

GAVINO CORPUZ, PETITIONER, VS. SPOUSES GERONIMO GROSPE AND HILARIA GROSPE, RESPONDENTS.*G.R. No. 135297. June 08, 2000*

Ponente: PANGANIBAN, J.

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The sale, transfer or conveyance of land reform rights are, as a rule, void in order to prevent a circumvention of agrarian reform laws. However, in the present case, the voluntary surrender or waiver of these rights in favor of the Samahang Nayon is valid because such action is deemed a legally permissible conveyance in favor of the government. After the surrender or waiver of said land reform rights, the Department of Agrarian Reform, which took control of the property, validly awarded it to private respondents.

The Case

Before the Court is a Petition for Review on Certiorari of the May 14, 1998 Decision[1] and the August 19, 1998 Resolution[2] in CA-GR SP No. 47176, in which the Court of Appeals (CA)[3] dismissed the petitioner's appeal and denied reconsideration respectively.

The decretal portion of the assailed Decision reads:[4]

"IN THE LIGHT OF ALL THE FOREGOING, the Petition is denied due course and is hereby dismissed. The Decision appealed from is AFFIRMED. With costs against the Petitioner."

The Facts

Petitioner Gavino Corpuz was a farmer-beneficiary under the Operation Land Transfer (OLT) Program of the Department of Agrarian Reform (DAR). Pursuant to Presidential Decree (PD) No. 27, he was issued a Certificate of Land Transfer (CLT) over two parcels of agricultural land (Lot Nos. 3017 and 012) with a total area of 3.3 hectares situated in Salungat, Sto. Domingo, Nueva Ecija. The lots were formerly owned by a certain Florentino Chioco and registered under Title No. 126638.

To pay for his wife's hospitalization, petitioner mortgaged the subject land on January 20, 1982, in favor of Virginia de Leon. When the contract period expired, he again mortgaged it to Respondent Hilaria Grospe, wife of Geronimo Grospe, for a period of four years (December 5, 1986 to December 5, 1990) to guarantee a loan of P32,500. The parties executed a contract denominated as "Kasunduan Sa Pagpapahiram Ng Lupang Sakahan,"[5] which allowed the respondents to use or cultivate the land during the duration of the mortgage.

Before the Department of Agrarian Reform Adjudication Board (DARAB) in Cabanatuan City (Region III), petitioner instituted against the respondents an action for recovery of possession.[6] In his Complaint, he alleged that they had entered the disputed land by force and intimidation on January 10 and 11, 1991, and destroyed the palay that he had planted on the land.

Respondents, in their Answer, claimed that the "Kasunduan" between them and petitioner allowed the former to take over the possession and cultivation of the property until the latter paid his loan. Instead of paying his loan,

petitioner allegedly executed on June 29, 1989, a "Waiver of Rights"[7]
over the landholding in favor of respondents in consideration of P54,394.

Petitioner denied waiving his rights and interest over the landholding and alleged that his and his children's signatures appearing on the Waiver were forgeries.

Provincial Agrarian Reform Adjudicator (PARAD) Ernesto P. Tabara ruled that petitioner abandoned and surrendered the landholding to the Samahang Nayon of Malaya, Sto. Domingo, Nueva Ecija, which had passed Resolution Nos. 16 and 27 recommending the reallocation of the said lots to the respondent spouses, who were the "most qualified farmer[s]-beneficiaries." [8]

The Department of Agrarian Reform Adjudication Board (DARAB), [9] in a Decision promulgated on October 8, 1997 in DARAB Case No. 1251, affirmed the provincial adjudicator's Decision. [10] Petitioner's Motion for Reconsideration was denied in the Resolution dated February 26, 1998. [11] As earlier stated, petitioner's appeal was denied by the Court of Appeals.

Ruling of the Court of Appeals

The appellate court ruled that petitioner had abandoned the landholding and forfeited his right as a beneficiary. It rejected his contention that all deeds relinquishing possession of the landholding by a beneficiary were unenforceable. Section 9 of Republic Act (RA) 1199 and Section 28 of RA 6389 allow a tenant to voluntarily sever his tenancy status by voluntary surrender. The waiver by petitioner of his rights and his conformity to the Samahang Nayon Resolutions reallocating the landholding to the respondents are immutable evidence of his abandonment and voluntary surrender of his rights as beneficiary under the land reform laws.

Furthermore, petitioner failed to prove with clear and convincing evidence the alleged forgery of his and his sons' signatures.

Hence, this recourse. [12]

Issues

Feeling aggrieved, the petitioner alleges in his Memorandum that the appellate court committed these reversible errors: [13]

"I

xxx [I]n relying on the findings of fact of the DARAB and PARAD as conclusive when the judgment is based on a misapprehension of facts and the inference taken is manifestly mistaken.

"II

xxx [I]n disregarding and/or ignoring the claim of petitioner that the alleged waiver documents are all forgeries.

"III

xxx [I]n ruling that petitioner had forfeited his right to become a beneficiary under PD No. 27.

"IV

xxx [I]n failing to rule on the legality and/or validity of the waiver/transfer action."

In short, the focal issues are: (1) Was the appellate court correct in finding that the signatures of petitioner and his sons on the Waiver were not forged? (2) Assuming arguendo that the signatures in the Waiver were genuine, was it null and void for being contrary to agrarian laws? (3) Did the petitioner abandon his rights as a beneficiary under PD 27? (4) Did he, by voluntary surrender, forfeit his right as a beneficiary?

The Court's Ruling

The Petition is devoid of merit.

First Issue: Factual Findings

Alleging that an information for estafa through falsification was filed against the respondents, petitioner insists that his signature on the Waiver was forged.

We are not persuaded. The filing of an information for estafa does not by itself prove that the respondents forged his signature. It only means that the public prosecutor found probable cause against the respondents, but such finding does not constitute binding evidence of forgery or fraud.[14] We agree with the well-reasoned CA ruling on this point:[15]

"xxx We are not swayed by Petitioner's incantations that his signature on the 'Waiver of Rights' is a forgery. In the first place, forgery is never presumed. The Petitioner is mandated to prove forgery with clear and convincing evidence. The Petitioner failed to do so. Indeed, the 'Waiver of Rights' executed by the Petitioner was even with the written conformity of his four (4) sons (at page 11, Rollo). The Petitioner himself signed the Resolution of the Board of Samahang Nayon of Malaya, Sto. Domingo, Nueva Ecija, surrendering his possession of the landholding to the Samahang Nayon, (idem, supra). Under Memorandum Circular No. 7, dated April 23, 1979 of the Secretary of Agrarian Reform, transactions involving transfer of rights of possession and or cultivation of agricultural lands are first investigated by a team leader of the DAR District who then submits the results of his investigation to the District Officer who, in turn, submits his report to the Regional Director who, then, acts on said report. In the present recourse, the requisite investigation was conducted and the report thereon was submitted to and approved by the Regional Director. Under Section 3(m), Rule 131 of the Rules of Evidence, public officers are presumed to have performed their duties regularly and in accordance with law."

As a rule, if the factual findings of the Court of Appeals coincide with those of the DARAB -- an administrative body which has acquired expertise on the matter - such findings are accorded respect and will not be disturbed on appeal.[16] The presence or the absence of forgery was an issue of fact that was convincingly settled by the agrarian and the appellate tribunals. Petitioner utterly failed to convince us that the appellate court had misapprehended the facts. Quite the contrary, its findings were well-supported by the evidence.

Second Issue: Validity of the "Waiver of Rights"

Petitioner insists that agreements purportedly relinquishing possession of landholdings are invalid for being violative of the agrarian reform laws.

Private respondents contend that petitioner was no longer entitled to recognition as a farmer-beneficiary because of the series of mortgages he had taken out over the land. They also cite his "Waiver of Rights" and abandonment of the farm.

We have already ruled that the sale or transfer of rights over a property covered by a Certificate of Land Transfer is void except when the alienation is made in favor of the government or through hereditary succession. This ruling is intended to prevent a reversion to the old feudal system in which the landowners reacquired vast tracts of land, thus negating the government's program of freeing the tenant from the bondage of the soil.[17] In *Torres v. Ventura*,[18] the Court clearly held:

"xxx As such [the farmer-beneficiary] gained the rights to possess, cultivate and enjoy the landholding for himself. Those rights over that particular property were granted by the government to him and to no other. To insure his continued possession and enjoyment of the property, he could not, under the law, make any valid form of transfer except to the government or by hereditary succession, to his successors.

"xxx [T]he then Ministry of Agrarian Reform issued the following Memorandum Circular [No. 7, Series of 1979, April 23, 1979]:

""Despite the above prohibition, however, there are reports that many farmer-beneficiaries of PD 27 have transferred the ownership, rights, and/or possession of their farms/homelots to other persons or have surrendered the same to their former landowners. All these transactions/surrenders are violative of PD 27 and therefore, null and void.""

Third Issue: Abandonment

Based on the invalidity of the Waiver, petitioner concludes that the PARAD, the DARAB and the CA erroneously ruled on the basis of the said document that he had abandoned or voluntarily surrendered his landholding. Denying that he abandoned the land, he contends that the transaction was a simple loan to enable him to pay the expenses incurred for his wife's hospitalization.

We agree. Abandonment[19] requires (a) a clear and absolute intention to renounce a right or claim or to desert a right or property; and (b) an external act by which that intention is expressed or carried into effect.[20] The intention to abandon implies a departure, with the avowed intent of never returning, resuming or claiming the right and the interest that have been abandoned.[21]

The CA ruled that abandonment required (a) the tenant's clear intention to sever the agricultural tenancy relationship; and (b) his failure to work on the landholding for no valid reason.[22] The CA also deemed the following as formidable evidence of his intent to sever the tenancy relationship: (a) the mortgage and (b) his express approval and conformity to the Samahang Nayon Resolution installing the private respondents as tenants/farmers-beneficiaries of the landholding. We disagree.

As earlier shown, the Waiver was void. Furthermore, the mortgage expired after four years. Thus, the private respondents were obligated to return possession of the landholding to the petitioner. At bottom, we see on the part of the petitioner no clear, absolute or irrevocable intent to abandon. His surrender of possession did not amount to an abandonment because there was an obligation on the part of private respondents to return possession upon full payment of the loan.

Fourth Issue: Voluntary Surrender

Contrary to the finding of the appellate court, the petitioner also denies that he voluntarily surrendered his landholding.

His contention is untenable. The nullity of the Waiver does not save the case for him because there is a clear showing that he voluntarily surrendered his landholding to the Samahang Nayon which, under the present circumstances, may qualify as a surrender or transfer, to the government, of his rights under the agrarian laws.

PD 27 provides that title to land acquired pursuant to the land reform program shall not be transferable except through hereditary succession or to the government, in accordance with the provisions of existing laws and regulations. Section 8 of RA 3844 also provides that "[t]he agricultural leasehold relation xxx shall be extinguished by: xxx (2) [v]oluntary surrender of the landholding by the agricultural lessee, xxx."

In this case, petitioner's intention to surrender the landholding was clear and unequivocal. He signed his concurrence to the Samahang Nayon Resolutions surrendering his possession of the landholding. The Samahan then recommended to the team leader of the DAR District that the private respondent be designated farmer-beneficiary of said landholding.

To repeat, the land was surrendered to the government, not transferred to another private person. It was the government, through the DAR, which awarded the landholding to the private respondents who were declared as qualified beneficiaries under the agrarian laws. Voluntary surrender, as a mode of extinguishment of tenancy relations, does not require court approval as long as it is convincingly and sufficiently proved by competent

evidence.[23]

Petitioner's voluntary surrender to the Samahang Nayon qualifies as a surrender or transfer to the government because such action forms part of the mechanism for the disposition and the reallocation of farmholdings of tenant-farmers who refuse to become beneficiaries of PD 27. Under Memorandum Circular No. 8-80 of the then Ministry of Agrarian Reform, the Samahan shall, upon notice from the agrarian reform team leader, recommend other tenant-farmers who shall be substituted to all rights and obligations of the abandoning or surrendering tenant-farmer. Besides, these cooperatives are established to provide a strong social and economic organization to ensure that the tenant-farmers will enjoy on a lasting basis the benefits of agrarian reform.

The cooperatives work in close coordination with DAR officers (regional directors, district officers, team leaders and field personnel) to attain the goals of agrarian reform (DAR Memorandum Circular No. 10, Series of 1977). The Department of Local Government (now the Department of Interior and Local Government) regulates them through the Bureau of Cooperative Development (Section 8, PD 175). They also have access to financial assistance through the Cooperative Development Fund, which is administered by a management committee composed of the representatives from the DILG, the Central Bank, the Philippine National Bank, the DAR and the DENR (Section 6, PD 175).

Petitioner insists that his act of allowing another to possess and cultivate his land did not amount to abandonment or voluntary surrender, as the rights of an OLT beneficiary are preserved even in case of transfer of legal possession over the subject property, as held in *Coconut Cooperative Marketing Association (Cocoma) v. Court of Appeals*.[24]

We disagree. Petitioner misconstrued the Cocoma ruling because what was prohibited was the perpetration of the tenancy or leasehold relationship between the landlord and the farmer-beneficiary. The case did not rule out abandonment or voluntary surrender by the agricultural tenant or lessee in favor of the government.

WHEREFORE, the Petition is hereby DENIED and the assailed Decision and Resolution AFFIRMED insofar as it dismissed petitioner's appeal. Costs against petitioner.

SO ORDERED.

Melo, (Chairman), Purisima, and Gonzaga-Reyes, JJ., concur.

Vitug, J., abroad on official business.

[1] Rollo, pp. 31-36.

[2] *Ibid.*, p. 37.

[3] Thirteenth Division composed of JJ Romeo J. Callejo Sr. (ponente); Angelina Sandoval Gutierrez (Division chairman) and Mariano M. Umali (member), both concurring.

[4] CA Decision, p. 6; rollo, p. 36.

[5] *Ibid.*, p. 78.

"KASUNDUAN SA PAGPAPAHIRAM NG LUPANG SAKAHAN

"PARA SA KALAALAMAN NANG LAHAT:

"Ako si GAVINO A. CORPUZ, may sapat na taong gulang, biyudo at sa kasalukuyan ay nakatira sa Malaya,

Sto. Domingo, Nueva Ecija ay tumanggap ng halagang P32,500.00 (Tatlumpu't dalawang libo at limang daang piso) perang Pilipino ngayong ika 5 ng Disyembre 1986 mula kay Gng. HELARIA F. GROSPE. Dahil sa pagkatanggap ko ng halagang nabanggit ay binibigyan ko si Gng. Helaria F. Grospe, may asawa at may bahay ni Ginoong GERONIMO R. GROSPE ng lubos na karapatan para sakahin ang aking lupa na nagtutukoy ng mga sumusunod:

Lot Number : Not available

Location : Salungat, Sto. Domingo, Nueva Ecija

Existing Title : Not available

Land Area : 22,000 sq. m.

"Na sa kasunduang ito ay may karapatan si Gng. Helaria F. Grospe na gamitin o sakahin ang aking lupa sa loob ng APAT NA TAON mula sa 5 Disyembre 1986 hanggang Disyembre 5, 1990 at ito ay mapapawalang bisa lamang ayon sa bagong kasunduan namin. Pagkatapos ng apat na taon ay ibabalik ko rin ang halagang P32,500.00 (Tatlumpu't dalawang libo at limang daang piso) na aking nahiram kay Gng. Helaria F. Grospe.

"Na sa kasunduang ito ay isasagawa ngayon sa (illegible) 1986 sa Sto. Domingo, Nueva Ecija.

(sgd.) GAVINO A. CORPUZ

(May-ari ng lupa) (sgd.)HELARIA F. GROSPE

(Nagpahiram ng salapi)

SA KAPAHINTULUTAN NG MGA ANAK:

(sgd.)ANACLETO CORPUZ

(sgd.)RAYMUNDO CORPUZ

(sgd.)JIMMY CORPUZ." SAKSI:

(signature illegible)

(sgd.)LOVELITO C. ORA

[6] The case was docketed as DARAB Case No. 1286-NE-91.

[7] Rollo, p. 79.

"WAIVER OF RIGHTS

"KAMI, mga nakalagda sa ibaba nito, pawang may mga sapat na gulang, Pilipino, at sa kasalukuyan ay pawang naninirahan sa Malaya, Sto. Domingo, Nueva Ecija, matapos makapanumpa nang naaayon sa batas ay nagsasalaysay ng mga sumusunod:

"Na, kami ang mga tagapagmana ng lupang sakahin na dati ay nakatala sa pangalan ng aming ina/ama/kapatid na si G/Gng. Gabino A. Corpuz na makikilala (na) Lote Blg. 3017 na may sukat na 2.2830 ektarya humigit kumulang na dating pag-aari ni Florentino Chioco na matatagpuan sa Malaya, Sto. Domingo, NE, na napapaloob sa Titulo Blg. 126638.

"Na, bilang tagapagmana ng lupang sakahin na nabanggit sa itaas aming inililipat ang lahat ng karapatan at pamomosisyon kay GERONIMO R. GROSPE.

"Na, ginawa namin ito upang maisaayos sa Department of Agrarian Reform (DAR) ang paglilipat ng mga karapatan sa nasabing Lote sa pangala(n) ni GERONIMO A. GROSPE.

"SA KATUNAYAN NG LAHAT NG ITO, kami ay lumagda sa kasulatang ito ngayong ika 02 ng Enero 1990, dito sa bayan ng Sto. Domingo, Nueva Ecija.

PANGALAN AT LAGDA SEDULA BLG. KINUHA SA NOONG

(Sgd.) Raymundo S. Corpuz 10152182 Sto. Domingo, N.E. 11/06/89

(Sgd.) Jimmy S. Corpuz 10152183 Sto. Domingo, N.E. 11/06/89

(Sgd.) Anacleto S. Corpuz 00976119 Sto. Domingo, N.E. 03/20/89

CONFORME:

(sgd.) GABINO A. CORPUZ

Sedula Blg.....---.....10113264

Kinuha sa.....---.....Sto. Domingo, N.E.

noong.....---.....June 22, 1989

x x x.....X x x X x x."

[8] Rollo, p. 41.

[9] The Board was composed of Secretary Ernesto D. Garilao, chairman; with Undersecretaries Hector D. Soliman and Artemio A. Adasa Jr.; Assistant Secretaries Lorenzo R. Reyes, Augusto P. Quijano, Sergio B. Serrano and Clifford C. Burkley, members.

[10] Rollo, p. 52.

[11] Ibid, p. 59.

[12] This case was deemed submitted for decision upon this Court's receipt of the Memorandum for the Petitioner on June 14, 1999. Respondents' Memorandum was received earlier, on May 28, 1999.

[13] The Petitioner's Memorandum was signed by Atty. Nicolas P. Lapeña Jr. and the Respondents' Memorandum, by Atty. Jaime P. Batalla.

[14] Villanueva v. United Coconut Planters Bank, GR No. 138291, March 7, 2000, p. 14.

[15] CA Decision, pp. 3-4; rollo, pp. 33-34.

[16] Coconut Cooperative Marketing Association, Inc. v. Court of Appeals, 164 SCRA 568, 581, August 19, 1988; Jacinto v. Court of Appeals, 87 SCRA 263, 269, December 14, 1978; and Domingo v. Court of Agrarian Relations, 4 SCRA 1151, 1156, April 28, 1962.

[17] See Petitioner's Memorandum, p. 12; rollo, p. 106, citing Gloria Cuhinusayan vda. de Oliver et al. v. Sesinando Cruz et al., SP-116191-CAR, June 22, 1981.

.....Although Executive Order No. 228, issued on July 17, 1987, allowed the transfer of ownership of lands acquired by farmer-beneficiary after full payment of amortization, there is no allegation in this case that the petitioner has fully amortized his payment.

[18] 187 SCRA 96, 104-105, July 2, 1990, per Gancayco, J.

[19] Administrative Order No. 2, issued March 7, 1994, defined abandonment or neglect as a "willful failure of the agrarian reform beneficiary, together with his farm household, to cultivate, till or develop his land to produce any crop, or to use the land for any specific economic purpose continuously for a period of two calendar years."

[20] Medrana v. Office of the President, 188 SCRA 818, 826, August 21, 1990.

[21] Partosa-Jo v. Court of Appeals, 216 SCRA 692, 699, December 18, 1992.

[22] CA Decision, p. 5; rollo, p. 35.

[23] Talavera v. Court of Appeals, 182 SCRA 778, 782, February 27, 1990.

[24] 164 SCRA 568, 584-585, August 19, 1988.

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