

FERNANDO DATU, ET AL., PETITIONERS, VS. HON. JUDGE DOMINGO M. CABAÑGON, ET AL., RESPONDENTS.*G.R. No. 14590. May 25, 1960*

Ponente: BAUTISTA ANGELO, J.

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Modesto Diaz brought this action before the Court of Agrarian Relations seeking his reinstatement as tenant of a parcel of land with a seedling capacity of three cavans of palay situated in Barrio Sta. Rosario, Magalang, Pampanga. He claims that sometime in May, 1957, his landlord Fernando Datu ejected him from the land without authority of court placing in his place Policarpio Lagin and Vitoriano Tolentino, and that in spite of the intervention of the mayor the landlord refused to reinstate him for which reason he suffered damages in the amount of 60 cavans of palay per agricultural year.

Fernando Datu, in his answer, claims that if Modesto Diaz worked on the land for the year 1956 it was only due to his insistent request on condition that after the harvest of that year he would voluntarily relinquish the land in favor of the true tenants and that it was not true that after he had left the land he asked for reinstatement. He claims as special defense that Modesto Diaz was before 1956 merely a driver of his truck to haul sugar cane and that after the harvest of the crop year 1956 he was employed as driver of the truck of one Diomedes Jocson; that in the year 1956 Diaz insistentlly requested that he be allowed to work a portion of the land not planted to sugar cane to which request he agreed and after the harvest Diaz voluntarily returned the land to his former tenants who worked thereon for the crop year 1957-1958.

After hearing, the court found for Modesto Diaz and rendered judgment the dispositive part of which reads:

"Wherefore, Fernando Datu, is hereby directed to reinstate the petitioner Modesto Diaz, as agricultural tenant, to the landholding in question. Respondent-landholder, Fernando Datu, is further required to pay the petitioner, Modesto Diaz, the amount of 15.03 cavans of palay to Modesto Diaz or its equivalent in terms of cash in Philippine Tender based on the price fixed by the FaCoMa nearest the landholding, at the time of payment, every agricultural year, beginning with agricultural year 1957-1958 until Modesto Diaz is fully reinstated or restored to the landholding in question by the respondent, Fernando Datu.

"The other respondents, Policarpio Lagin and Victoriano Tolentino or their privies who are Florentino Lagin and Marino Tolentino are hereby directed to leave and vacate the landholding in question."

Their motion for reconsideration having been denied, Fernando Datu and his co-respondents brought the present appeal on a petition for certiorari.

The facts as found by the agrarian court are: The landholding in question with an area of 2½ hectares was formerly planted to sugar cane by Alejandro Silva up to the Agricultural year 1954. In the next crop year, the land was retained to be ratooned but the ratoon was destroyed by carabaos. In June, 1956, the land was planted to palay by Modesto Diaz under the 70-30 sharing ratio pursuant to a joint affidavit executed by Diaz, on one hand, and by Ceferino Cunanan, Policarpio Lagin and Eladio Cunanan, in behalf of Fernando Datu, on the other. By virtue of

that affidavit, Diaz cared for the palay crop until it matured and the same was liquidated on the 70-30 sharing basis in his favor. After the harvest of 1956-1957 palay crop, Diaz worked as driver of Diomedes Jocson. For the crop year 1957-1958, the land was given to Policarpio Lagin and Victoriano Tolentino by Fernando Datu because Modesto Diaz allegedly did not ask for his retention as tenant, but in May, 1957, upon the request of Diaz, the Mayor of Magalang, Pampanga, talked to Datu to reinstate Diaz but Datu refused.

Petitioners contend that the land which respondent Diaz worked in 1956 is part of the landholding of his two tenants Policarpio Lagin and Victoriano Tolentino and such being the case Fernando Datu could not validly dispossess them and create another tenancy relationship with Diaz there being no valid reason for dispossessing said true tenants. This contention is untenable for, as found by the agrarian court, when the land was given to Diaz by Datu the same was already free for it has already been relinquished by its former tenant Alejandro Silva who severed his tenancy relationship with Datu after the agricultural year 1954.

Petitioners also argue that if the former tenant Alejandro Silva could be separated from his landholding because of his abandonment thereof, Fernando Datu could likewise terminate the tenancy relationship he created with Modesto Diaz because the latter likewise gave up voluntarily his landholding after the agricultural year of 1956. This contention is also untenable, for the evidence shows that Diaz never abandoned his landholding but was actually dispossessed thereof when Datu gave the land to his co-petitioners Policarpio Lagin and Victoriano Tolentino upon the claim that his agreement with Diaz was only for that agricultural year and, as a matter of fact, Diaz even asked for the intervention of the Mayor of Magalang for his reinstatement which intervention failed because of the stubborn refusal of Datu, thus prompting Diaz to institute the present proceeding.

It is true that Modesto Diaz became the tenant of the land in 1956 pursuant to a joint affidavit executed between him and three other persons, namely, Ceferino Cunanan, Policarpio Lagin and Eladio Cunanan, who signed said affidavit in behalf of landlord Fernando Datu, and wherein it was agreed that Diaz shall return the landholding to its true tenants after the harvest of said crop year, but such agreement cannot justify the dispossession of Diaz as tenant because by express provision of the law; that can only be done for any of the reasons therein provided and not because of any stipulation which puts a limit to the tenancy relationship. Thus, Section 49 of Republic Act 1199 provides:

"Sec. 49. Ejectment of tenant.—Notwithstanding any agreement or provision of law as to the period, in all cases where land devoted to any agricultural purpose is held under any system of tenancy, the tenant shall not be dispossessed of his holdings except for any of the cause hereinafter enumerated and only after the same has been proved before and the dispossession is authorized by the court." (Italics supplied)

Even if the affidavit above referred to be considered as an agreement entered into between Diaz and the representatives of Fernando Datu as regards the former's tenancy relationship wherein Diaz stipulated that he shall return the landholding after the termination of the crop year 1956, the same cannot be considered as a ground for dispossession, it being expressly prohibited by law, the idea being to give to tenants some security of tenure of their landholding in order that they may enjoy the same peacefully for their benefit and that of their family. Tenure can only be terminated for causes provided for by law after the same have been duly proven (Section 49, Republic Act 1199). The expiration of the period of the contract as fixed by the parties does not of itself extinguish the tenancy relationship (Section 9, Id.). Of course, it is different if the tenant voluntarily surrenders his landholding which may be a ground of terminating the relationship, but here there was no such surrender. On the contrary, Diaz asked for his reinstatement through the intervention of the Mayor of Magalang but the intervention was unheeded by Fernando Datu. It is evident that his dispossession was unauthorized and as such he is entitled to reinstatement. The trial court, therefore, did not err in so authorizing it.

Wherefore, the decision appealed from is affirmed, with costs against petitioners.

Paras, C. J., Bengzon, Padilla, Labrador, Concepcion, Barrera, and Gutierrez David, JJ., concur.
Montemayor, J., did not take part.

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