenants when they alleged that petitioners-spouses have voluntarily surrendered the subject landholding.[11] This brings us to the issue of whether or not petitioners-spouses have indeed voluntarily surrendered the subject landholding. Upon perusal of the record of the case, we find private respondents' contention baseless. Other than their bare allegations, private respondents failed to present any evidence to show that petitioners-spouses surrendered their landholding voluntarily after the private respondents purchased the subject property. Moreover, the filing of the complaint for reinstatement of leasehold tenancy by petitioners-spouses against private respondents before the CAR militates against the private respondents' claim that petitioners-spouses voluntarily surrendered their landholding to them.

Under Section 8 of Republic Act No. 3844,[12] voluntary surrender, as a mode of extinguishing agricultural leasehold tenancy relations, must be convincingly and sufficiently proved by competent evidence. The tenant's intention to surrender the landholding cannot be presumed, much less determined by mere implication.[13]

Based on the foregoing disquisition, it is clear that petitioners-spouses are agricultural lessees and are therefore entitled to security of tenure as mandated by Section 10 of Republic Act 3844:

"Section 10. Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc.- The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholdings, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor. (Underscoring Ours)

Thus, the agricultural leasehold relation cannot be extinguished by the mere expiration of the term or period in an agricultural leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. He can only be ejected for cause[14], which, however, is absent in the case at bar.

WHEREFORE, the Decision of the Court of Appeals dated November 20, 1995 is hereby MODIFIED in that, petitioners-spouses Policarpio and Erlinda Nisnisan are declared tenants and AFFIRMED in all other respects.

SO ORDERED.

Regalado (Chairman), Melo, Puno, and Mendoza, JJ., concur

[1] CA Decision penned by Justice Ruben T. Reyes and concurred in by Justice Arturo B. Buena and Justice Consuelo Ynarez-Santiago; Rollo, pp. 66-82.

[2] RTC Decision ; Rollo, pp. 61-65.

[3] The contract is entitled "Panagsabutan Sa Abang Sa Yuta;" Rollo, p. 53..

[4] Rollo, pp. 54-57.

[5] Complaint, *ibid.*, pp. 24-34.

[6] Answer, *ibid.*, pp. 35-39.

[7] See RTC Decision, *ibid.*, p. 64.

[8] See CA Decision, Rollo, pp. 80-81.

[9] 237 SCRA 125 [1994]; Puertollano vs. Hon. Intermediate Appellate Court, 156 SCRA 188 [1987].

[10] Isidro vs. Court of Appeals, 228 SCRA 503 [1993].

[11] See paragraph 15 , Answer; Rollo, p. 36

[12] Sec.8- Extinguishment of agricultural leasehold relation.- The agricultural leasehold relation established under this Code shall be extinguished by:

(1) Abandonment of the landholding without the knowledge of the agricultural lessor;

(2) Voluntary surrender of the landholding by the agricultural lessee, written notice of which shall be served three months in advance; or

(3) Absence of the persons under Section nine to succeed to the lessee, in the event of death or permanent incapacity of the lessee.

[13] Talavera vs. Court of Appeals, 182 SCRA 782 [1990].

[14] De Jesus vs, Intermediate Appellate Court, 175 SCRA 558 [1089].

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.