

LUDO & LUYM DEVELOPMENT CORPORATION AND/OR CPC DEVELOPMENT CORPORATION, PETITIONERS, VS. VICENTE C. BARRETO AS SUBSTITUTED BY HIS HEIRS, NAMELY: MAXIMA L. BARRETO, PEREGRINA B. ...

G.R. NO. 147266. September 30, 2005

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

The Case

This is a petition for review on certiorari under Rule 45 of the Rules of Court seeking the reversal of the Decision[1] dated 24 November 2000, and the Resolution[2] dated 26 January 2001, rendered by the Court of Appeals in CA-G.R. SP No. 46025, which annulled and set aside the decision[3] dated 14 May 1997, and resolution[4] dated 12 August 1997, of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 0776. In its decision, the DARAB affirmed the ruling[5] dated 03 April 1992 of the DARAB Regional Adjudication Office[6] (Regional Office) in favor of petitioners LUDO & LUYM Development Corporation (LUDO) and CPC Development Corporation (CPC) in Reg. Case No. 12-39-000-52-91.

The Facts

The present petition stemmed from a complaint[7] for "Opposition Against the Application for Renewal of the Conversion Order/Claim for Payment of Disturbance Compensation Plus Damages" filed on 30 April 1991 by Vicente C. Barreto against herein petitioners LUDO and CPC before the DARAB Regional Office in Iligan City, Lanao del Norte.

The landholding subject of the case at bar involves a thirty-six-hectare land, six hectares of which were devoted for the planting of coconuts, while the remaining thirty hectares had been planted with sugarcane. The land is covered by Transfer Certificate of Title No. 18822-25.

The facts are beyond dispute.

In 1938, Vicente C. Barreto, as tenant of landowner Antonio Bartolome, worked on and cultivated two hectares of land devoted to sugarcane plantation.

In 1956, Antonio Bartolome sold the entire estate to LUDO with the latter absorbing all the farmworkers of the former. Vicente C. Barreto was designated as a co-overseer with Bartolome on the six-hectare coco land portion of the estate, pending the development of the entire estate into a residential-commercial complex. It was agreed that the new owner, herein petitioner LUDO, Antonio Bartolome and complainant Vicente C. Barreto will share in the harvests.

In 1972, when sugarcane production became unprofitable, herein petitioner LUDO discontinued the planting of the same and shifted to cassava production. Soil analysis revealed later, however, that the land was not suitable

for cassava production and so the same was also discontinued.

In 1975, City Ordinance No. 1313, otherwise known as the Zoning Regulation of Iligan City, was passed. Pursuant thereto, the subject landholding fell within the Commercial-Residential Zone of the city.

Sometime in 1978, having decided to convert the entire estate into a residential-commercial complex, herein petitioner LUDO instructed Antonio Bartolome, who, in turn, instructed complainant Vicente C. Barreto, to submit a list of its legitimate farmworkers so that they may be given some sort of disturbance compensation. Accordingly, such list was submitted. Some farmworkers accepted "disturbance" compensation, while the others who refused to accept the same instituted Court of Agrarian Reform (CAR) Cases No. 48[8] and No. 59.[9] In the latter case, Vicente C. Barreto was impleaded as a party defendant in his capacity as a co-overseer of the entire estate. Ultimately, said cases were settled by compromise agreements.

On 30 March 1978, the Department of Agrarian Reform (DAR) issued a conversion permit[10] to herein petitioner LUDO authorizing the conversion of the entire estate into a residential/commercial lot.

Ten years later, or on 24 November 1988, herein co-petitioner CPC, the developer of the subject property, wrote the Secretary of the DAR to ask for the renewal of the conversion permit earlier issued to the owner, herein petitioner LUDO, as required by the Housing and Land Use Regulatory Board, in relation to the revised subdivision plan of herein co-petitioner developer CPC for the subject property. Vicente C. Barreto fervently opposed the above move by filing on 30 April 1991 a letter-complaint before the DARAB Regional Office in Iligan City, Lanao del Norte, on the ground that such act was one of the prohibited acts enjoined by Section 73 of Republic Act No. 6657.[11]

SEC. 73. Prohibited Acts and Omissions. - The following are prohibited:

(a)The ownership or possession, for the purpose of circumventing the provisions of this Act, of agricultural lands in excess of the total retention limits or award ceilings by any person, natural or juridical, except those under collective ownership by farmer-beneficiaries.

(b)The forcible entry or illegal detainer by persons who are not qualified beneficiaries under this Act to avail themselves of the rights and benefits of the Agrarian Reform Program.

(c)The conversion by any landowner of his agricultural land into any non-agricultural use with intent to avoid the application of this Act to his landholdings and to dispossess his tenant farmers of the land tilled by them.

(d)The willful prevention or obstruction by any person, association or entity of the implementation of the CARP.

(e)The sale, transfer, conveyance or change of the nature of lands outside of urban centers and city limits either in whole or in part after the effectivity of this Act. The date of the registration of the deed of conveyance in the Register of Deeds with respect to titled lands and the date of the issuance of the tax declaration to the transferee of the property with respect to unregistered lands, as the case may be, shall be conclusive for the purpose of this Act.

(f)The sale, transfer or conveyance by a beneficiary of the right to use or any other usufructuary right over the land he acquired by virtue of being a beneficiary, in order to circumvent the provisions of this Act. [Emphasis supplied.]

In a letter[12] dated 29 July 1991, CPC formally informed Vicente C. Barreto of the termination of his employment as a co-overseer of the subject landholding due to the fact that the management has "already commenced selling our subdivision lots and therefore, we have to start cutting coconut trees and other plants, especially within the subdivision area...."

After hearing the parties, the DARAB Regional Office (Region XII) in Iligan City, Lanao del Norte, rendered a decision, dated 03 April 1992, in favor of respondents, herein petitioners, LUDO and CPC. The fallo of the said decision reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the respondents and against the complainant. Complainant's opposition against the application for renewal of the conversion order, his claims for payment of disturbance compensation and damages are hereby DISMISSED for lack of merit. Complainant's relocation or payment of disturbance compensation is addressed to the humanitarian disposition of the respondents, as the complainant has no legal right of possession much less ownership over the premises he is residing. NO COSTS.[13]

In arriving at its decision, the DARAB Regional Office found that there was no tenancy relationship existing between respondent LUDO and complainant Vicente C. Barreto, thus, no disturbance compensation was due the latter for having been dispossessed of the six-hectare landholding he had been tilling. The DARAB Regional Office gave ample credence to the affidavit of Antonio Bartolome, complainant's co-overseer and former owner of the thirty-six-hectare landholding. In said affidavit, Bartolome stated that "the complainant was one of his farmworkers who was then cultivating a two-hectare portion of his land which was devoted to sugarcane production at the time of sale in 1956. Thereafter, they were jointly designated as overseers of the entire LUDODEV estate and subsequently on the six-hectare portion of the estate which was planted with coconuts."

Likewise, it stated that even granting for the sake of argument that complainant Vicente C. Barreto was indeed a tenant of the landholding, when he did not join as party plaintiff in either of the CAR cases aforementioned, and instead opted to be designated as a co-overseer with Antonio Bartolome, he waived the alleged tenant status, "[h]aving thus waived his tenancy in favor of overseeing, complainant is precluded by estoppel and laches to claim only at this time for disturbance compensation. He simply cannot be allowed to enjoy the benefits flowing from both worlds..."

Furthermore, the DARAB Regional Office also made the pronouncement that as early as 1975, the subject landholding ceased to be agricultural in nature when Conrado F. Estrella, Secretary of the DAR, issued a conversion permit[14] allowing said conversion from agricultural to residential/commercial pursuant to the zoning regulation passed by the legislative authority of Iligan City. The land having ceased to be agricultural in nature as far back as 1975, there was no current legitimate tenant to speak of.

With respect to the claim of complainant Vicente C. Barreto for payment of disturbance compensation, the DARAB Regional Office declared that in view of the preceding paragraph, such had already prescribed by virtue of Section 38 of Rep. Act No. 3844:[15]

SEC. 38. Statute of Limitations. – An action to enforce any cause of action under this Code shall be barred if not commenced within three years after such cause of action accrued.

It explained that the statute of limitation should commence to run from the time of notice to complainant of the intended conversion by the landowner, specifically, sometime in 1974 when petitioner LUDO instructed Antonio Bartolome and complainant Vicente C. Barreto to submit a list of its legitimate farmworkers entitled to disturbance compensation. Thus, by 1978, complainant Vicente C. Barreto's cause of action had already prescribed.

Aggrieved, complainant Vicente C. Barreto appealed the abovementioned decision to the DARAB.

During the pendency of the case, on 29 June 1992, complainant Vicente C. Barreto passed away. His wife and children, herein respondents Maxima L. Barreto, Peregrina B. Uy, Rogelio L. Barreto, Violeta L. Barreto, Florenda B. Templanza, Eduardo L. Barreto, Evelyn B. Bersamin, Cecilia B. Aquino and Nelson Nilo L. Barreto,

were substituted in his stead as complainants-appellants in the appeal.

On 14 May 1997, the DARAB promulgated a decision dismissing the appeal and affirming the assailed decision of the Provincial Adjudicator of the DARAB Regional Office as follows:

WHEREFORE, finding no reversible error in the Decision of the Board a quo, the appeal is hereby DISMISSED for lack of merit.[16]

Complainants-appellants heirs of Vicente C. Barreto then filed a motion for reconsideration. In a Resolution dated 12 August 1997, the Board, finding that no new matters had been adduced by the movant, denied the motion.

Undaunted, they subsequently filed a petition for review on certiorari before the Court of Appeals. The appellate court ruled in favor of petitioners-appellants heirs of Vicente C. Barreto and annulled and set aside the DARAB's decision, stating thus:

WHEREFORE, the petition for review is granted. The assailed Decision promulgated on May 14, 1997 and Resolution dated August 12, 1997 are hereby ANNULLED and SET ASIDE.

Respondents are ordered to pay petitioners disturbance compensation under Sec. 36(1) of R.A. 3844.

Let the records of this case be remanded to the Department of Agrarian Reform Adjudication Board for the computation of disturbance compensation in accordance to law.[17]

Respondents-appellees LUDO and CPC filed a motion for reconsideration but said motion was similarly denied for lack of merit by the Court of Appeals in a resolution dated 02 April 2003.

Hence, this petition.

The Issue

Petitioners LUDO and CPC filed the present petition for review on certiorari under Rule 45 of the Rules of Court praying for the reversal of the above Decision and Resolution of the Court of Appeals premised on an ostensibly simple issue of whether or not there existed a tenancy relationship between petitioner LUDO and Vicente C. Barreto. A reply in the affirmative would necessarily entail the grant of disturbance compensation to respondent heirs of Barreto.

The Court's Ruling

The petition is bereft of merit.

A priori, the question of whether a person is a tenant or not is basically a question of fact and the findings of the Court of Appeals and the Boards a quo are, generally, entitled to respect and non-disturbance. However, this Court finds that there is a compelling reason for it to apply the exception of non-conclusiveness of their factual findings on the ground that the findings of facts of both courts contradict each other. An overwhelming evidence in favor of the late Vicente C. Barreto was overlooked and disregarded. Hence, a perusal of the records and documents is in order.

The issue of whether or not there exists a tenancy relationship between parties is best answered by law, specifically, The Agricultural Tenancy Act of the Philippines[18] which defines "agricultural tenancy" as:

. . . [T]he physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain, either in produce or in money, or in both.[19]

From the foregoing definition, the essential requisites[20] of tenancy relationship are:

- the parties are the landholder and the tenant;
- the subject is agricultural land;
- there is consent;
- the purpose is agricultural production; and
- there is consideration.

All of the above requisites are indispensable in order to create or establish tenancy relationship between the parties. Inexorably, the absence of at least one requisite does not make the alleged tenant a de facto one for the simple reason that unless an individual has established one's status as a de jure tenant, he is not entitled to security of tenure guaranteed by agricultural tenancy laws. Conversely, one cannot be ejected from the agricultural landholding on grounds not provided by law. This is unequivocally stated in Section 7 of Rep. Act No. 3844, which provides:

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.

Fundamentally, the Boards a quo found that the first essential element – is that the parties are the landowner and tenant – is very much absent in the case at bar. In reversing the DARAB's decision, however, the Court of Appeals noted that the DARAB overly relied on the fact that deceased Vicente C. Barreto did not join as party plaintiff the other tenants of petitioner LUDO in CAR Cases No. 48 and No. 59 and instead was impleaded as party defendant in CAR Case No. 59 along with petitioner LUDO. It held that:

The fact that Barreto did not institute a case or did not join the other tenants in CAR Case Nos. 48 and 59 does not imply that he was not a tenant. He precisely filed his opposition before the Board to protect his rights as tenant on the subject six (6) hectare coconut land. His action or rather inaction in the past does not bar him of the petitioners from seeking whatever relief they may be entitled to under the law.[21]

In their memorandum submitted to the Court, petitioners LUDO and CPC, while admitting that Vicente Barreto was a former worker-cultivator/tenant of the subject parcel of land, insist that he was such only during the time when the landholding was still owned by Antonio Bartolome. Thus, they basically deny now the existence of a landlord-tenant relationship between the parties of the instant case. It had the same view as the Boards a quo, that the first essential element indicating the existence of a landlord-tenant relationship, "that the parties are the landowner and the tenant or agricultural lessee,"[22] is essentially lacking. They adamantly maintain that after its sale to petitioner corporation, however, Vicente Barreto opted to waive his right to claim disturbance compensation to become an overseer of the said parcel of land, together with its former owner, Antonio Bartolome. There being no landlord-tenant relationship between Vicente Barreto and petitioner corporation, it asserts that, consequently, respondent legal heirs of Vicente C. Barreto are not entitled to disturbance compensation.

We disagree.

Even as we uphold time and again the existence and validity of implied agricultural tenancy agreements, the inverse does not essentially follow. The intention of a tenant to surrender the landholding and concomitantly the statutory rights emanating from the status of being a tenant, absent a positive act, cannot, and should not, be

presumed, much less determined by implication alone. Otherwise, the right of a tenant to security of tenure becomes an illusory one. Tenancy relations cannot be bargained away except for the strong reasons provided by law[23] which must be convincingly shown by evidence.

In the case at bar, it bears emphasizing that no one has denied the existence of the tenancy status of deceased Vicente C. Barreto over the subject thirty-six-hectare landholding with respect to its former owner, Antonio Bartolome. There being no waiver executed by deceased tenant Barreto, no less than the law clarifies that the existence of an agricultural tenancy relationship is not terminated by mere changes of ownership, in cases of sale or transfer of legal possession as in lease.[24] Section 10 of Rep. Act No. 3844 provides that:

SEC. 10. Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc. – The agricultural leasehold relation under this Code shall not be extinguished ... by the sale, ... of the landholding. In case the agricultural lessor sells, ... the purchaser ... shall be subrogated to the rights and substituted to the obligations of the agricultural lessor.

For this reason, when petitioner LUDO became the owner of the subject landholding, it became subrogated to the rights and obligations of its predecessor-in-interest, Antonio Bartolome, his obligation under the law to the deceased tenant, Vicente C. Barreto, continues and subsists until terminated as provided for by law.

Apropos the matter of deceased respondent Vicente C. Barreto's designation as an overseer, it was held by the Boards a quo that the nature of an overseer goes against the character of a tenant. In contrast, the Court of Appeals' estimation is that:

. . . [R]espondent's purpose in designating Barreto's (sic) as overseer was to bring about the production of coconut. His designation would prove inutile without him performing tasks necessary to take care, supervise and manage the subject landholding. Logically, in the process of taking care, supervising and managing the six-hectare coco land he cultivated the same.[25]

A tenant has been defined under Section 5(a) of Rep. Act No. 1199 as a person who, himself, and with the aid available from within his immediate household, cultivates the land belonging to or possessed by another, with the latter's consent for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both, under the leasehold system. Applying the preceding to the case at bar, what became apparent from the records is that though the late Vicente C. Barreto was designated as a co-overseer of the subject landholding, he was also tilling the land and had a sharing arrangement with petitioner LUDO and Antonio Bartolome. What is glittering, therefore, is that the deceased also took on the added duty of being the overseer of the petitioners. Nothing in law and in the facts of the case at bar excludes one from the other.

We cannot sustain the pronouncements of the Boards a quo to the effect that as early as 1975, the subject landholding ceased to be agricultural in nature when Conrado F. Estrella, Minister of Agrarian Reform issued a conversion permit[26] allowing said conversion from agricultural to residential/commercial pursuant to the zoning regulation passed by the legislative authority of Iligan City. The land having ceased to be agricultural as far back as 1975, there can be no current legitimate tenant to speak of.

To begin with, the declaration by the Boards a quo to the effect that as early as 1975, the subject landholding ceased to be agricultural in nature when the DAR issued a conversion permit is extremely misleading because the conversion permit was not issued in 1975, but was actually signed by then Secretary Estrella only on 30 March 1978. What was in reality referred to by the Boards was only City Ordinance No. 1313, otherwise known as the Zoning Regulation of Iligan City. Pursuant thereto, the subject landholding of the case was reclassified from agricultural to residential/commercial as such fell within the Commercial-Residential Zone of the City of Iligan.

In 1975, the subject landholding was just merely reclassified and not converted.

Reclassification is very much different from conversion. The latter is the act of changing the current use of a piece of agricultural land into some other use as approved by the DAR.[27] Reclassification, in contrast, is the act of specifying how agricultural lands shall be utilized for non-agricultural uses such as residential, industrial or commercial, as embodied in the land use plan, subject to the requirements and procedure for land use conversion.[28] Accordingly, a mere reclassification of agricultural land does not automatically allow a landowner to change its use and thus cause the ejectment of the tenants. Parties can still continue with their tenurial relationship even after such reclassification. He has to undergo the process of conversion before he is permitted to use the agricultural land for other purposes.[29]

Conspicuously, the Court of Appeals disparaged the aforecited finding when it declared that:

. . . While it is a fact that as early as 1975, the area where the subject landholding is located was declared by City Ordinance 1313 (Zoning Regulation of Iligan City) to be within a commercial-residential zone..., it is indubitable that the subject six-hectare land was actually devoted to agricultural activity.

Under R.A. No. 6657, land devoted to agricultural activity is agricultural land (Sec. 3 [b]). The same law defines agricultural activity as "the cultivation of the soil, planting of crops, growing of fruit trees, raising of livestock, poultry or fish, including the harvesting of such farm products, and other farm activities and practices performed by a farmer in conjunction with such farming operations done by persons whether natural or juridical" (Sec. 3 [c]).

Not only does the six-hectare landholding go through the foregoing activities at one point in time or another; respondents further admitted that the land was devoted and utilized for the production and harvest of coconut products.

On the basis of the foregoing, it is indubitable that the subject landholding is agricultural land.[30]

While we agree in the conclusion, we do not fully subscribe to the aforequoted ratiocination. What we stated in the case of *Spouses Cayetano and Patricia Tiongson, et al. v. Court of Appeals and Teodoro S. Mascaya*[31] is especially fitting in the case at bar:

. . . The fact that a caretaker plants rice or corn on a residential lot in the middle of a residential subdivision in the heart of a metropolitan area cannot by any strained interpretation of law convert it into agricultural land and subject it to the agrarian reform program.

To set the record straight, a conversion permit was indeed issued to the petitioners by the DAR on 30 March 1978 allowing petitioner LUDO and accordingly co-petitioner CPC, being the developer, to change the current use of the landholding subject of the case at bar. Notwithstanding such, however, it is axiomatic, as plainly provided for by Section 36 of Rep. Act No. 3844:

SEC. 36. Possession of Landholding; Exceptions. – Notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:

- landholding is declared by the department head upon recommendation of the National Planning Commission to be suited for residential, commercial, industrial or some other urban purposes: Provided, That the agricultural lessee shall be entitled to disturbance compensation equivalent to five times the average of the gross harvests on his landholding during the last five preceding calendar years;

. . . .

From the foregoing provision of law, it is clear that a tenant can be lawfully ejected only if there is a court authorization in a judgment that is final and executory and after a hearing where the reclassification/conversion of the landholding was duly determined. If the court authorizes the ejectment, the tenant who is dispossessed of his tenancy is entitled to disturbance compensation. Put simply, court proceedings are indispensable where the reclassification/conversion of a landholding is duly determined before ejectment can be effected, which, in turn, paves the way for the payment of disturbance compensation.

In the case at bar, though there appears to be no court proceeding which took cognizance of the reclassification/application for conversion of the subject landholding from agricultural to residential/commercial, the permit issued by the DAR on 30 March 1978 was never assailed and thus, attained finality. In the case of *Bunye v. Aquino*,^[32] the Court allowed the payment of disturbance compensation because there was an order of conversion issued by the DAR of the landholding from agricultural to residential. The decree was never questioned and thus became final. Consequently, the tenants were ejected from the land and were thus awarded disturbance compensation. From the preceding discussion, it stands to reason that deceased Vicente C. Barreto, who used to be a tenant of petitioner LUDO at the time of the conversion of the subject landholding, is entitled to disturbance compensation for his dispossession.

Having declared that deceased Vicente C. Barreto, who had been fittingly substituted by his legal heirs, is entitled to disturbance compensation under the law, the next appropriate concern to be addressed is if such entitlement has already prescribed by virtue of Section 38 of Rep. Act No. 3844:

SEC. 38. Statute of Limitations. – An action to enforce any cause of action under this Code shall be barred if not commenced within three years after such cause of action accrued.

The Boards a quo and the petitioners are of the view that prescription has already set in, thus, the respondent heirs of Vicente C. Barreto cannot now claim for payment of disturbance compensation. According to the decision of the DARAB, the deceased Vicente C. Barreto's cause of action arose in 1974 when the latter received notice of the intended conversion of the subject landholding by petitioner LUDO. When the deceased filed the instant complaint in 1991, thirteen years had already passed, hence, beyond the three-year prescriptive period enunciated above.

On this matter, the Court agrees with the Court of Appeals, in its ruling, as contained in its Resolution dated 26 January 2001, which denied the motion for reconsideration filed by petitioners LUDO and CPC anchored on the issue of prescription. It held that:

. . . It would appear however from the records that the respondents, through its general manager terminated the services of the late petitioner Vicente Barreto only on July 29, 1991. The instant complaint was filed also in the same year before the Office of the Agrarian Adjudicator in Iligan City.^[33]

In fine, the Court cannot, in law and conscience, condone the eviction of the deceased Vicente C. Barreto, absent the payment of disturbance compensation due him under the law.

WHEREFORE, in view of the foregoing, the instant petition is DENIED. The assailed Decision dated 24 November 2000, and the Resolution dated 26 January 2001, rendered by the Court of Appeals in CA-G.R. SP No. 46025, are hereby AFFIRMED in toto. No costs.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Callejo, Sr., and Tinga, JJ., concur.

- [1] Penned by Court of Appeals Associate Justice Eliezer R. De Los Santos with Associate Justices Eugenio S. Labitoria and Eloy R. Bello, Jr., concurring; Annex "A" of the Petition; Rollo, pp. 19-29.
- [2] Annex "B" of the Petition; Rollo, pp. 30-31.
- [3] Composed of Sec. Ernesto D. Garilao as Chairman with Asst. Sec. Lorenzo R. Reyes as Vice-Chairman, Undersecretaries Hector D. Soliman and Artemio A. Adasa, Jr., and Asst. Secretaries Augusto P. Quijano and Sergio B. Serrano as members; Annex "D" of the Petition; Rollo, pp. 39-45.
- [4] Annex "E" of the Petition; Rollo, pp. 46-47.
- [5] Penned by Atty. Mahadi M. Pimping, Regional Adjudicator; CA Rollo, pp. 149-155.
- [6] Region XII, Iligan City, Lanao del Norte.
- [7] DARAB Regional Office Records, pp. 427-443.
- [8] In a decision dated 30 May 1974, the Court of Agrarian Relations approved a compromise agreement entered into by and between plaintiffs Pedro Abel, Marino Delfino, Ricardo Maniacab, Venancio Catamisan, Egmidio Maglasang, Santiago Lahoylahoy, Bonifacio Olandia, Pedro Samile, Marcelino Taburada, Alfonso Largo & Luis Morales and defendant Ludo & Luym Development Corporation; DARAB Regional Office Records, pp. 294-295.
- [9] Complaint for Illegal Ejectment, Reimbursement, With Damages and/or Disturbance Compensation; In a Decision dated 11 January 1978, the Court of Agrarian Relations approved a compromise agreement entered into by and between Plaintiffs Sps. Fabian Aguilar and Olympia Carboradas, Sps. Rodolfo Abel and Francisca Aguilar, Sps. Rogelio Abadies and Rosela Cajis, & Sps. Sabas Colaljo and Dionita Casino and Defendants Ludo & Luym Development Corporation, Gen. Manager Valentine Velasco, Efren Gemino and Vicente Barreto; DARAB Regional Office Records, pp. 355-357.
- [10] DARAB Regional Office Records, pp. 353-354.
- [11] Comprehensive Agrarian Reform Law of 1988.
- [12] DARAB Regional Office Records, p. 392.
- [13] *Id.*, p. 243.
- [14] *Id.*, p. 354.
- [15] Agricultural Land Reform Code.
- [16] DARAB Regional Office Records, p. 52.
- [17] CA Rollo, p. 109.
- [18] Republic Act No. 1199.
- [19] Section 3 of Rep. Act No. 1199.
- [20] *Mon v. Court of Appeals, et al.*, G.R. No. 118292, 14 April 2004, 427 SCRA 165, 175.
- [21] CA Rollo, p. 104.
- [22] Petitioners' memorandum, p. 6; Rollo, p. 108.
- [23] *Talavera v. Court of Appeals*, G.R. No. 77830, 27 February 1990, 182 SCRA 778.

[24] Endaya v. Court of Appeals, G.R. No. 88113, 23 October 1992, 215 SCRA 109.

[25] CA Rollo, p. 106.

[26] DARAB Regional Office Records, p. 354.

[27] Section 2(k) of DAR Administrative Order No. 01-99, Revised Rules and Regulations on the Conversion of Agricultural Lands to Non-Agricultural Uses.

[28] Section 2(r) of DAR Administrative Order No. 01-99, Revised Rules and Regulations on the Conversion of Agricultural Lands to Non-Agricultural Uses.

[29] Alarcon, et al. v. Court of Appeals, G.R. No. 152085, 08 July 2003, 405 SCRA 440.

[30] CA Rollo, pp. 105-106.

[31] G.R. No. L-62626, 18 July 1984, 130 SCRA 482, 489-490.

[32] G.R. No. 138979, 09 October 2000, 342 SCRA 360.

[33] CA Rollo, p. 124.

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