

LORETO REYES, PETITIONER, VS. SPOUSES HONORIO AND JOSEFINA B. JOSON, DOMINADOR MASANGKAY, AND RENATO ROBLES, RESPONDENTS.*G.R. No. 143111. June 07, 2007*

Ponente: SANDOVAL-GUTIERREZ, J.

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For our resolution is the Petition for Review on Certiorari assailing the Decision dated March 13, 2000 of the Court of Appeals in CA-G.R. SP No. 41797[1] reversing the Decision of the Department of Agrarian Reform Adjudication Board (DARAB) dated May 2, 1996 and Resolution dated August 12, 1996 in DARAB Case No. 1021 (Reg. Case No. 03-029-Bataan '90).

Sometime in 1963, Hilarion Caragay hired Loreto Reyes, petitioner, as caretaker/watcher of a fishpond within Lot No. 1482 (of the Balanga Cadastre) situated in Doña Francisca, Balanga, Bataan. Caragay was then leasing the fishpond from its owner, Apolonio Aguirre. In 1973, Caragay's lease contract expired. Tomas Aguirre, son of Apolonio Aguirre (deceased), leased the fishpond to Honorio Joson for the period from 1973 to 1982. Upon the expiration of the lease in 1982, Tomas Aguirre appointed Joson administrator of the fishpond.

During these successive lease agreements, petitioner continued to work in the fishpond as caretaker/watcher.

As administrator of the fishpond, Joson, in June 1984, leased it to Felizardo Malibiran for five years. The lease contract bears the signature of petitioner as *bantay palaisdaan*. [2] Malibiran then retained petitioner as fishpond caretaker/watcher during the five-year lease period.

Upon the expiration of Malibiran's lease, possession of the fishpond reverted to Joson who allowed petitioner to continue working as caretaker/watcher. Sometime in November 1989, Caragay, the former lessee, re-entered the fishpond and proceeded to harvest bangus and prawns therefrom with the assistance of petitioner. The latter was of the impression that a new lease contract had been executed between Joson, the administrator of the property, and Caragay.

Caragay refused to vacate the premises, prompting Joson to file with the Municipal Trial Court (MTC) of Balanga, Bataan a complaint for forcible entry, docketed as Civil Case No. 1343. Eventually, the parties reached a compromise agreement wherein Caragay and all persons working under him agreed to vacate the property. In a Decision dated March 4, 1990, the MTC approved the said compromise agreement. However, Caragay and his workers, including petitioner, failed to comply with the compromise agreement, hence, the MTC issued a writ of execution.

Thereupon, petitioner filed with the Regional Trial Court (RTC), Branch 3, Balanga, Bataan a petition for injunction with prayer for a temporary restraining order (TRO) against spouses Honorio and Josefina Joson, et al., docketed as Civil Case No. 5825. Initially, the RTC issued a TRO enjoining the MTC from implementing the writ of execution.

However, on August 9, 1990, the RTC rendered a Decision dismissing the petition for injunction for lack of jurisdiction, thus:

WHEREFORE, pursuant to Section 50 of RA 6657 which divested this court of jurisdiction to try agrarian disputes and conferring upon the DAR the primary jurisdiction to determine and adjudicate Agrarian Reform matters, this case is hereby DISMISSED, without prejudice to the parties availing themselves of the remedy provided for under RA 6657; the Comprehensive Agrarian Reform Law.

SO ORDERED.

Thus, the MTC issued an alias writ of execution in Civil Case No. 1343 for forcible entry. It was implemented by the sheriff on October 3, 1990 resulting in the ejectment of petitioner from the fishpond. In the meantime, on October 1, 1990, petitioner filed with the Provincial Agrarian Reform Adjudication Board (PARAD), San Fernando, Pampanga a complaint for maintenance of peaceful possession with prayer for a TRO, docketed as DARAB Case No. 029-Bat'90. Impleaded as respondents were spouses Honorio and Josefina Joson, Dominador Masangkay and Renato Robles, herein respondents. Petitioner alleged that he is an agricultural tenant on the subject fishpond; that he is entitled to security of tenure and, therefore, cannot be summarily ejected from the property; that Hilarion Caragay, a lessee, hired him as a fishpond cultivator-industrial partner (bantay kasama); that his share consisted of 50% of the harvest; that when Caragay's lease expired, Honorio Joson, overseer of Tomas Aguirre, owner of the property, hired him as caretaker-industrial partner (bantay kasama); and that his status as such continued for fourteen (14) years and ripened into a bona fide tenant by operation of law.

Respondent Honorio Joson denied the allegations, contending that petitioner is a mere fishpond watcher who was first hired as such by Hilarion Caragay in 1963 and has been retained by the succeeding lessees, including Felizardo Malibiran and respondents Dominador Masangkay and Renato Robles.

On August 18, 1992, the Provincial Adjudicator rendered a Decision, the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered:

- 1) DECLARING the plaintiff, Loreto Reyes, the lawful tenant over the subject landholding;
- 2) MAKING the temporary restraining order permanent;
- 3) ORDERING the respondent to respect the peaceful possession and actual occupation of the plaintiff Loreto Reyes.

On appeal, the DARAB, in a Decision dated May 2, 1996, affirmed the judgment of the PARAD, thus:

WHEREFORE, finding no reversible errors in the appealed Decision, the same is hereby AFFIRMED IN TOTO. Since however, plaintiff-appellee Loreto Reyes is already ejected from the fishpond in question, defendants-appellants spouses Honorio and Josefa Joson and the owner they represent, Don Tomas Aguirre, and also their co-defendants-appellants Dominador Masangkay and Renato Robles and other and any persons proceeding from them, are hereby ordered to reinstate back the plaintiff-appellee as tenant-tiller to the fishpond in question immediately and without further delay. The same defendants-appellants, the owner and other persons proceeding from them are likewise ordered to peacefully vacate the premises of the said fishpond and surrender to plaintiff-appellee Loreto Reyes the actual and physical possession and cultivation/watching of the said land. Plaintiff-Appellee should accordingly share or pay rental from the fish harvests to the owner or his representative/attorney-in-fact. The defendants-appellants are likewise ordered to pay plaintiff-appellee the amount of Twenty Thousand (P20,000.00) pesos as damages and attorney's fees plus the costs of suit.

With the denial of their motion for reconsideration, respondents filed with the Court of Appeals a petition for review, docketed as CA-G.R. SP No. 41797. They alleged therein that the DARAB erred in finding that petitioner is an agricultural tenant.

On March 13, 2000, the Court of Appeals rendered its Decision granting respondents' petition and setting aside the DARAB's challenged Decision. The appellate court held:

Moreover, respondent DARAB's conclusion that private respondent was installed as tenant or fishpond-cultivator by lessee Hilarion Caragay does not square with certain uncontroverted facts of the case. To be sure, it was from 1963 to 1973 that the fishpond was leased to Hilarion Caragay. Thereafter, the fishpond was leased to petitioner Joson from 1973 to 1982, after which period petitioner Joson was appointed by the owner as administrator. As such administrator, petitioner Joson was authorized to lease the fishpond. And so it was that in 1984, petitioner leased the fishpond to Felizardo Malibiran for a term of 5 years (Annex M, p. 117, rollo). As we adverted earlier, in the lease contract with Malibiran, it was explicitly stipulated that Malibiran was granted the right to hire or employ his own fishpond watcher or "bantay palaisdaan", although the parties therein expressed their preference for private respondent to be hired or taken as such fishpond watcher or "bantay palaisdaan." Significantly, private respondent affixed his signature on the lease contract with Malibiran and he signed the same in his capacity as "Bantay Palaisdaan" (Annex M, supra). Needless to state, if private respondent already regarded himself as tenant on the fishpond when it was still leased to Hilarion Caragay, it would have been unthinkable for him to conform to the aforementioned stipulation in the Malibiran lease contract which treated him only as fishpond watcher or "bantay palaisdaan" and to further sign the said lease contract in that capacity and not as purported tenant on the said fishpond.

In the light of the foregoing discussion, we hold that respondent DARAB erred in declaring private respondent Reyes as tenant on the fishpond in question. As explained elsewhere, not only is such conclusion contradicted by private respondent's own averments in the complaint he filed with the PARAD but also incompatible with his act of signing the Malibiran lease contract in his capacity as fishpond watcher and not as tenant. To repeat, the said lease contract expressly referred to private respondent as fishpond watcher. More importantly, the aforesaid conclusion is not supported by substantial evidence. Thus, other than private respondent's mere say-so, no evidence was presented to prove his alleged sharing of the produce either with Caragay, with herein petitioner, with Malibiran and much less with the owner himself. As aptly said, sharing of harvest is an essential requisite of tenancy and the absence of any proof thereof negates the existence of such relationship (Caballes vs. DAR, 168 SCRA 247 [1988]).

Hence, this petition.

The fundamental issue for our determination is whether petitioner is an agricultural tenant and, therefore, enjoys security of tenure.

Petitioner contends that since both the PARAD and the DARAB found that a tenancy relationship exists between him and respondents, such factual finding is deemed conclusive.

For their part, respondents claim that the Court of Appeals did not err when it ruled that no evidence was presented by petitioner to prove the elements of a tenancy relationship. Petitioner is a mere fishpond caretaker. He was never instituted by the owner as an agricultural tenant over the subject property.

The principal factor in determining whether a tenancy relationship exists is intent. Tenancy is not a purely factual relationship dependent on what the alleged tenant does upon the land. It is also a legal relationship. The intent of the parties, the understanding when the farmer is installed, their written agreements, provided these are complied with and are not contrary to law, are even more important.[3]

The essential requisites to establish a tenancy relationship are: 1) that the parties are the landowner and the tenant or agricultural lessee; 2) that the subject matter of the relationship is 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.[4]

All the above elements must concur in order to create a tenancy relationship. The absence of one does not make an occupant of a parcel of land, a cultivator or a planter thereon, a de jure tenant. It is only when an individual has established his status as a de jure tenant that he is entitled to security of tenure and would thus come under the coverage of existing tenancy laws.[5]

Here, consent on the part of the landowner to a tenancy arrangement is clearly absent. The right to hire a tenant is a personal right of the landowner. Indeed, there is no proof that Tomas Aguirre, the owner of the fishpond, hired petitioner as a tenant.

Our ruling in *Berenguer, Jr. v. Court of Appeals*[6] is relevant, thus:

Respondent Mamerto Venasquez claims that he has been tenant and overseer of the landholding in question from 1950 up to 1974, while the other private respondents declare in their respective affidavits (Exhs. "A", "B" and "C") that they were taken in as tenants by Venasquez in his capacity as overseer of the petitioner landowner.

The aforequoted provisions (Section 5, Republic Act 1199) expressly require the consent of the true and lawful landowner before a tenancy relationship can be created. As far as the private respondents who based their status as tenants on their agreement with the alleged overseer Mamerto are concerned, the element of consent is unmistakably absent. There is no showing that the petitioner-land-owner authorized Mamerto to employ on the former's behalf any tenants on the landholding under consideration. Neither did the said private respondents substantiate their claim that the petitioner personally knew about their arrangements with Mamerto. Their self-serving statements regarding their tenancy relations with the petitioner cannot establish the claimed relationship.

Petitioner insists he was hired to work on the fishpond as bantay-kasama for 14 years; that he maintained a 50-50 sharing arrangement with respondents; and that his status as such has ripened into a bona fide tenant by operation of law. Suffice it to state that the records of this case fail to show there was a sharing of harvests between petitioner and the owner of the fishpond. Besides, the fact of crop sharing by itself is not enough to establish tenancy as it is not unusual for a landowner to receive the produce of the land from a caretaker who sows thereon.[7]

Moreover, mere occupation or cultivation of an agricultural land does not automatically convert a tiller or farm worker into an agricultural tenant recognized under agrarian laws.[8] Occupancy and continued possession do not make one a de jure tenant.[9] Tenancy status only arises if an occupant has been given possession of an agricultural landholding for the primary purpose of agricultural production which, in this case, is significantly absent. Based on the records, petitioner was a mere fishpond watcher/caretaker.

As correctly ruled by the Court of Appeals, there is no evidence to prove petitioner's claim he is a tenant on the subject fishpond. His bare assertions are insufficient. To prove a tenancy relationship, the requisite quantum of evidence is substantial, defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.[10]

At any rate, we find it imperative to state that Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, has abolished the agricultural share tenancy.[11]

WHEREFORE, we DENY the petition. The Decision of the Court of Appeals in CA-G.R. SP No. 41797 dated March 13, 2000 is AFFIRMED in toto. Costs against petitioner.

SO ORDERED.

Puno, C.J., (Chairperson), on official leave.

Corona, Azcuna, and Garcia, JJ., concur.

[1] Rollo, p. 31. Penned by Associate Justice Godardo A. Jacinto (retired), with Associate Justice Rodrigo V. Cosico and Associate Justice Wenceslao I. Agnir, Jr. (retired), concurring.

[2] Rollo, p. 58.

[3] Valencia v. Court of Appeals, G.R. No. 122363, April 29, 2003, 401 SCRA 690, citing Isidro v. Court of Appeals, G.R. No. 105586, December 15, 1993, 228 SCRA 503, 511.

[4] Laresma v. Abellana, G.R. No. 140973, November 11, 2004, 442 SCRA 156.

[5] Caballes v. Department of Agrarian Reform, G.R. No. 78214, December 5, 1998, 168 SCRA 254, citing Tiongson v. Court of Appeals, L-62626, July 18, 1984, 130 SCRA 482.

[6] L-60287, August 17, 1988, 164 SCRA 431, 439.

[7] Rivera v. Santiago, G.R. No. 146501, August 28, 2003, 410 SCRA 125.

[8] Danan v. Court of Appeals, G.R. No. 132579, October 25, 2005, 474 SCRA 126.

[9] Ambayec v. Court of Appeals, G.R. No. 162780, June 21, 2005, 460 SCRA 545.

[10] Deloso v. Marapao, G.R. No. 144244, November 11, 2005, 474 SCRA 592.

[11] Section 4 of the law provides:

Section 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 exercise his option to elect the leasehold system: x x

x

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