

FELIX PASCUAL, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND VICTOR SOLIS, RESPONDENTS.*G.R. No. 138781. December 03, 2001*

Ponente: YNARES-SANTIAGO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-138781/>**YNARES-SANTIAGO, J.:**

This is a petition for review assailing the decision of the Court of Appeals in CA-G.R. SP No. 41542, which affirmed in toto the judgment of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 1529. In its decision, the DARAB reversed the Provincial Adjudicator's ruling in DARAB Case No. 374-Bul. '92, by recognizing respondent as the lawful tenant of the agricultural lots belonging to petitioner and ordering the latter to surrender possession of said lots to respondent.

The two parcels of land subject of this controversy are situated in Poblacion, Norzagaray, Bulacan, designated as Lot Nos. 1923 and 2025, both of Cad-350. The lots are registered in the name of petitioner Felix B. Pascual under Original Certificate of Title Nos. 1051(M) and 4364 (M), respectively.[1] Lot No. 1923, which measures 7,423 square meters was classified as rice land under Tax Declaration No. 11383. Lot No. 2025, on the other hand, consisting of 27,456 square meters, was divided into two portions; one consisting of 10,000 square meters classified as rice land, and the other containing an area of 17,456 square meters, of cogon land, as reflected in Tax Declaration No. 12734.[2]

On March 5, 1992, petitioner brought an action for "Maintenance of Peaceful Possession with Prayer for Restraining Order/Preliminary Injunction" against respondent Victor Solis, before the DARAB Region III, in Malolos, Bulacan.[3] Petitioner alleged that sometime during the third week of January 1991, respondent tried to enter into possession and cultivate the above-described agricultural lots, thus disrupting petitioner's peaceful possession and personal cultivation of the same.

Petitioner claimed that he has been working on the agricultural lots with the aid of his immediate farm household and has been occupying the lots for 52 years. To buttress his claim, petitioner presented a certification issued by the Municipal Agrarian Reform Officer (MARO) of Norzagaray, Bulacan, confirming petitioner's status as owner-cultivator and declaring the landholdings to be untenanted.[4]

Additionally, petitioner submitted a certification issued by the Barangay Agrarian Reform Committee (BARC) Chairman of Poblacion, Norzagaray, to the effect that petitioner is in actual possession of the lots in the concept of owner-cultivator and that respondent forcibly entered into the lots in order to establish himself as tenant thereof.[5] Petitioner, thus, prayed that respondent be permanently enjoined from intruding into and disturbing petitioner's possession and cultivation of the properties in question.

In his answer to the complaint, respondent averred that he is a lawful tenant of the lots owned by petitioner and has been in possession of the disputed properties since 1960 up to the present. He has regularly performed all his obligations and duties as lessee, particularly the payment of rentals, and cultivated the agricultural lots. As a legitimate tenant, respondent insisted that he enjoyed security of tenure and cannot be ejected from the land he is

tilling except upon authority of the court and for causes provided by law.[6]

To substantiate his assertion, respondent presented two agricultural leasehold contracts allegedly concluded between him and petitioner. The first agreement was constituted over a farm lot measuring 7,423 square meters and identified through Tax Declaration No. 11383 (first lot). The second contract was for a 1.3-hectare piece of land covered by OCT No. P-2780 (second lot).[7]

Respondent also submitted two Certificates of Agricultural Leasehold (CAL) covering the same lots specified in the leasehold contracts. CAL No. 03-02-13-004-023 (or CAL 023) was issued for the first lot, while CAL No. 03-02-13-004-022 (or CAL 022) pertained to the second lot. Both certificates were awarded by then President Ferdinand E. Marcos and recorded with the former Ministry of Agrarian Reform on January 25, 1984.[8]

Petitioner countered in his reply that respondent's tenancy status over the first lot was extinguished when respondent deliberately failed to pay the agreed lease rentals for the years 1987, 1988 and 1989. Respondent subsequently abandoned the lot without notice in 1990. This fact was attested to by one Simeon Bartolome in a sworn statement.[9]

Petitioner also said that respondent abandoned the first lot because he moved to Manila to work as a professional jeepney driver plying the Divisoria-Pier route. This was affirmed by a certain Matias Santos in another affidavit attached to petitioner's reply.[10]

With regard to the second lot, petitioner stated that respondent voluntarily surrendered its possession on December 5, 1985, upon payment to him of disturbance compensation in the amount of P18,000.00.[11] Consequently, petitioner was able to sell this second lot to the spouses Jose Bernardo and Rosa B. Payumo, as evidenced by a "Kasulatan ng Bilihang Tuluyan (Venta Absoluta)" dated December 11, 1985.[12]

Petitioner added that in view of the sale of the second lot, the issue of respondent's status as lessee thereof should be addressed to the new owners. Hence, petitioner maintained that respondent's tenancy status over the second lot must be excluded from the present dispute, and that the complaint should be limited to the first lot.[13]

Pursuant to an order issued by the Provincial Adjudicator on May 6, 1992, DARAB Legal Officer Homer M. Abraham, Jr. conducted an ocular inspection of Lot Nos. 1923 and 2025. A second ocular inspection was conducted on September 14, 1992 since it appeared that respondent was not duly notified of the prior inspection.

Thereafter, on Nov. 5, 1992, the Provincial Adjudicator granted petitioner's prayer for a restraining order/writ of preliminary injunction.

In due course, the Provincial Adjudicator rendered judgment on May 3, 1993 and disposed of the case as follows:

WHEREFORE, premises considered, judgment is hereby rendered in favor of plaintiff Felix Pascual and against defendant Victor Solis:

- Maintaining plaintiff in peaceful possession over the subject landholdings;
- Making the restraining order/writ of preliminary injunction permanent.

SO ORDERED.[14]

The Provincial Adjudicator ruled that respondent was not a tenant of the disputed lots, despite the existence of the leasehold agreements and Certificates of Agricultural Leasehold. The evidence adduced by the parties clearly indicated that respondent was not in possession of the lots and did not personally cultivate the landholdings, much less, share the proceeds of the harvest with petitioner.

Respondent appealed to the DARAB, which reversed the findings of the Provincial Adjudicator. The DARAB held that the contracts and certificates are the best evidence of a tenancy relation and that, without a final court judgment dispossessing respondent on grounds authorized by law, respondent could not be ejected from the land. The DARAB ruled:

WHEREFORE, premises considered, the decision appealed from is hereby REVERSED, and a new one entered:

- Declaring Defendant-Appellant Victor Solis as a legitimate tenant and is entitled to security of tenure;
- Ordering Plaintiff-Appellee Felix Pascual to transfer and turn-over the possession of the disputed property to herein Defendant-Appellant; and
- The Restraining Order/Writ of Preliminary Injunction is hereby revoked.

SO ORDERED.[15]

As mentioned earlier, the Court of Appeals affirmed the decision of the DARAB in toto.[16] Petitioner's motion for reconsideration was likewise denied.[17] Hence, the instant petition on the basic issue of whether or not respondent was a tenant of the lands belonging to petitioner and, consequently, entitled to security of tenure.

Initially, the question regarding respondent's tenancy status is factual in nature which is not proper in a petition for review, where only questions of law may be entertained. However, after a careful examination of the evidence on record, there appears a compelling reason to modify the factual findings below, since it appears that the appellate court and the DARAB failed to take into account certain important considerations extant in the records.[18]

It appears that Lot Nos. 1923 and 2025 are registered in petitioner's name under OCT Nos. 1051 (M) and 4364 (M), respectively. Lot No. 1923 is covered by Tax Declaration No. 11383 and is obviously the same lot described in the first tenancy agreement between petitioner and respondent, for which CAL 023 was issued. Thus, with respect to this lot, there can be no question that a tenancy relation was established between petitioner and respondent. Petitioner admitted the existence of the leasehold contract and CAL 023 over Lot No. 1923, which are the best evidence to show that a leasehold relation has been established between petitioner and respondent. Thus, the real issue over Lot No. 1923 is whether respondent may be ejected from this lot.

Section 7 of R.A. No. 3844,[19] provides that once the leasehold relation is established, as in the case of Lot No. 1923, the agricultural lessee cannot be ejected from the land unless authorized by the court for causes provided by law. Under Section 37 of the same Act,[20] the burden of proving lawful cause for ejecting the lessee falls on the lessor/landowner. It is thus petitioner's duty to prove that there were grounds for ejecting respondent from Lot No. 1923. Petitioner failed to discharge this burden.

Petitioner alleged that respondent ceased to be a tenant of Lot No. 1923 because he failed to pay the lease rentals for three consecutive years, and eventually abandoned the lot to work in Manila as a jeepney driver. The DARAB and the Court of Appeals found these allegations not supported by competent evidence. We agree.

The only evidence offered by petitioner to prove the non-payment of rentals is the affidavit of Simeon Bartolome, where the latter declared:

5. Na naibalita sa akin ni G. Felix Pascual na simula noong taong 1987 hanggang sa taong 1989, si Victor Solis ay hindi na nagbibigay ng buwis sa saka, at noong taong 1990 ay tuluyang iniwan o inabandona ni Victor Solis and nasabing saka. x x x.[21]

As can be gleaned from the affidavit, Mr. Bartolome did not have personal knowledge of the fact that respondent failed to pay the agreed rentals, but merely based his statement on information given to him by petitioner himself.

Likewise, the sworn statement of Matias Santos is inconclusive to prove that respondent had indeed abandoned the lot to work as a jeepney driver. Respondent explained that he drove a passenger jeepney in between the planting and harvesting seasons, considering that the landholding is rain-fed and planted to palay only once a year. This explanation is not inconsistent with Mr. Santos' sworn declaration that respondent has been driving a jeepney in Manila since 1982.

As regards Lot No. 2025, there is nothing on record which shows that petitioner and respondent entered into any lease agreement or that a Certificate of Agricultural Leasehold was issued in respondent's favor. The second contract and CAL 022, which respondent presented, referred to a 1.3-hectare farmland covered by OCT No. P-2780. Meanwhile, Lot No. 2025 is a 2.7456-hectare lot registered under OCT No. 4364 (M). It is therefore evident that Lot No. 2025 is not the same landholding over which respondent claims to be a tenant under the second contract and CAL 022.

Consequently, the appellate court and the DARAB erred in rendering judgment on the assumption that these lots are one and the same. To repeat, the second contract and CAL 022 do not pertain to Lot No. 2025. Hence, respondent cannot be declared a tenant of Lot No. 2025. No lease agreement or certificate was adduced to prove that Lot No. 2025 is the same lot described in the second contract and CAL 022.

Furthermore, there is an apparent absence of the essential requisites of an agricultural tenancy relationship between the parties over Lot No. 2025. For this relationship to exist, it is necessary that: 1) the parties are the landowner and the tenant; 2) the subject is agricultural land; 3) there is consent; 4) the purpose is agricultural production; 5) there is personal cultivation; and 6) there is sharing of harvest or payment of rental.[22]

The findings of the Provincial Adjudicator and the ocular inspection indicate that respondent did not personally cultivate the riceland portion of Lot No. 2025 or share its harvest proceeds with petitioner. Petitioner did not consent to a leasehold arrangement with respondent over Lot No. 2025, as shown by petitioner's filing of complaint below to enjoin respondent from encroaching and planting thereon. Accordingly, respondent is not a de jure tenant of Lot No. 2025, thus, he is not entitled to security of tenure relative to this lot.

As to the 1.3-hectare land subject of the second contract and CAL No. 022, petitioner contends that this lot was already sold to the spouses Payumo in 1985. Therefore, the issue of respondent's tenancy status over the 1.3-hectare agricultural lot covered by the second contract and CAL 022 is not proper for disposition in this case. Petitioner is no longer the owner of this lot and will not, thus, be benefited or prejudiced by any declaration made herein, recognizing respondent as its bona fide tenant. The claim of tenancy over this lot should be directed against the new owners/vendees, who are subrogees to the rights and obligations of the agricultural lessor/vendor.[23]

WHEREFORE, in view of the foregoing, the instant petition is PARTLY GRANTED. The decision of the Court of Appeals in CA-G.R. SP No. 41542 is MODIFIED. Respondent is declared a lawful tenant of Lot No. 1923, and petitioner is ORDERED to maintain respondent in peaceful possession and cultivation thereof. On the other hand, respondent is PERMANENTLY ENJOINED from entering into, encroaching or cultivating Lot No. 2025.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Pardo, JJ., concur.

[1] Rollo, pp. 39 & 41.

[2] Id., at 40 & 42.

[3] Id., at 33-37.

[4] Id., at 43.

[5] Id., at 44.

[6] Id., at 46-49.

[7] Id., at 53-55.

[8] Id., at 54 & 56.

[9] Record, p. 49.

[10] Id., at 50.

[11] Id., at 51.

[12] Id., at 48.

[13] Id., at 54.

[14] Supra, note 1 at 68.

[15] Id., at 77-78.

[16] Id., at 8-11.

[17] Id., at 18.

[18] See *Gelos v. Court of Appeals*, 208 SCRA 608, 610 (1992), citing *Talavera v. Court of Appeals*, 182 SCRA 778 (1990).

[19] 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.

[20] Sec. 37. Burden of Proof.-The burden of proof to show the existence of a lawful cause for the ejectment of an agricultural lessee shall rest upon the agricultural lessor.

[21] Supra, note 9 at 49.

[22] See *Bautista v. Araneta*, G.R. No. 135829, February 22, 2000.

[23] R.A. No. 3844, Sec. 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 landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor.

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.