

SPS. FELINO S. SAMATRA AND CHARLITA ISIDRO, PETITIONERS, VS. RITA S. VDA. DE PARIÑAS, RESPONDENT.*G.R. No. 142958. April 24, 2002*

Ponente: PUNO, J.

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The case at bar originated from an agrarian case involving two (2) agricultural lots[1] with an aggregate area of 28,375 square meters and a homelot[2] with an area of 472 square meters, all situated in Sto. Domingo, Nueva Ecija. These lots were originally owned by spouses Donato Samatra and Macaria Sana. Petitioner FELINO SAMATRA and respondent RITA S. VDA. DE PARIÑAS are their legitimate children.

On March 20, 1972, the spouses mortgaged one of the agricultural lots and the homelot to the Rural Bank of Sto. Domingo (N.E.) Inc. to secure their P2,500.00 loan that would mature on August 25, 1975. A year later, or on September 21, 1973, the spouses constituted another real estate mortgage over the other lot in favor of the same bank to secure their second loan of P1,300.00. This loan was to mature on April 3, 1975.

On January 3, 1975, while the mortgages were still subsisting, mortgagor Donato Samatra executed a “Kasunduang Buwisan sa Sakahan”[3] constituting his daughter, respondent Rita S. Vda. de Pariñas, as agricultural lessee over the mortgaged lots, without the consent of the mortgagee bank.

When the mortgagors-spouses failed to pay their loans upon maturity, the mortgagee bank extrajudicially foreclosed the mortgages over the subject lots. At a public auction, the lots were sold to the mortgagee bank as the sole and highest bidder. The corresponding certificates of sale were issued in its favor and registered with the Register of Deeds of Nueva Ecija on May 27, 1976. As the mortgagors-spouses failed to redeem the lots within a year from its registration, the mortgagee bank consolidated its ownership over the subject lots. Nonetheless, respondent continued in possession of the lands.

Thereafter, negotiations were conducted between the manager of the mortgagee bank Ricardo E. Gonzales and the heirs of the mortgagor-spouses, with the bank offering the heirs priority to repurchase the lots. Respondent Rita S. Vda. de Pariñas and her son Perfecto showed interest in the offer. Thus, it was agreed that respondent would buy back the lots by gradually depositing small amounts for the repurchase of the properties until the full purchase price is paid and, thereafter, the mortgagee bank would execute the corresponding deed of sale in favor of respondent.

Initially, the agreement was carried out by the respondent. Later, however, respondent and her son discontinued depositing money in their account for the repurchase of the lots. Instead, they began to withdraw small amounts from their account until it was depleted and their account closed in November 1982. From then on, nothing was heard from respondent and her son about their intention to repurchase the lots. Thus, the mortgagee bank construed their silence and inaction as a lack of further interest to continue with the agreed plan of sale.

In December 1983, petitioner Felino Samatra, one of the heirs of the mortgagor-spouses and a brother of

respondent, expressed his intention to repurchase the lots from the bank. Consequently, on July 17, 1984, the bank sold the lots to petitioners FELINO SAMATRA and CHARLITA ISIDRO.[4] The sale was duly registered and title was issued in the name of petitioners.[5]

When respondent learned about the sale, she immediately went to the bank and declared that she was ready to buy them back. The mortgagee bank informed her that they were already validly sold to petitioners. Respondent adamantly held on to the lots and continued her possession claiming right over them as agricultural lessee. She filed a complaint with the barangay's Lupong Tagapayapa for reconveyance of the lots as she has right of pre-emption as agricultural lessee. As the issue could not be settled at the barangay level, the Lupon issued a certification to enable the parties to file the necessary action in court.

On December 26, 1984, respondent filed an agrarian case[6] with the Regional Trial Court against the mortgagee bank and the petitioners: (1) to annul the sale by the mortgagee bank of said lots to petitioners, claiming right of pre-emption or legal redemption as agricultural tenant and homelot possessor of the subject lots; (2) to order the mortgagee bank to reconvey the lands to her after exercising her right of legal redemption; and (3) for payment of damages.

In their Answer, petitioners argued that respondent was not an agricultural lessee over the subject lots as it was their parents, mortgagor-spouses Donato Samatra and Macaria Sana, who personally cultivated the lots as previous owners.

After the issues were joined, trial ensued. On October 13, 1994, the trial court rendered a decision[7] in favor of the petitioners. It found that respondent was not a bonafide lessee of the lands as she did not present proof that she personally cultivated them. Not being a bonafide agricultural lessee, the trial court ruled that respondent has no right of pre-emption and legal redemption over said lots. The trial court disposed, thus:

“WHEREFORE, judgment is hereby rendered:

- ordering the dismissal of the complaint;
- declaring the document entitled “KASUNDUANG BUWISAN SA SAKAHAN” as fraudulent, illegal and null and void;
- declaring the sale of the properties in question by the defendant Rural Bank of Sto. Domingo (NE), Inc. in favor of the defendants-spouses Felino Samatra and Charlita Isidro as legal and valid;
- ordering the plaintiff to vacate the subject landholdings and deliver the possession thereof to the spouses Felino Samatra and Charlita Isidro;
- ordering the plaintiff to pay the defendants-spouses Felino Samatra and Charlita Isidro the amount of P50,000.00 as unrealized income from the disputed land from 1984 up to the present;[8]
- ordering the plaintiff to pay to the defendants-spouses Felino Samatra and Charlita Isidro the amount of P3,000.00 as attorney's fees and the amount of P2,000.00 as expenses of litigation and the defendant Rural Bank of Sto. Domingo (N.E.), Inc. the amount of P3,000.00 as attorney's fees and the amount of P2,000.00 as litigation expenses; and
- ordering the plaintiff to pay the costs of suit.

SO ORDERED.”

On appeal, the court of Appeals held that although the appellant did not personally cultivate the subject lands, could still be considered an agricultural lessee as the law allows the lessee to be assisted by farm laborers in

working the land. The Court of Appeals also relied on two (2) documents attesting that the respondent is the registered legitimate agricultural lessee of the disputed lands, thus: (1) the Certification, dated May 8, 1985, issued by the Ministry of Agrarian Reform (MAR) District Officer Eugenio B. Bernardo, in compliance with the Order of the trial court, dated April 23, 1985; (2) an Affidavit of one Ponciano Alejo,[9] President of the Malaya Samahang Nayon, dated October 4, 1984. Although the Court of Appeals ruled that respondent is a bonafide lessee, it denied her the right of pre-emption as she was already given by the bank sufficient opportunity to exercise it but she failed to avail of it. It also held that respondent did not possess the right of redemption as the sale by the mortgagee bank of the disputed lands to petitioners was not unknown to her. Hence, the Court of Appeals disposed:

“WHEREFORE, with the modification declaring the legality and validity of the contract of lease or “KASUNDUAN BUWISAN SA SAKAHAN,” finding appellant Rita S. Vda. de Pariñas a bonafide agricultural lessee/tenant of the landholdings in dispute, viz., Lots Nos. 2891, 2908 and Lot 2434 and deleting the award for damages and attorney’s fees and payment of litigation expenses and cost of suit, the Decision appealed from is AFFIRMED in all other respects.

No Costs.

SO ORDERED.”[10] (emphasis supplied)

Petitioners’ motion for reconsideration was denied.

Hence this petition, where the following issues were raised:

“4.1. WHETHER OR NOT THE TENANCY CONTRACT ENTERED INTO BETWEEN THE MORTGAGORS-SPOUSES DONATO SAMATRA AND MACARIA SANA WITH RESPONDENT RITA S. PARIÑAS DURING THE EFFECTIVITY OF THE MORTGAGE WAS LEGAL AND VALID.

4.2. WHETHER OR NOT RESPONDENT RITA S. PARIÑAS IS A BONAFIDE AGRICULTURAL LESSEE/TENANT OF THE LANDHOLDINGS IN DISPUTE.

4.2.1. Whether or not the Court of Appeals correctly reviewed the findings of the trial court on the issue of whether or not respondent Rita S. Pariñas is deemed to have personally cultivated the landholding, considering the rule that the only duty of the Court of Appeals in agrarian cases is to determine whether the findings of the trial court are supported by substantial evidence.

4.2.2. Whether or not the Court of Appeals correctly appreciated documentary evidence in support of its ruling that respondent Rita S. Pariñas is the one personally cultivating the landholding.

4.2.3. Whether or not the resolution of (sic) this second main issue and its following two corollary issues are tantamount to (sic) questions of law that ought to be reviewed by this Honorable Supreme Court.

4.3. WHETHER OR NOT PETITIONERS ARE ENTITLED TO UNREALIZED INCOME FROM THE TIME THEY PURCHASED THE PROPERTIES IN DISPUTE FROM THE RURAL BANK OF STO. DOMINGO (N.E.) AND TO ATTORNEY’S FEES AND LITIGATION EXPENSES.”

We shall discuss the issues in seriatim.

Petitioners insist that the tenancy contract was illegal as the mortgagor-spouses cannot validly enter into an agricultural lease agreement with respondent during the effectivity of the mortgage contract.

We disagree. The Court of Appeals correctly applied Article 2130 of the Civil Code which renders void any stipulation forbidding the owner from alienating the immovable mortgaged (pacto de non aliendo) property. It is settled that a real estate mortgage does not extinguish the title of the debtor. He does not lose his right to use or

dispose of the mortgaged property (*jus disponendi*) which is one of the principal attributes of ownership. Thus, in the case at bar, the mortgagor-spouses were well within their rights when they constituted respondent as an agricultural lessee and the legality of the leasehold contract cannot be validly assailed on this ground.

The second issue deals with whether or not respondent may be considered a bonafide agricultural lessee of the subject lands as to give her the right to repurchase the foreclosed lands. The findings of the trial court and the Court of Appeals on this matter are directly opposed to each other. Thus, a scrutiny of the evidence on record is in order to determine if there is merit in the petition at bar.

The essential elements of agricultural leasehold relationships are: (1) the parties are the landowner and the agricultural lessee; (2) the subject matter of the relationship is agricultural land; (3) there is consent between the parties to the relationship; (4) the purpose of the relationship is to bring about agricultural production; (5) there is personal cultivation on the part of the agricultural lessee; and (6) the harvest is shared between the landowner and the agricultural lessee.[11]

In the case at bar, the resolution of the second issue involves proof of the fifth element, i.e., personal cultivation of the lands by respondent as to constitute her a bonafide agricultural lessee thereof. While the trial court found that respondent was not a bonafide tenant, the Court of Appeals declared that she is but she failed to exercise her right to redeem the lands within the required period. As a result, both the trial court and the Court of Appeals decreed that the sale of the lands to petitioners is valid although they disagreed on the fact of personal cultivation by respondent as to constitute her a bonafide lessee. Thus, the petitioners now seek a declaration from this Court that the respondent has no right to further possess the disputed lands as she is not a bonafide agricultural lessee thereof.

On this aspect, we find for the petitioners.

In support of her claim of legitimate tenancy, respondent presented the following documents: (1) the Kasunduang Buwisan sa Sakahan, dated January 3, 1975; (2) the certificate of the Ministry of Agrarian Reform (MAR) District Officer Eugenio B. Bernardo; and (3) the October 4, 1984 affidavit of Ponciano Alejo, President of the Malayang Samahang Nayon. We find, however, that these documents are insufficient to support respondent's claim of tenancy.

First, the Kasunduang Buwisan sa Sakahan entered into by the original owners and the respondent does not per se prove that respondent is a bonafide lessee. The five (5) elements of agricultural leasehold relationship are still required to be established. In the case at bar, the element of personal cultivation by the respondent was not adequately proved. This is fatal to respondent's cause as without the element of personal cultivation, a person cannot be considered a tenant even if he is so designated in the written agreement of the parties.[12]

Second, the Certification issued by MAR District Officer Bernardo is likewise insufficient to prove that respondent is a bonafide lessee as it did not make a finding that respondent personally cultivated the land either by herself or through farm laborers. The Certification simply made a general conclusion that respondent is a registered agricultural lessee of the lands per records of their office, as the Kasunduang Buwisan sa Sakahan was registered there.

Third, the 1984 Affidavit of Alejo,[13] the President of the Malayang Samahang Nayon likewise deserves scant consideration. Its contents leave much to be desired insofar as proof that respondent is a bonafide lessee of the subject lots. Its ambiguous and sweeping statements cannot support respondent's claim of legitimate tenancy. Consider these statements:

“2. That on July 2, 1984, I issued a certification that one MR. DONATO SAMATRA, of Barangay Malaya,

Sto. Domingo, Nueva Ecija is the owner, and at the same time the actual tiller of two (2) parcels of agricultural land situated thereat, with a combined area of 26,746 square meters, more or less including a residential portion, without carefully verifying the facts.

3. That it now appears that I was misled into believing, and thus certifying, that said landholding was not tenanted but is actually being tilled by the registered owner DONATO SAMATRA;

4. That in truth and in fact, said landholding is tenanted by virtue of a “Kasunduang Buwisan sa Sakahan,” dated January 3, 1975, by and between its registered owner DONATO SAMATRA and RITA S. VDA. DE PARIÑAS, with Rufino Q. Roque and Ernesto C. Castelo as instrumental witnesses, and which document is known as Dok. Blg. 145; Pahina Blg. 50; Aklat Blg. VII, duly notarized by Hon. Judge Manuel Dela Cruz, Notary Public Ex-Oficio and registered with the Office of the Municipal Treasurer of Sto. Domingo, Nueva Ecija, on the same date;

5. That I am executing this affidavit in order to set the record straight and to correct an error that may prejudice, or may have prejudiced, the lawful tenant, possessor and cultivator, MRS. RITA S. VDA. DE PARIÑAS.” (emphasis supplied)

Thus, it appears that Alejo based the foregoing affidavit certifying that respondent is the actual cultivator and lawful lessee of the land solely on the existence of the registered contract of agricultural lease. His certification on the fact of personal cultivation by the respondent as to constitute her a bonafide or legitimate lessee was not based on personal knowledge or factual information. There is no mention in his Affidavit that he investigated respondent’s status and saw for himself or knew for a fact that respondent personally cultivated the lots. His Affidavit is wanting in particulars and its ambiguous contents were never explained in court. We likewise find it curious that Alejo had earlier issued a conflicting Affidavit,[14] dated July 2, 1984, certifying that the subject lands were untenanted and the actual tiller was the mortgagor Donato Samatra. Three months later, he issued the aforementioned Affidavit stating in paragraph 3 that it was respondent who personally cultivated the lands. Curiously, Alejo did not elaborate in the same Affidavit or during the trial of the case the circumstances and reasons that allegedly misled him to issue the first certificate.

In the light of these two (2) conflicting affidavits issued by Alejo, the issue on personal cultivation by the respondent as to constitute her a bonafide lessee was not adequately proved. We reiterate our ruling in *Bernas vs. Court of Appeals*[15] that the legal question of agricultural leasehold relationship cannot be made to depend on mere certifications issued by the president or officers of associations and organizations. This ruling applies with greater force in the case at bar as the documents and certifications issued by the same person contradict each other.

Aside from respondent’s conflicting documentary evidence, the trial court rightly observed that respondent was of advance age which immediately puts in doubt her ability to personally cultivate the disputed lands. It would have been appropriate for respondent to have testified on her behalf or presented witnesses to attest that she performed any of the various acts of caring for the plants, as to fall under the definition of “personal cultivation.”[16] While the evidence shows that respondent was in possession of the lands, it is not enough to prove that she cultivated them. As correctly pointed out by petitioners, cultivation, although not limited to plowing and harrowing of the soil, requires some general industry on the part of the tenant in caring for the plants. In the case at bar, we find absolutely no evidence on record to show that respondent performed any act that may be considered as falling under the phrase “personal cultivation.” Neither can we affirm the Court of Appeals’ conclusion that, although respondent may not have personally cultivated the lands, she could have been helped by farm laborers in the care of the plants as this is allowed by law. To be sure, there is a dearth of evidence on record to show that respondent personally cultivated the lands, much less that she was assisted by hired personnel in her

farm work.

Prescinding from these premises, we affirm the conclusion of the trial court that respondent is not a bonafide agricultural lessee of the subject lands for failure to prove the important element of personal cultivation.

Finally, we affirm the award of actual damages to petitioners in the form of unrealized income from the lands in view of respondent's refusal to surrender the disputed lands to them. The actual amount thereof should be recomputed by the trial court based on the total expected harvest from the date the lots were sold to petitioners in 1984 until finality of the decision. However, we affirm the deletion of the award of attorney's fees and litigation expenses as the trial court failed to discuss in its Decision the reasons for their grant. The settled rule is that the matter of attorney's fees cannot be mentioned only in the dispositive portion of the decision.[17] The same goes for the award of litigation expenses. They must be clearly explained and justified by the trial court in the body of its decision for the general rule is that attorney's fees and expenses of litigation cannot be recovered in the absence of stipulation.[18]

IN VIEW WHEREOF, the impugned Decision of the Court of Appeals in CA-G.R. CV No. 51831, dated March 12, 1999, is SET ASIDE. The Decision of the Regional Trial Court, Branch 37, Sto. Domingo, Nueva Ecija, dated October 17, 1994, in Agrarian Case No. 113/Civil Case No. SD-1194, is REINSTATED, with the modifications that the awards of attorney's fees and litigation expenses to petitioners are deleted. The records of the case are remanded to the court a quo for recomputation of the proper amount of actual damages to be paid by respondent Rita S. Vda. de Pariñas to petitioners Felino Samatra and Charlita Isidro.

SO ORDERED.

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

[1] Lot Nos. 2891 and 2908.

[2] Lot No. 2434.

[3] Rollo, p. 42.

[4] Counter-Affidavit of mortgagee bank manager Ricardo E. Gonzales, paragraphs 6-9, Original Records, volume 1, pp. 27-28.

[5] Original Records, volume 1, p. 23.

[6] Agrarian Case No. 113, Civil Case No. SD-1194, Regional Trial Court; Branch 28, Cabanatuan City, Complaint, Original Records, volume 1, pp. 1-8.

[7] Penned by Judge Senen R. Saguyod, Regional Trial Court, Third Judicial Region, Branch 37, Sto. Domingo, Nueva Ecija; Rollo, pp. 43-48.

[8] This order was based on the trial court's finding that respondent took possession of the disputed lots and appropriated for herself the palay harvests from 1984 until the decision of the court in said case in 1994; See page 5 of the trial court's decision, Rollo, at p. 47.

[9] Original Records, volume 1, p. 35.

[10] Decision, dated March 12, 1999, penned by Associate Justice Bernardo P. Abesamis and concurred in by Associate Justices Jainal D. Rasul and Conchita Carpio-Morales; Rollo, p. 38.

[11] Cuaño vs. Court of Appeals, 327 SCRA 122 (1994).

[12] Castillo vs. Court of Appeals, 205 SCRA 529 (1992).

[13] Original Records, volume 1, p. 35.

[14] Ibid., p. 22.

[15] 225 SCRA 119, 137 (1993).

[16] This is not limited to the plowing or harrowing of land. Cultivation includes preparation of the seedbed (plowing, harrowing, watering of seedbed), scattering of seeds and care of the seedlings; maintenance, repair and weeding of dikes, paddies and irrigation canals in his landholdings, pulling and bundling of seedlings preparatory to their transplanting, care of the growing plants, gathering and bundling of the reaped harvest, piling of the bundles into small stacks, preparation of the place where the harvest is to be stacked, gathering of the small stacks and transportation to the place where they are to be stacked, or piling into a big stack preparatory to threshing. See Rulings from the SCRA in Agrarian Cases, Milagros A. German, pp. 114-115, 1989 edition.

[17] Development Bank of the Philippines vs. Court of Appeals, 262 SCRA 246 (1996).

[18] Article 2208, New Civil Code.

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