

**FLORENTINO JOYA, JUAN TAHIMIC, AND DOMINGO JOYA,
PETITIONERS, VS. PEDRO PAREJA, RESPONDENT.***G.R. No. 13258. November 28, 1959*

Ponente: BARRERA, J.

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Florentino Joya is the owner of a parcel of land with an area of 11 hectares (lot No. 1171), situated in Sanja Mayor, Tanza, Cavite, which had been under lease to one Maximina Bondad for 16 years. For the duration of said period, the land was tenanted and worked on for the lessee by Pedro Pareja.

In April, 1954, upon termination of the lease agreement, the property was returned to the landowner, with the lessee recommending that the same be leased to Pareja. The said tenant and the landowner, however, failed to agree on the terms under which the former could work on the land, specifically on the matter of rental, as Joya demanded 120 cavanos as annual rental therefor. Notwithstanding such lack of understanding between them, Pareja continued on his cultivation of the property.

On May 24, 1954, the tenant filed with the Court of Industrial Relations (before the creation of the Court of Agrarian Relations) Tenancy Case "No. 5281-R against Florentino Joya for the purpose of securing a reduction of the rental allegedly being imposed upon him by the respondent. The landowner resisted the complaint disclaiming that Pareja had ever been his tenant.

Two days thereafter or on May 26, Florentino Joya leased the land to Domingo Joya at an annual rent of 120 cavanos. As the aforesaid lessee found Pareja already working on the land, the former agreed to allow him (Pareja) to continue with his cultivation on condition that they would equally share its produce after deducting the rental for the land. In view of this development, Pareja moved for the dismissal of his complaint against the landowner, then pending in the Court of Industrial Relations, on the ground that the parties therein had already reached an agreement on the matter in controversy.

One year later, or on April 10, 1955, Florentino Joya renewed the lease in favor of Domingo Joya but included as co-lessee one Juan Tahimic. The rent was reduced to 105 cavanos a year. Pareja, with whom Domingo had worked during the previous year, refused to surrender the land to Tahimic. Thereupon, Florentino filed with the Justice of the Peace Court of Tanza, Cavite, a complaint for usurpation against Pareja who, consequently, was arrested and stayed in jail for a week. When finally released on bail, Pareja filed a counter-charge with the Office of the Provincial Fiscal, against Florentino Joya, Juan Tahimic, and Domingo Joya, for alleged violation of Republic Act 1199.

However, threatened to be imprisoned again or fined in the usurpation case if he did not desist and surrender the land, he withdrew his complaint manifesting that he was surrendering the property to its owner but "leaving to the Court of Industrial Relations or Agrarian Court the determination of whatever right he may have in the said land." Thereafter, at the instance of Florentino Joya, the criminal case for usurpation was also dismissed.

On January 31, 1956, Pareja filed in the Court of Agrarian Relations a complaint against Florentino Joya and Juan Tahimic for alleged violation of Republic Act 1199 (Tenancy Case No. CAR-6, Cavite), consisting of his allegedly unlawful ejectment from the land he was working on for 16 years and the appointment by Florentino Joya of his co-defendant Juan Tahimic as tenant in his (Pareja's) stead; of the landowner's filing a criminal action when he refused to vacate the property and making it a condition for its dismissal his (Pareja's) surrender of the same. And contending that he unwillingly vacated the land for fear of being again indicted in court, Pareja prayed for his reinstatement to the landholding; payment to him of his share of the crops for the agricultural year 1955-56 which he failed to receive; for damages and attorney's fees. In their answer with counterclaim, defendants Florentino and Juan denied the existence of tenancy relationship between plaintiff and defendant Florentino; and claimed that the complaint stated no cause of action and that the case had already been passed upon by competent authorities (apparently referring to the dismissal by the Court of Industrial Relations and the Provincial Fiscal's Office of the previous complaints of Pareja against the same defendants). Domingo Joya also filed an answer in intervention praying for the recognition of his and Tahimic's superior right to work on and cultivate the land.

After due hearing, the Court rendered judgment holding that upon termination of the civil lease in favor of Maximina Bondad, Pedro Pareja, the lessee's tenant, automatically became the tenant of the landowner, pursuant to Section 26—4 of Act 4054; that said tenant, on the other hand, in agreeing to share equally with Domingo Joya the produce of the land for the agricultural year 1954-55 in effect waived his right over an undetermined $\frac{1}{2}$ of the landholding; that the subsequent contract of lease entered into between the landowner and Domingo Joya and Juan Tahimic as lessees could not prejudice the right of Pareja to work on the same land and, accordingly, was declared valid only insofar as that portion given up by the latter in favor of Domingo Joya was concerned. Consequently, Pedro Pareja was ordered reinstated to $\frac{1}{2}$ of the 11 hectare landholding, while Domingo Joya and Juan Tahimic were recognized as joint tenants over the other half. As the rental for the lease of the land was fixed at 53.75 cavanos per agricultural year after taking into consideration its nature and productivity, the court also directed Florentino Joya to return to plaintiff Pareja and intervenor Domingo Joya 21.25 cavanos of palay or their value, which were overpaid to him (the landowner) for the agricultural year 1954-55; and to Domingo Joya and Juan Tahimic 55 cavanos or their corresponding value which were overpaid to him for the years 1955-56 and 1956-57. The court, however, finding that plaintiff's failure to continue on the cultivation of the land and its return to the owner could not be imputed to the latter, exonerated Florentino Joya from the charge of violation of Republic Act 1199. Not satisfied with this decision, therein defendants and intervenor filed this petition for review.

Admittedly, the respondent-tenant cultivated the land for the lessee for 16 years or for the entire duration of the lease agreement. There is no controversy either that tenancy relationship existed between Maximina Bondad, the lessee, and Pareja, the tenant.

The question now interposed in this petition is whether the tenant of a lessee retains the right to work on the land despite the termination of the lease, or said in other words, whether his being a tenant of the lessee makes him, upon the expiration of the contract, a tenant of the lessor. The question thus presented must be answered in the affirmative, not so much because of Act 4054 relied upon by the Agrarian Court, but pursuant to Section 9 of Republic Act 1199, as amended by Section 3 of Republic Act 2263, which reads in part:

"SEC. 9. Severance of Relations.—The tenancy relationship is extinguished by the voluntary surrender or abandonment of the land by, or the death or incapacity of, the tenant:

* * * * *

The expiration of the period of the contract as fixed by the parties, or the sale, alienation or transfer of legal

possession of the land does not of itself 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." (Italics supplied.)

It is clear from the foregoing that tenancy relationship is not extinguished by (1) the expiration of the contract (of tenancy); (2) sale; (3) alienation; or (4) transfer of legal possession of the land.

In a contract of lease, the lessee, for the duration of the contract, acquires legal possession and control of the property subject of the agreement.[1] The return by the lessee of the property to the lessor, upon expiration of the lease contract, naturally involves again a transfer of possession from one lawful holder to another. But it may be asked, is this transfer of possession included in or comprehended by the aforementioned Section 9 of Republic Act 1199, as amended?

Prior to the enactment of Republic Act 2263, amending Republic Act 1199, our tenancy legislations, while providing for the tenant's right in cases of sale or alienation of the property, is silent where there is only a transfer of legal possession of the land. With the amendment of the Agricultural Tenancy Act (Rep. Act 1199) on June 19, 1959, the tenure of the tenant in the land he is cultivating was secured even in cases of transfer of legal possession. Petitioner-landowner, however, claims that to hold that the lessee's tenant, with whom he had no dealing whatsoever, automatically becomes his tenant upon the return of the property to him would constitute a restraint on his right to enter into contract and deprive him of his liberty (to contract) and property without due process of law.

This same contention was raised during the deliberations of the then Senate Bill No. 119, but Congress, decided to implement its policy and objective in adopting the Agricultural Tenancy Law and passed the bill in its present form. The following is quoted from the Congressional Record:

"SENATOR PRIMICIAS. On the severance of relationship of tenant and landowner, it seems that there is an intention on the part of Your Honor to amend Section 9 of the Act so as to include the transfer of legal possession of land in one or two cases which do not extinguish the relationship ***.

"SENATOR PELAEZ. I would say that this afternoon, in the Committee on Revision of Laws, we were considering amendments to the effect that the present tenants must have the priority right, and I think we should give priority to those tenants who are there and that any transfer of lands should not affect them the least.

"SENATOR PRIMICIAS. * * *. Does Your Honor think that the landowner is not entitled to transfer the lease to another person even if the price offered is better?

"SENATOR PELAEZ. Under the present law, he cannot do it.

"SENATOR PRIMICIAS. Would that not constitute a deprivation of property without due process of law.

"SENATOR PELAEZ. It is deprivation of property without due process of law. It is in the present law. But we have to remember here social values and human values against material values. Precisely, the agricultural tenancy act remedied an existing evil because before the agricultural tenancy act provided for security of these poor tenants, they were pushed out of the land by the landlords. *** ." (Senate Congressional Record, Vol. I, No. 54, April 21, 1958, p. 905-906.)

It is our considered judgment, since the return by the lessee of the leased property to the lessor upon the expiration of the contract involves also a transfer of legal possession, and taking into account the manifest intent of the lawmaking body in amending the law, i.e., to provide the tenant with security of tenure in all cases of transfer of

legal possession, that the instant case falls within and is governed by the provisions of Section 9 of Republic Act 1199, as amended by Republic Act 2263.[2] The termination of the lease, therefore, did not divest the tenant of the right to remain and continue on his cultivation of the land. Furthermore, should any doubt exist as to the applicability of the aforementioned provision of law to the case at bar such doubt must be resolved in favor of the tenant.[3]

Petitioner landowner likewise assails the legality of the judgment of the court a quo prescribing the rental that must be paid by the tenants, it being claimed that such question was never raised in the pleadings filed in said court. This is not exactly the case, because it must be remembered that the main reason for the refusal of the landowner to let petitioner continue in the cultivation of the landholding in 1954 was precisely the question of the rental to be paid, the tenant claiming that the 120 cavanos being asked by the landowner was excessive. This, therefore, is a matter of dispute between the parties and the action taken by the Agrarian Court is sanctioned by Section 11 of Republic Act No. 1267 which provides:

SEC. 11. Character of Order or Decision.—In issuing an order or decision, the Court shall not be restricted to the specific relief claimed or demands made by the parties to the dispute, but may include in the order or decision any matter or determination which may be deemed necessary and expedient for the purpose of settling the dispute or of preventing further disputes, provided that said matter for determination has been established by competent evidence during the hearing.

Contrary to petitioners' contention that no proof was adduced during the trial to support the lower court's finding that the entire landholding has an average annual yield of 215 cavanos, we have the testimony of Florentino Joya himself that "the land normally produces more than 300 cavanos per year" (pp. 207 & 225, Records). There is also the statement of Pareja that in 1954-55, he harvested 133 cavanos, in spite of poor crop. (p. 45, Record.) Hence, we find no reason to disturb the finding of fact of the lower court.

Petitioners also allege that the tenant voluntarily surrendered the property to the landowner, as evidenced by an affidavit executed by Pareja on July 16, 1955 and subscribed before the Justice of the Peace of Tanza, Cavite, the translation of which reads:

"I, PEDRO PAREJA, of legal age, and residing in the municipality of Tanza, Cavite, under oath, state the following:

"That in accordance with what I have declared before the Provincial Fiscal of Cavite during the investigation (July 6, 1955), I will not interfere with or continue the cultivation in the land of Mr. Florentino Joya in Balite, Tanza, Cavite, Lot No. 1171, and which I am voluntarily returning to him, nevertheless I am leaving to the C.I.R. or Agrarian Court the determination of whatever right I may have in said land.

"IN WITNESS WHEREOF, I hereby sign this document, in the Municipal building of Tanza, Cavite, this 16th day of July, 1955.

(Sgd.) PEDRO PAREJA"

This statement notwithstanding, the lower court found that "petitioner's fear—after his incarceration was ordered by the Justice of the Peace—was such that his freedom of choice was impaired, or at least restricted. Under such circumstances, he was not acting voluntarily."

This conclusion is fully supported by the record of the case. The explanation of the tenant is sufficiently borne out by the circumstances attending the execution of the document. At the time he made the statement both in the office of the Provincial Fiscal and the Justice of the Peace of Tanza (who ordered his previous arrest), petitioner Florentino Joya was in attendance. The criminal action filed by Florentino against him was then pending in the

justice of the peace court. The fact that immediately after the execution of the affidavit the landowner moved for the dismissal of the aforementioned criminal case corroborates Pareja's testimony that he had to do as he did out of fear of further harassment.

Significantly too, it may be observed from a reading of the document that the affiant did not turn over the property to the owner unconditionally. On the contrary, he made a reservation of his right to secure from the proper court a judicial declaration of whatever interest he may have in the land. This indeed contradicts the supposed "voluntariness" of the tenant's act in giving up the land.

With respect to the charge that a portion of the land was utilized by the tenant as a "tilapia" fish pond we agree with the lower court that there is no evidence that it resulted in Material injury to the land (Sec. 51, Rep. Act 1199). The uncontradicted testimony is that the fishpond was made on requirement of the Bureau of Agricultural Extension that every farmer in the vicinity should have a small fishpond, and that this particular fishpond was on the portion ("balot") not used for planting rice (pp. 81-82, Record.)

Wherefore, finding no reason to review the decision appealed from, the same is hereby affirmed, with costs against petitioner Florentino Joya. So ordered.

Paras C. J., Bengzon, Padilla, Montemayor, Bautista Angelo, Labrador, Endencia, and Gutierrez David JJ., concur.

[1] Tolentino vs. Gonzales Sy Chian, 50 Phil.,

[2] See Section 22, Republic Act 2263, which provides: "Sec. 22. The provisions of this Act shall be applicable to all cases pending in any court at the time of the approval of this Act."

[3] Section 56, Republic Act 1199, as amended.

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