PEVET ADALID FELIZARDO, RONEMAR FELIZARDO, PERFECTO ADALID AND VENERANDA ADALID, PETITIONERS, VS. SIEGFREDO FERNANDEZ, RESPONDENT.

G.R. No. 137509. August 15, 2001

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

This is an appeal by certiorari from the decision of the Court of Appeals in CA G.R. SP No. 46748, which affirmed the judgment of the Department of Agrarian Reform Adjudication Board (DARAB), upholding the ruling of its Regional Adjudicator in DARAB Case No. X (07) 818.

The petition stems from a complaint[1] for illegal ejectment, reinstatement, and damages filed by respondent Siegfredo Fernandez against petitioners Ronemar and Pevet Adalid Felizardo (Felizardos) and Perfecto and Veneranda Adalid (Adalids), owners of a two-hectare agricultural land situated in Barangay Garang, Tangub City, Province of Misamis Occidental, of which 1.5 hectares tenanted by respondent's father used for planting coconut and corn since the early 1930's.

In 1981, when Policarpo was already 74 years old, the task of working on the tenanted land fell on his son, respondent Siegfredo, who was the only member of the household then living with Policarpo. For close to 15 years and even while his father was still alive, Siegfredo cultivated the land, harvested the coconuts, and sold the copra to buyers in Tangub City. During those years, the "pesadas" were placed in Siegfredo's name and the latter observed the same 1/3-2/3 sharing arrangement of the copra produce with the landowners, as his father previously did.

After Policarpo passed away on August 31, 1995, the Felizardos and Adalids—children of the landowners and acting as attorneys-in-fact of the Adalids who were then already residing in Los Angeles, California, U.S.A—sought to eject Siegfredo from the land he was tilling. The Felizardos refused to recognize Siegfredo as the lawful successor to Policarpo's tenancy rights and instead, appointed Asuncion Fernandez Espinosa, Siegfredo's 65-year old elder sister, as tenant.

Subsequently, in October 1995, the Felizardos and Adalids brought criminal charges against Siegfredo for usurpation and qualified theft before the regular courts. While these cases were pending, the landowners harvested the coconuts on November 6, 1995, sold the same and excluded Siegfredo in the sharing arrangement of 1/3-2/3 scheme.[2]

Siegfredo then filed this present case before the Regional Adjudication Board (Region 10) of the Department of Agrarian Reform (DAR) against the Adalids and Felizardos. Siegfredo alleged that by virtue of successional tenancy rights, he is the lawful tenant of the land. He pointed out that he substituted his father and assumed cultivation of the land for 15 long years without objection from the landowners. Therefore, he became a bona fide tenant and could not be ejected because he is the lawful tenant.

Siegfredo also claimed that there is no other qualified successor to his father's leasehold right because all his eight elder siblings were no longer members of Policarpo's immediate farm household. Asuncion, in particular, was already of advanced age and could not be expected to work on the land personally. She lived elsewhere in Tangub City and has never helped their father in the farm nor been a farmworker in her entire life.[3]

On the other hand, the Felizardos and Adalids denied Siegfredo's tenancy status and insisted that after Policarpo's death, they had the right to choose who among the Fernandez siblings would succeed Policarpo in the latter's agricultural leasehold rights. They asserted that the right to choose the agricultural lessor belonged to the landowner in accordance with Section 9 of Republic Act No. 3844 or the Agricultural Land Reform Code.[4] They stressed that they have already appointed Asuncion to continue Policarpo's agricultural lease on September 22, 1995. A leasehold contract was also entered into on October 24, 1995 between Asuncion and the landowners, copy of which was already furnished to the Municipal Agrarian Reform Officer (MARO) in Tangub City.[5]

On March 26, 1996, the Regional Adjudicator ruled in favor of Siegfredo and disposed of the case thus:

> WHEREFORE, decision is hereby rendered as follows:
>
> 1. Ordering the immediate reinstatement of complainant as the Bonafide tenant-lessee to the subject landholding;
>
> 2. Ordering the cancellation of the existing leasehold contract between defendants and one Asuncion Espinosa, and in lieu thereof, the execution of a leasehold contract as between herein complainant and defendants;
>
> 3. Ordering the respondents to account for and pay to the complainant his share or the amount in excess of his rentals after deducting the expenses in the harvest of November, 1995 and February 1996 based on the "pesadas" from the copra buyer;
>
> 4. Ordering respondents to pay the amount of P10,000 as in (sic) Attorney's Fees and the amount of P5,000 as litigation expenses.
>
> SO ORDERED.[6]

The Regional Adjudicator held that the landowner's right to choose a lessor under Section 9 of R.A. No. 3844 is circumscribed by the requirements that the prospective lessor must be able to cultivate the land personally and be a member of the original tenant's immediate farm household. Based on these factors, the Adjudicator declared that Asuncion does not qualify to take over Policarpo's leasehold right. Moreover, the Adjudicator noted that the landowners did not object to Siegfredo's tillage of the land and they accepted their share in the harvest proceeds from Siegfredo for 15 years. According to the Adjudicator, they impliedly consented to the new tenancy relationship under Section 7 of Republic Act No. 1199[7]or the Agricultural Tenancy Act, as amended.

On appeal to the DARAB, where the case was docketed as DARAB Case No. 4983, the Board affirmed the findings of the Regional Adjudicator.[8] The Court of Appeals, to which the case was subsequently elevated, agreed with the DARAB.[9]

Hence, this recourse.

Petitioners submit the following questions of law for our resolution:

> 1. Whether or not under the law the right to choose to succeed the tenancy right of a tenant belongs to the landowner or not (sic).
>
> 2. Whether or not respondent Siegfredo Fernandez during the lifetime of his father can already be considered as a tenant as allegedly he was already the one doing the duties of his father until his death in 1995.[10]

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The issue to be determined in this case is whether Siegfredo has acquired the status of agricultural tenant which would preclude petitioners from exercising their right to choose Asuncion as Policarpo's successor after the latter's death.

Petitioners mainly contend that their right to choose a tenant successor under Section 9 of RA No. 3844 is subsisting, despite the fact that Siegfredo took over his father's landholding as early as 1981. They maintain that they did not object to Siegfredo's personal cultivation of the land for 15 years because they believed that during that period, Siegfredo was merely aiding Policarpo as member of the latter's immediate farm household. They argue that could not be construed as having impliedly consented to a leasehold relation with Siegfredo under Section 7 of R.A. No. 1199, since Policarpo was then still alive and was not declared to be permanently incapacitated.

Respondent, on the other hand, insists that he is the sole qualified successor to Policarpo's leasehold, being the only immediate member of the farm household who personally cultivated the land during the latter's lifetime. According to respondent, the landowner concededly has the right to choose a tenant successor under Section 9 of R.A. No. 3844, but only if there were two or more qualified prospective lessors from among the original tenants' descendants. Besides, according to respondent, petitioners did not question his assumption of Policarpo's leasehold obligations for many years. Consequently, he concludes that they could not now belatedly deny his status as tenant of the land.

As found by the appellate court and the proper agencies below, the evidence on record strongly suggests that respondent became Policarpo's tenant successor by implied consent of petitioners. On this point, we are in agreement.

Petitioners assert that for 15 years, they thought that respondent was merely helping Policarpo in the latter's personal cultivation of the land. In our view, however, the period of 15 years is too long a time to hold on to such a thought which appears to be only an unverified assumption. The undisputed fact, as found by the DARAB, is that respondent worked on the land since 1981 because his father could no longer do so. Respondent did not merely aid his father in the latter's farm work, but completely took over that work since Policarpo was already very old and incapable to continue farming. Section 5 (p)[11] of R.A. No. 1199 defines "incapacity" as any cause or circumstance which prevents the tenant from fulfilling his contractual obligations. Respondent fully assumed his father's leasehold obligations for 15 years precisely because Policarpo could no longer perform his duties as petitioners' tenant and respondent is the only member remaining of the original tenant's immediate farm household.

The Regional Adjudicator correctly took judicial notice of the fact that at the age of 74 Policarpo was not able and could not reasonably be expected to till the land anymore.[12] Petitioners were not unaware of this circumstance since they already dealt with, and received the land's proceeds from respondent. The incapacity of Policarpo to attend to farm work had been evident to petitioners. The prevailing situation in the farm and the length of time which had lapsed from the time respondent assumed the tenancy work until his father's death amply support that conclusion.

A tenancy relationship may be established either verbally or in writing, expressly or impliedly, in accordance with Section 7 of R.A. No. 1199. As aptly held by the Regional Adjudicator:

> ...the transfer and/or delega tion of such tenancy obligations to herein complainant [respondent] was in conformity to the general practice among farmers, especially so in the case of complainant who had been assisting his father in the farmworks (sic). When defendants failed to intervene or object to this development, and continued to accept their shares as proferred by the new cultivator, they have thereby impliedly consented

to it giving rise to the new tenancy relationship with the complainant.[13]

Although petitioners did not expressly give their consent to a leasehold relation with respondent, in our view petitioners consented to the tenancy albeit impliedly by allowing respondent to cultivate the landholding in question and by receiving from him the landowner's share of the harvest over a considerable length of time.

While it is true that Section 9 of R.A. No. 3844 gives the lessor/landowner the right to choose a tenant successor in case of death or incapacity of the original tenant, in this case we agree that said right could no longer be exercised by petitioners. Not only have they allowed the lapse of a long period of time before attempting to exercise said right, it was also found that the successor they had allegedly chosen, Asuncion Fernandez Espinosa, was not qualified to succeed Policarpo because (a) she was no longer a member of the latter's immediate farm household; and (b) she could not and did not, at any time, personally cultivate the land as shown by her unexplained absence during the harvests subsequent to respondent's dispossession. Note also that in 1995, she was already 65 years old.

Moreover, we agree that to recognize petitioners' right to choose the tenant at this point could result in material loss, grave damage and great injustice to respondent. Accordingly, we find applicable in this instance the equitable principle of estoppel by laches in respondent's favor.

Laches is defined as the failure or neglect for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier. It is negligence or omission to assert a right within a reasonable time, warranting a presumption that the party entitled thereto has either abandoned or declined to assert it. The principle of laches is based on grounds of public policy which requires, for the peace of society, the discouragement of stale claims. It is principally directed against the unfairness of permitting an alleged right or claim to be enforced.[14] It concerns itself with whether or not by reason of long inaction or inexcusable neglect, a person claiming a right should be barred from asserting the same, because to allow him to do so would be unjust to the person against whom such right is sought to be enforced.[15]

In the present case, allowing petitioners to dispossess respondent would clearly prejudice the tiller, who poured time and energy to ensure that his father's leasehold remained productive not merely for respondent's advantage, but for petitioners' as well. For almost 15 years, petitioners did not object to respondent's farm work which accrued to their own benefit. It would thus be utterly unfair for petitioners now to eject respondent from the land he has been tilling for 15 years, simply because of petitioners' choice of respondent's sister, Asuncion, as Policarpo's successor.[16] Besides, as correctly observed by the Regional Adjudicator, to give petitioners the right to exercise that choice would merely result in the unnecessary displacement of respondent who, after years of labor, now has an undeniable stake on the land. Given the practical circumstances as well as the legal and equitable considerations in this case, we are in agreement with the Court of Appeals, the DARAB, and the Regional Adjudicator that respondent's leasehold rights deserve to be protected and maintained.

WHEREFORE, the petition is DENIED and the decision of the Court of Appeals in CA G.R. SP No. 46748 is AFFIRMED. Costs against petitioners.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Buena, and De Leon, Jr., JJ., concur.

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[1] CA Records, pp. 31-35.

[2] Id. at 74-75.

[3] Id. at 43.

[4] SEC. 9. Agricultural Leasehold Relation Not Extinguished by Death or Incapacity of the Parties.- In case of death or permanent incapacity of the agricultural lessee to work his landholding, the leasehold shall continue between the agricultural lessor and the person who can cultivate the landholding personally, chosen by the agricultural lessor within one month from such death or permanent incapacity, from among the following: (a) the surviving spouse; (b) the eldest direct descendant by consanguinity; (c) the next eldest descendant or descendants in the order of their age: Provided, That in case the death or permanent incapacity of the agricultural lessee occurs during the agricultural year, such choice shall be exercised at the end of that agricultural year: Provided, further, That in the event the agricultural lessor fails to exercise his choice within the periods herein provided, the priority shall be in accordance with the order herein established.

In case of death or permanent incapacity of the agricultural lessor, the leasehold shall bind his legal heirs.

[5] Supra, note 1 at 64-65.

[6] Id. at 83-84.

[7] SEC. 7. Tenancy Relationship; How Established; Security of Tenure.- 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 as hereinafter provided.

[8] Supra, note 1 at 14-19.

[9] Rollo, pp. 20-26.

[10] Id. at 5.

[11] SEC.5. Definition of Terms.- As used in this Act:

> x x x
>
> (p) Incapacity means any cause or circumstance which prevents the tenant from fulfilling his contractual obligations and those imposed by this Act.
>
> x x x

[12] Supra, note 1 at 82.

[13] Ibid.

[14] See Heirs of Pedro Lopez vs. De Castro, 324 SCRA 591, 614-615 (2000), citing Catholic Bishop of Balanga vs. Court of Appeals, G.R. No. 112519, 332 Phil. 206, 218-219 (1996); 264 SCRA 181, 192-194 (1996).

[15] See Heirs of Teodoro Dela Cruz vs. Court of Appeals, 298 SCRA 172, 182 (1998), citing Pabalate vs. Echarri, Jr., No. L-24357, 37 SCRA 518, 521-522 (1971).

[16] The petitioners' right to choose the successor of the original tenant is not perpetually barred; provided, the terms and circumstances of Sec. 9, Rep. Act 3844 is adhered to in good faith and not to circumvent the same. The right of a landowner is also protected under the law.

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