

CAROLINA LIQUETE GANZON, PETITIONER, VS. HONORABLE COURT OF APPEALS, FLORISCO BANHAW, HONORATO BANHAW, ROLANDO BANHAW, IGMEDIO PAMA, ANGELINO ABELITA, RENATO ABELITA AND AMABLE A...*G.R. No. 136831. July 30, 2002*

Ponente: VITUG, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-136831/>**VITUG, J.:**

The primary issue raised in this petition for review is whether or not an agricultural leasehold tenancy relation exists between petitioner Carolina Lique Ganson and private respondents Florisco Banhaw, et al., such that if, indeed, the latter could so qualify as agricultural leasehold tenants, they should not be ejected from the property in question on account of their security of tenure, or whether such relationship is merely one of an ordinary civil law lease that would entitle petitioner, given the factual settings, to recover possession of the property.

An action for recovery of possession with damages was filed by petitioner Carolina Ganson in November 1985 before the Regional Trial Court ("RTC"), Branch 29, of Iloilo, (Civil Case No. 16822). The action was anchored by petitioner on two causes of action, i.e., (a) expiration of the contract of lease and (b) violation of the terms of said contract by respondent Florisco Banhaw. The complaint contained a number of allegations, among them -

"x x x (1) that plaintiff is the registered owner of a parcel of land situated in Balasa, Iloilo with an area of 17.4909 hectares, covered by TCT Nos. T-48983, and another lot with an area of 1.7655 hectares covered by TD No. 0085; (2) that on March 11, 1974, plaintiff and defendant Florisco Banhaw entered into a contract of lease on said lot for a term of three (3) years, commencing from the crop year 1974-1975 up to and including the crop year 1976-1977; (3) that it is provided in the contract of lease that defendant Banhaw cannot sub-lease the subject land; (4) that the term of the lease has already expired without defendant returning possession thereof, and that it was later discovered that defendant sub-leased the property to the other defendants; (5) that, despite demands, defendants refused to vacate the property (pp. 1-3, Complaint; pp. 1-3, Records). Thus, plaintiff prayed that judgment be rendered ordering defendants to vacate the property and for defendants to pay plaintiff damages and attorney's fees." [1]

Private respondents filed their answer, with counterclaim, admitting the allegations of petitioner with the qualification that the latter, through her husband Buenaventura Ganson, continued to receive rentals on the property. Private respondents, however, denied petitioner's allegation about the sublease and averred that it was made with the knowledge of petitioner. Respondents submitted that the complaint did not state a cause of action because the landholding was by then already covered by the "Operation Land Transfer Program" of the government and thereby within the jurisdiction of the Department of Agrarian Reform ("DAR") as so provided in Section 12(b) of Presidential Decree No. 946 to the effect that -

"x x x matters involving the administrative implementation of the transfer of the land to the tenant-farmer under Presidential Decree No. 27 and amendatory and related decrees, orders, instructions, rules and regulations, shall be exclusively cognizable by the Secretary of Agrarian Reform namely: (underscoring

supplied).

“1. Classification and identification of land-holdings;

“2. Identification of tenant-farmers and land-owners, and determination of their tenancy relationship.”[2]

The case was thereupon referred to the DAR (Civil Case No. 16822) for preliminary determination on whether a tenancy relationship existed between plaintiff and defendants. The matter, however, remained unacted upon until the enactment of Republic Act ("R.A.") No. 6657, prompting the DAR Secretary to issue a Circular, dated 25 August 1988, directing that “cases that have been referred to DAR pursuant to the x x x decrees before June 15, 1988 and are still pending for resolution are to be resolved and returned to the courts of origin and/or Fiscal offices with the proper certification within 30 days from the receipt thereof.” Without waiting for the DAR certification on the nature of the relationship between the parties upon the premise that the DAR’s determination was not binding on it, the RTC subsequently issued an order setting the case for pre-trial. The pre-trial resulted in the limitation of the issues to -

“1. Whether or not this Court has still jurisdiction over the present case;

“2. Whether or not the contract entered into by plaintiff and defendant Florisco Banhaw dated July 11, 1974 was a civil lease;

“3. Whether or not plaintiff has the right to recover the possession of the property from the defendants;

“4. Assuming that plaintiff has the right to recover the possession of the property subject of litigation from the defendants, whether or not plaintiff is entitled to the reasonable rentals on the property from the time of the expiration of the lease contract in 1977 up to the present;

“5. Whether or not plaintiff is entitled to recover any form of damages, expenses of litigation, and attorney’s fees from defendants;

“6. If the plaintiff has no more right to recover the possession of the property subject of litigation, whether defendants are entitled to damages on their counterclaim and attorney’s fees.”[3]

After trial, the RTC, in its decision of 07 May 1991, resolved the case thusly:

“WHEREFORE, plaintiff’s complaint is hereby DISMISSED. Likewise, in the absence of cogent evidence in support of defendant’s claim for damages, their counterclaim is likewise DISMISSED.”[4]

Petitioner, not satisfied with the decision of the trial court, pursued the case with the Court of Appeals (CA-G.R. CV No. 35417).

Meantime, it would appear that the DAR Secretary, acting on the referred case (Civil Case No. 16822) for “preliminary determination,” issued an order, dated 14 August 1991 or barely four months following the RTC decision dismissing petitioner’s case, holding that:

“A perusal of the Contract of Lease entered into by and between Carolina L. Ganzon, Plaintiff, and Florisco Banhaw, one of the defendants on July 11, 1974 shows that the same is a civil law lease contract and not an agricultural lease, the term or period of which was for three (3) years commencing from the crop year 1974-1975 up to and including the crop year 1976-1977. The consideration for the said contract is an annual payment of 220 cavans of palay by the lessee to the lessor payable within the month of February of every year. One important condition embodied in the contract is that the lessee cannot sub-lease the subject land to any other person.

“x x x x x x x x

“Under the facts of this case, the investigation reports revealed that the lessee instituted his two children, namely, Nolasco and Honorato, both surnamed Banhaw, as well as his son-in-law, Amable Abelita, as tenants on the landholding in question. In the same manner, Angelino Abelita (another co-defendant) was instituted as tenant in the same landholding by the same Florisco Banhaw. Renato Abelita, son of Angelino Abelita, was instituted tenant therein by his father.

“We agree with the findings of the Regional Director which we find to be supported by substantial evidence that herein defendant Florisco Banhaw is a civil law lessee on the landholding in question and therefore he could not institute as tenants his co-defendants Honorato Banhaw, Nolasco Banhaw, Renato Abelita and Amable Abelita not only because they are immediate members of his farm household but because of the fact that under the expressed terms of the contract, the lessee cannot sublease the land to other persons. The same argument holds true in respect to the employment of Messrs. Angelino Abelita and Igmedio Pama. The argument that tenancy relation can be created with the consent of the lawful owner, lessee, usufructuary, or legal possessor of the landholding is untenable. It is worthy to mention the case of Gabriel vs. De Leon where the Court ruled that ‘in order to determine the real intention and purpose of the parties in entering into this contract of lease, recourse has to be made to the clear and unequivocal provisions of the contract.’[5]

Petitioner gave stress to these pronouncements, made by then DAR Secretary Benjamin T. Leong, before the Court of Appeals to show that the trial court erred in its finding that respondents were agricultural leasehold tenants entitled to security of tenure under Section 7 of Republic Act No. 1199. Petitioner maintained that the vinculum that bound Florisco Banhaw and petitioner was an ordinary contract of lease.

The Court of Appeals was not convinced. In its decision of 03 December 1997, the appellate court affirmed the trial court’s finding on the existence of an agricultural leasehold tenancy but took exception from the ruling of the trial court on the application of Republic Act No. 1199 by pointing out that the applicable law, instead, was Republic Act No. 3844, as amended by Republic Act No. 6389. The appellate court held:

“Having reviewed the records of this case and the applicable jurisprudence, the Court finds that while the court a quo was correct in confirming the relationship between plaintiff-appellant and defendants-appellees as that of an agricultural leasehold tenancy, the court a quo, however, erred in applying Republic Act No. 1199 [known as the Agricultural Tenancy Act] as the governing statute. It must be pointed out that R.A. 1199 had already been rendered inoperative by the passage of Republic Act No. 3844, as amended by Republic Act No. 6389 [also known as the Agrarian Reform Code]. R.A. 1199 which was approved in 1954, sought to establish a system of agricultural share and leasehold tenancy relations between the tenant and the landholder. However, with the enactment of R.A. 3844, as amended, in August 1963, the system of agricultural share tenancy was abolished for being contrary to public policy. (Bernas v. Court of Appeals, 225 SCRA 119, at page 123 [1993]). Thus, for all intents and purposes, R.A. 3844, as amended by R.A. 6389, is the governing statute in the case at bench.

“Section 5 of R.A. 3844 provides for the establishment of agricultural leasehold relations, as follows: ‘The agricultural leasehold relation shall be established by operation of law in accordance with Section four of this Code and, in other cases, either orally or in writing, expressly or impliedly.’ Based on the foregoing, it has been ruled by the Supreme Court that from the moment the lessor, plaintiff-appellant in this case, granted the cultivation and use of the landholding to the lessee, Florisco Banhaw, in exchange or consideration for a sharing in the harvest, an agricultural leasehold relationship emerged between them by ‘operation of law.’ (Bernas v. Court of Appeals, *ibid.*, at page 135)

“Moreover, Section 7 of R.A. 3844 gave agricultural lessees security of tenure by providing the following: ‘The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding and cannot be ejected therefrom unless authorized by the Court for causes provided therein.’

“From the foregoing provisions, it is clear that regardless of the existence of the contract of lease (Exhibit `B`) executed by plaintiff-appellant as lessor, and defendant-appellee Florisco Banhaw as lessee, and regardless of the extinction of the contractual relations between them, defendant-appellee Banhaw cannot be ejected from plaintiff-appellant’s landholding except upon judicial authority and for one of the causes provided by law.”[6]

Petitioner moved for a reconsideration; the motion was denied by the appellate court in its resolution of 20 November 1998.

Hence, this quest for a review before the Supreme Court. Petitioner submits these issues; viz:

“I

“WHETHER OR NOT THE HONORABLE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AND GRAVELY ERRED IN FINDING THAT THE RELATIONSHIP BETWEEN THE PETITIONER AND THE PRIVATE RESPONDENTS IS ONE OF AGRICULTURAL TENANCY NOTWITHSTANDING THE CONTRACT OF LEASE (EXHIBIT `B`) EXECUTED BETWEEN PETITIONER AND RESPONDENT FLORISCO BANHAW AND OTHER EVIDENCE ON RECORD WHICH CLEARLY ESTABLISH THE RELATIONSHIP AS ONE OF CIVIL LAW LEASE.

“II

“WHETHER OR NOT THE HONORABLE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AND GRAVELY ERRED IN RULING THAT PRIVATE RESPONDENTS ARE ENTITLED TO SECURITY OF TENURE UNDER THE LAW DESPITE ITS FINDING THAT THE OTHER RESPONDENTS BECAME SUB-LESSEES OF THE LAND AS A RESULT OF THE VIOLATION BY RESPONDENT BANHAW OF AN EXPRESS PROVISION IN THE LEASE CONTRACT PROHIBITING HIM FROM SUB-LEASING THE LAND IN QUESTION.

“III

“WHETHER OR NOT THE HONORABLE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AND GRAVELY ERRED IN AFFIRMING IN TOTO THE DECISION OF THE COURT A QUO DISMISSING THE COMPLAINT AND DENYING THE CLAIM OF PETITIONER FOR DAMAGES AND ATTORNEY’S FEES.”[7]

The pivotal issue, it would appear, remains to be the question of whether or not private respondents should be considered agricultural tenants of petitioner. On this score, the Court of Appeals, seconding the trial court, said:

“Defendants and their witnesses had testified that from 1974, up to the time that the husband of plaintiff, Buenaventura Ganzon, died in 1985, they had been personally cultivating particular areas of the landholding with the knowledge of Buenaventura Ganzon who had been receiving the corresponding rentals on the property from them personally. Such testimonies were not rebutted by plaintiff. In fact, such personal cultivation by defendants is even admitted, but plaintiff claims that the same was done without her consent. Under Section 7 of R.A. 1199 as amended, a tenancy relationship may be established, either verbally or in writing, expressly or impliedly. Once such relationship is established, the tenant shall be entitled to security of tenure. In this case, assuming that Exhibit `B` is a civil lease, and that under its terms, Florisco Banhaw is prohibited from subleasing the property subject thereof, such cannot affect the security of tenure of the other defendants as sublessees, who became tenants on the property by implication, because the violation was committed by the lessee Florisco Banhaw, and not by the sublessees, who were not parties to the contract. Moreover, such breach of contract was, in effect condoned by the landholder’s husband, Buenaventura Ganzon, when he extended the lifetime of the lease in 1977, with full knowledge of the fact that the sublessees, the other defendants in this case, had been and were still holding and intended to constitute holding the land in

question as tenants.”[8]

Republic Act No. 1199 defines agricultural tenancy as being the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in the produce or in money, or in both. Under this law, there are two systems of agricultural tenancy established: (1) the share tenancy, and (2) the leasehold tenancy.

Republic Act No. 3844, amending Republic Act No. 1199, abolished the share tenancy system; thus:

“Sec. 4. Abolition of Agricultural Share Tenancy. – Agricultural share tenancy, as herein defined, is hereby declared to be contrary to public policy and shall be abolished: Provided, That existing share tenancy contracts may continue in force and effect in any region or locality, to be governed in the meantime by the pertinent provisions of Republic Act Numbered Eleven hundred and ninety-nine, as amended, until the end of the agricultural year when the National Land Reform Council proclaims that all the government machineries and agencies in that region or locality relating to leasehold envisioned in this Code are operating, unless such contracts provide for a shorter period or the tenant sooner exercises his option to elect the leasehold system: Provided, further, That in order not to jeopardize international commitments, lands devoted to crops covered by marketing allotments shall be made the subject of a separate proclamation that adequate provisions, such as the organization of cooperatives, marketing agreements, or other similar workable arrangements, have been made to insure efficient management on all matters requiring synchronization of the agricultural with the processing phases of such crops: Provided, furthermore, That where the agricultural share tenancy contract has ceased to be operative by virtue of this Code, or where such a tenancy contract has been entered into in violation of the provisions of this Code and is, therefore, null and void, and the tenant continues in possession of the land for cultivation, there shall be presumed to exist a leasehold relationship under the provisions of this Code, without prejudice to the right of the landowner and the former tenant to enter into any other lawful contract in relation to the land formerly under tenancy contract, as long as in the interim the security of tenure of the former tenant under Republic Act Numbered Eleven hundred and ninety-nine, as amended, and as provided in this Code, is not impaired: Provided, finally, That if a lawful leasehold tenancy contract was entered into prior to the effectivity of this Code, the rights and obligations arising therefrom shall continue to subsist until modified by the parties in accordance with the provisions of this Code.

“Sec. 5. Establishment of Agricultural Leasehold Relation. – The agricultural leasehold relation shall be established by operation of law in accordance with Section four of this Code and, in other cases, either orally or in writing, expressly or impliedly.

“Sec. 6. Parties to Agricultural Leasehold Relation. – The agricultural leasehold relation shall be limited to the person who furnishes the landholding, either as owner, civil law lessee, usufructuary, or legal possessor, and the person who personally cultivates the same.

“Sec. 7. Tenure of Agricultural Leasehold Relation. – The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.

“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.”

Republic Act No. 3844 was further amended by Republic Act No. 6389 by providing for the “automatic conversion of share tenancy to agricultural leasehold”[9]

Petitioner would argue that the contract between her and private respondent Florisco Banhaw was a civil law lease for a period of three years starting from the crop year 1974-1975 until the crop year 1976-1977. Petitioner, however, filed the case for recovery of possession with damages only in November 1985, which would indicate that private respondent Florisco Banhaw and his sublessees (the other respondents) continued to cultivate the landholding in question “beyond” the period of the lease contract that should have ended by the crop year 1976-1977.

The Court of Appeals held that respondents became agricultural leasehold tenants by implication when Buenaventura Ganzon (the husband of petitioner), with full knowledge of the fact that the sublessees were still then holding the land in question as tenants, received the rental payments from respondents and, in effect,[10] condoned the breach committed by Florisco Banhaw in subleasing the landholding to the other private respondents as agricultural leasehold tenants on the land. The appellate court then concluded that from the moment petitioner’s husband had granted the cultivation and use of the landholding in question to private respondents in exchange for an alleged sharing in the harvest (220 cavans of palay every year), an agricultural leasehold relationship emerged between them by operation of law, a relationship that could be established either orally or in writing, expressly or impliedly.

This Court finds itself unable to agree with the appellate court.

This Court has laid down the rule that in order for a tenancy relationship to exist, these elements must be present: (1) That the parties are the landowner and the tenant or agricultural lessee; (2) that the subject matter of the relationship is an agricultural land; (3) that there is consent between the parties to the relationship; (4) that the purpose of the relationship is to bring about agricultural production; (5) that there is personal cultivation on the part of the tenant or agricultural lessee; and (6) that the harvest is shared between the landowner and the tenant or agricultural lessee.[11]

Respondent Florisco Banhaw was not instituted as an agricultural lessee but, rather, as civil law lessee of the land. Neither were the other private respondents, Rolando Banhaw, Honorato Banhaw, Igmedio Pama, et al., so installed by the landowner as tenants. The DAR itself, in its ORDER of 14 August 1991, confirmed that respondents could not be installed agricultural lessees by Florisco Banhaw himself since they were “members of his (Florisco) immediate farm household.” Unlike the case of *Bernas vs. Court of Appeals*,[12] relied on by the appellate court, respondent Florisco Banhaw was never an agricultural lessee of the land, a fact made evident by the contract of lease executed by the parties. Nor were respondents “impliedly” installed as tenants or agricultural lessees by reason alone of an acquiescence by Buenaventura Ganzon to the continued possession of the property. It would appear that the lease rentals of 220 cavans of palay payable annually within the month of February to the landowner/lessor was the then existing consideration for the civil law lease contract paid by Florisco Banhaw to petitioner’s husband while the other private respondents who were members of his farm household paid their share to Florisco Banhaw:

“x x x defendant-appellee Florisco Banhaw testified:

“Q. And long before Buenaventura Ganzon and you entered into a lease contract, these other defendants had been paying rentals directly to you?

“A. Yes, your Honor.

“Q. Do I understand from you that your agreement between the other defendants with respect to the landholding was entered with you only?

“A. The rentals were paid to me but once in a while Buenaventura Ganzon check up the payment to me because he does not know these other people.

“Q. Bu you all knew these defendants?

“A. Yes, your Honor. (t.s.n., G. Villanueva, 5-9-90, pp. 23-24, underscoring supplied).

“Defendant-appellee Raymundo Galido himself, on cross-examination, testified that:

“Q. Is it not a fact that you know that these people are paying rentals to Florisco Banhaw?

“A. Yes, sir. They are paying. (t.s.n., Villanueva, 5-8-90, p. 14)

“and

“Q. But you are always sure that it was Florisco Banhaw who paid Buenaventura Ganzon?

“A. Yes, sir. (t.s.n., Villanueva, 5-8-90, p. 25).”[13]

The DAR itself found thusly:

“It was established that the agreement entered into between Florisco Banhaw and Carolina L. Ganzon is one of a civil law lease. As such civil law lessee, Banhaw who was in legal possession of the questioned landholdings may institute tenants thereon. However, the record of this case is bereft of any credible and substantial evidence to prove that the other defendants herein allegedly instituted as tenants by Florisco Banhaw are sharing or paying rentals to him or to the landowner. Mere allegations without the corresponding receipts would not sufficiently establish tenancy relationship especially since there was an express prohibition in the civil law lease contract to sub-lease the subject land to any other person.”[14]

Petitioner and private respondents could not have been automatically placed in an agricultural leasehold agreement under Presidential Decree No. 27. This decree took effect on 21 October 1972. The civil law lease relationship of the parties, however, came about only during the crop year 1974-1975 that could not have placed them within the coverage of the Operation Land Transfer Program of the government as of 21 October 1972.

The appellate court apparently predicated its finding on the existence of leasehold tenancy relations between petitioner and private respondents on the principle of estoppel; it advanced:

“The status of the other defendants-appellees as duly-constituted sub-lessees of the subject landholding is likewise sufficiently established. Despite plaintiff-appellee’s assertion of lack of consent thereto, the records adequately buttress the fact that plaintiff-appellant was well aware of the presence of the other defendants-appellees on the subject landholding thereby putting them in estoppel.”[15]

Estoppel in pais, or equitable estoppel arises when one, by his acts, representations or admissions or by his silence when he ought to speak out, intentionally or through culpable negligence, induces another to believe certain facts to exist and such other rightfully relies and acts on such belief so that he will be prejudiced if the former is permitted to deny the existence of such facts.[16] The real office of the equitable norm of estoppel is limited to supplying deficiency in the law, but it should not supplant positive law.[17] The requisites for the existence of a tenancy relationship are explicit in the law and these elements cannot be done away with by conjectures.

WHEREFORE, the instant petition for review is GRANTED. The decision of the Court of Appeals in CA-G.R.

CV No. 35417 appealed from is reversed and set aside. The complaint in Civil Case No. 16822 for recovery of possession with damages before the Regional Trial Court of Iloilo is hereby ordered reinstated and the case remanded for further proceedings. The Regional Trial Court of Iloilo, Branch 29, is ordered to resolve the case with immediate dispatch. No costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Kapunan, Ynares-Santiago, and Austria-Martinez, JJ., concur.

- [1] Rollo, p. 24.
- [2] Rollo, pp. 24-25.
- [3] Rollo, pp. 25-26.
- [4] Rollo, p. 23.
- [5] Rollo, pp. 45-46.
- [6] Rollo, pp. 29-31.
- [7] Rollo, pp. 100-101.
- [8] Rollo, pp. 27-28.
- [9] Section 4, R.A. No. 6389; 68 Office Gazette, pp. 916-917.
- [10] Ponce vs. Guevarra, 10 SCRA 649; Cunanan vs. Aguilar, 85 SCRA 47.
- [11] Chico vs. Court of Appeals, 284 SCRA 33, p. 36.
- [12] 225 SCRA 119.
- [13] Rollo, p. 40.
- [14] Rollo, pp. 47-48.
- [15] Rollo, p. 32.
- [16] PNB vs. Court of Appeals, 315 SCRA 309.
- [17] Republic vs. Court of Appeals, 301 SCRA 366.

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