

ANTONIO MASAQUEL (NOW DECEASED, REPRESENTED BY HIS SON JOSE MASAQUEL), JULIANA MASAQUEL (NOW DECEASED, REPRESENTED BY HER SON RODOLFO MARRERO), APOLONIA MASAQUEL (NOW DECEASED, ...

G.R. No. 148044. October 19, 2007

Ponente: TINGA, J.

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TINGA, J.:

Assailed in this petition for review on certiorari is the Decision[1] of the Court of Appeals in CA-G.R. SP No. 56252 dated 9 May 2001 affirming the judgment of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 3698. The DARAB had reversed the ruling of the Office of the Provincial Adjudicator[2] and declared respondent tenant of the agricultural lot subject of this controversy.

The facts, as culled from the records, show that petitioners Antonio Masaquel (Antonio), Juliana Masaquel-Marero (Juliana), Apolonia Masaquel-Tolentino (Apolonia) and Maria Masaquel-Oliveros (Maria) were co-owners of a parcel of land with an area of 66,703 sq m located in Barrio Biga, Antipolo, Rizal and covered by Original Certificate of Title (OCT) No. ON-724.[3] On 21 June 1987, the co-owners executed a document entitled "Kasulatan ng Paghahati ng Lupa" whereby the subject lot was divided into four parts, thus: Lot 1 for Maria, Lot 2 for Apolonia, Lot 3 for Juliana and Lot 4 for Antonio.[4] By virtue of this partition, OCT No. ON-724 was cancelled and Transfer Certificate of Title No. 107959[5] was issued.

On 27 September 1993, Jaime Orial (respondent) filed an amended complaint with the DARAB against petitioners alleging that he was a tenant of a parcel of agricultural land owned by and registered in the name of Antonio under OCT No. ON-724; that on said land, he planted ipil-ipil trees, bamboo, banana, root crops, vegetable and other subsidiary crops; and that since September 1991, petitioners had been committing acts of harassment by cutting the ipil-ipil trees and threatening him and his family with physical harm. Respondent prayed that a temporary restraining order be issued and judgment be rendered affirming his peaceful possession and enjoyment of the landholding.[6]

In their answer, petitioners denied the existence of a tenancy relationship between them and respondent. Claiming that respondent was a mere usurper and trespasser, petitioners specifically denied the allegation that they harassed him and threatened him with physical harm. By way of affirmative defense, they stated that Antonio had even lodged a criminal complaint for illegal squatting under Presidential Decree No. 772 against respondent.[7] Subsequently, petitioners filed a Supplemental Counterclaim[8] praying for the ejectment of respondent from the subject land.

During the hearing, the heirs of petitioners submitted their respective affidavits affirming their ownership over the subject property and denying that they or their predecessors authorized respondent to enter and occupy their property.[9] For his part, respondent presented a certification from the Municipal Agrarian

Reform Office (MARO) attesting to his being an actual farmer-tiller of the subject land.[10] In his position paper respondent further averred that he had been in actual and peaceful possession of the property since 1968, his entry therein having been permitted by Pio Tolentino, Lucadio Oliveros and Mario Oliveros who were overseers of the landowners.[11]

In a Decision dated 18 December 1994, the provincial adjudicator ruled that respondent was not a tenant of the subject land and consequently dismissed the complaint for lack of merit. In rejecting respondent's claim of tenancy, the provincial adjudicator gave credence to petitioners' contention that respondent was a mere usurper and trespasser.[12]

On appeal, the DARAB reversed the findings of the provincial adjudicator and declared respondent a tenant of the subject land. The dispositive portion of the DARAB Decision dated 18 May 1998 reads:

WHEREFORE, premises considered and finding reversible errors, the challenged decision is REVERSED and a new judgment RENDERED:

- Declaring the plaintiff-appellant (Jaime Orial) as tenant-tiller of subject landholding;
- Ordering the defendants-appellees (Jose Julianne, Apolonia and Maria, all surnamed Masaquel [sic]) to respect the peaceful possession and cultivation of the subject landholding by the plaintiff-appellant and his immediate household members;
- Ordering the Municipal Agrarian Reform Office of Antipolo to assist the landowners as agricultural lessor and tenant tiller, as agricultural lessee to fix the lease rental by entering into Contract of Leasehold Agreement pursuant to Section 12 of Republic Act R.A. 6657 and DAR administrative issuances applicable to leasehold arrangement.

SO ORDERED.[13]

The DARAB gave weight to the evidence presented by respondent, particularly the certifications issued by the MARO and the barangay captain proving the existence of a tenancy relationship between petitioners and respondent.[14]

Petitioners filed a motion for reconsideration but the DARAB denied it in a Resolution dated 22 November 1999.

Petitioners elevated the case to the Court of Appeals. During the pendency of the appeal, petitioners Juliana and Apolonia died and were represented by their respective sons Rodolfo Marrero and Rodolfo Tolentino. The appellate court affirmed the DARAB decision on 9 May 2001. To bolster its conclusion that respondent was a tenant of the subject landholding, the appellate court also relied on a document purportedly executed on 27 June 1995 by a certain Mario Oliveros who acknowledged respondent's occupation of the subject lot from 1968 to 1995.[15]

In due time, petitioners filed the instant petition for review submitting that the Court of Appeals gravely erred in declaring respondent a tenant based solely on the certifications issued by the barangay captain and the MARO and in disregarding settled jurisprudence that tenancy relationship can only be created with the consent of the landowner.[16]

The main issue in this petition is whether or not a tenancy relationship existed between the parties. The resolution of this issue involves the review of findings of fact which, as a general rule, is beyond the province of a petition for review. It is a well-settled rule that only questions of law may be reviewed by this Court in an appeal by certiorari. Findings of fact by the Court of Appeals are final and conclusive and cannot be reviewed on appeal to this Court, more so if the factual findings of the Court of Appeals coincide with those of the DARAB, an

administrative body with expertise on matters within its specific and specialized jurisdiction. However, this Court may disregard the factual findings of the Court of Appeals when these are

based on speculation, surmises or conjectures or when these are not based on substantial evidence.[17]

In order for a tenancy agreement to arise, it is essential to establish all its indispensable elements, viz: (1) the parties are the landowner and the tenant or agricultural lessee; (2) the subject matter of the relationship is an 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 tenant or agricultural lessee; and (6) the harvest is shared between the landowner and the tenant or agricultural lessee.[18] All these requisites are necessary to create a tenancy relationship, and the absence of one or more requisites will not make the alleged tenant a de facto tenant.[19]

The heart of the controversy relates to the presence or absence of the first, third and sixth elements.

Respondent sought to prove the tenancy by presenting certifications from the barangay captain and the MARO. However, petitioners question the probative value of the two documents presented by respondent which were relied upon in turn by the DARAB and Court of Appeals in concluding that respondent was a tenant of the subject land. The barangay clearance reads, thus:

July 27, 1993

BARANGAY CLEARANCE

TO WHOM IT MAY CONCERN:

This is to certify that Jaime P. Orial a native of Tagcawaya, Quezon and at present residing at Sitio Pinagminahan, this Barangay since 1968. He is a law abiding citizen with good moral character and social standing in his community. Our records fail to show that there exist any criminal or civil case is pending against him.

No information has reach[ed] this office that she indulges in any regulated drugs or volatile substance in violation of the Dangerous Drug Act of 1972.

This Barangay Clearance is being issued upon request of the herein subject person for whatever legal purpose that may serve him best.

DOMINGO T. DE LOS SANTOS

BARANGAY CAPTAIN[20]

Attested by:

Agapito Orgasan
Sitio Chairman

The certification from the MARO is reproduced below:

CERTIFICATION

TO WHOM IT MAY CONCERN:

This is to certify that Mr. Jaime Orial is an actual farmer-tiller of that parcel of land located at Bo. Kay Biga, Bgy. San Luis, Antipolo, Rizal allegedly owned by the Hrs. of Antonio Masaquel, Et. Al.

This certification is issued upon request of Mr. Orial for whatever purpose this may serve.

August 3, 1993, Antipolo, Rizal.

CECILIA C. SP. REYES

Municipal Agrarian Reform Officer[21]

Petitioners assert that the barangay clearance and the MARO certification establish only the following facts:

Re: Barangay Clearance

- That respondent is a resident of Sitio Pinagminahan, Brgy. San Luis, Antipolo, Rizal since 1968;
- That its record does not show of any criminal and [civil] case pending against said respondent; and
- That said Barangay had no information that respondent indulges in any regulated drug.

Re: Certification

- That he is an actual farmer-tiller of a parcel of land at Kay Biga, Brgy. San Luis, Antipolo, Rizal; and
- That the land is allegedly owned by the Hrs. of Antonio Masaquel, et. al.[22]

The evidence presented by respondent failed to meet the test of substantiality, in line with the standard of proof required in administrative cases.

On the one hand, the barangay clearance merely attests to respondent's residency and good moral character, matters which are not in any way material in establishing the tenancy relationship between the respondent and petitioners. On the other hand, the certification prepared by the MARO simply acknowledges respondent's being a farmer-tiller of petitioners' land without however asserting that a tenancy relationship existed between them. Certifications issued by administrative agencies and/or officials concerning the presence or the absence of a tenancy relationship are merely preliminary or provisional and are not binding on the courts.[23]

The case of *Bautista v. Araneta*,[24] cited by petitioners, is an applicable precedent. In that case, the DARAB considered as sufficient to establish tenancy relationship the certification issued by the Agrarian Reform Program Technician and noted by the Municipal Agrarian Reform Officer, as well as the findings of an ocular inspection both certifying that petitioner therein was a tenant. The Court of Appeals, however, reversed the DARAB ruling and stressed that the evidence does not show that petitioner had been constituted as a tenant by the landowner. In concurring with the appellate court, this Court observed that the certifications supposedly presented to prove the tenancy relationship did not disclose how and why petitioner became a tenant. Thus:

His reliance on the certifications issued in his favor is misplaced because they do not prove that the landowner made him his tenant. As the Court of Appeals aptly observed, they only show that petitioner is in possession of the land. The certifications do not disclose how and why he became a tenant. Thus, the certification dated July 12, 1991, issued by Virginia B. Domuguen that petitioner is a tenant and pays rental of forty (40) cavans per year, and, her finding in the ocular inspection conducted on May 3, 1991, are culled only from her interview of petitioner and the Barangay Captain of Tungkong Mangga, Romeo G. Baluyot. In no way do they prove the oral tenancy agreement between petitioner and the landowner.[25]

With respect to the third element of consent, petitioners executed affidavits explicitly disavowing having given consent to the tenancy relationship. Respondent countered this evidence by presenting the last of the three documents he adduced in support of his tenancy claim. This was the unverified attestation allegedly signed by one Mario Oliveros. It is quoted in full below:

Hunyo 27, 1995

Sa kinaaukulan:

Ito ay patunay na ako, si Mario Oliveros may-ari ng Real Property PSU-185860, si Ginoong Jaime Orial ay kasalukuyang nakapuwesto/tagapamahala sa nasabing lupain mula pa noong 1968 hanggang sa kasalukuyang taon 1995.

- 1) Siya ay nagbibigay ng kanyang kabahagi (shares) sa pamamagitan ng kanyang mga pananim/ari.
- 2) Ngayong Hunyo 27, 1995, pumutol ako ng ilang malalaking puno (Acacia) kabahagi/parte sa lupa sa nakalipas ng tatlong taon hanggang sa ngayon.

Mario Oliveros

Jimmy Orial

May-ari Pantao

MGA TESTIGO

Eugenio Monares Engr. Salvador M. Pioquinto

Sityo Taga pangulo Punong Barangay

Sityo Pinagminahan Brgy. San Luis[26]

Petitioners question the belated presentation of the attestation as it was issued six (6) months after the case was decided by the provincial adjudicator. Moreover, they pointedly assert that Mario Oliveros is neither one of the registered owners of the subject land nor an agent of the landowners.[27]

While the Provincial Adjudicator decided in favor of petitioners and held that respondent was not a tenant, the DARAB and Court of Appeals were one in declaring otherwise. In support of the findings of the DARAB, the Court of Appeals held:

The document executed in the Office of the Barangay Captain and witnessed by the officials of the Barangay San Luis x x x support the DARAB's finding that respondent Orial is a tenant of the subject property. In said document, Mario Oliveros was acting as an owner, not just an overseer, of the subject property and he openly declared that Orial was giving his share in the produce of the plants or harvests.

Thus, the DARAB did not commit any error in concluding that respondent Orial is a tenant of the subject landholding. The certification of Mario Oliveros impugned the findings of the Provincial Adjudicator there was no evidence of authority given to Pio Tolentino, Locadio and Mario Oliveros to oversee the property and to receive rentals from Orial; or that the latter's claim of giving shares of the produce of the land to the alleged overseers were not supported by witnesses through affidavits who actually saw the giving of the shares. If there is any legal conflict between Mario Oliveros and herein petitioners, the same does not affect the status of respondent Orial as tenant of the subject property.[28]

We do not agree. Nowhere in the attestation was it mentioned why and how respondent had become a tenant. Indeed, both the origin and value of the attestation are dubious. For one, it was unsworn and yet the principal signatory thereof, Mario Oliveros, was not presented during the hearing. For another, petitioners' assertion that Mario Oliveros was neither a registered owner nor an agent of the registered owner was not controverted.

Tenancy relationship can only be created with the consent of the true and lawful landholder who is either the owner, lessee, usufructuary or legal possessor of the land, and not thru the acts of the supposed landholder who has no right to the land subject of the tenancy.[29] Indeed, as petitioners insisted, there was no iota of evidence to show that Oliveros is one of the registered owners or that he has any right to the land as an owner or agent. His

assertion on the face of the attestation is nakedly self-serving.

Neither does the aforecited document establish the existence of a sharing agreement between the parties. Oliveros's acknowledgment that respondent had been giving his share (kabahagi) would only show that he himself received the share. It does not prove that petitioners did receive the share. Respondent failed to present any receipt showing delivery of the share to petitioners. In any event, the fact of receipt alone, without an agreed system of sharing, does not ipso facto create a tenancy.[30]

We quote with approval the observation of the provincial adjudicator, to wit:

Plaintiff claimed that he has been the tenant-farmer of the subject land since 1968, having been instituted therein by Pio Tolentino, Lucadio Oliveros and Mario Oliveros. He claimed they were the representatives of the owners, who accepted share from him, but that no receipts were issued to him. He further alleged that his house was erected thereon as proof of his tenancy rights thereon. All plaintiff's claim were denied by defendants who insisted that he was a mere usurper and a trespasser. There is merit to defendant's claim. Plaintiff's claim that he has been a tenant has no basis. x x x Tenancy cannot be created nor depend upon what alleged tenant does on the land. Consent of the landowners is necessary and tenancy cannot be formed where the alleged tenant does not pay rental or share of harvest to the landowners. Also in pari material is Caballes vs. DAR that the fact of sharing alone is not sufficient to establish a tenancy relationship between the parties and the absence of one or more requisites do not make the alleged tenant a de facto tenant as contradistinguished from a de jure tenant. This is so because unless a person has established his status as a de jure tenant, he is not entitled to security of tenure nor is he covered by the Land Reform Program of the government under existing tenancy laws.

Plaintiff's claim that a certain Pio Tolentino, Lucadio and Mario Oliveros are representatives of the owners who accepted share from him cannot be given credit. There was no evidence of authority to oversee the property and to receive rental was presented by plaintiff. His claim of giving share but without receipt likewise cannot be given weight. Giving and accepting share by the parties are tangible matters that can be proven at lease by witnesses that plaintiff really give share to defendant none was ever presented by him. Even these persons (Pio, Mario and Lucadio) were not presented to prove his claim of accepting rentals.

On the other hand, defendants, before the filing of the instant case have shown their objection to plaintiff's existence on the lot in question when they filed criminal case against him. The filing of the instant case was made his leverage to all the criminal cases filed against him.

However, this office cannot sustain his claim in the absence of any evidence showing that he really was a tenant of the subject land.[31]

In fine, we hold that no tenancy relationship was established based on the evidence presented by respondent.

Under Section 17 of Executive Order No. 229, the Department of Agrarian Reform is vested with quasi-judicial power and exclusive original jurisdiction to determine and adjudicate agrarian reform matters, as well as other matters involving the implementation of agrarian reform laws, except those falling under the exclusive original jurisdiction of the Department of Environment and Natural Resources and the Department of Agriculture.[32] Subsequently, the DARAB was

created under Executive Order No. 129-A to assume specific powers and functions with respect to the adjudication of agrarian reform cases. Section 3(d) of Republic Act No. 6657 defines an "agrarian dispute" as any controversy relating to tenurial arrangements, whether leasehold, tenancy, stewardship or otherwise, over lands devoted to agriculture, including disputes concerning farmworkers' associations or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements. It includes any controversy relating to compensation of lands acquired under this Act and other terms and

conditions of transfer of ownership from landowners to farmworkers, tenants and other agrarian reform beneficiaries, whether the disputants stand in the proximate relation of farm operator and beneficiary, landowner and tenant, or lessor and lessee. It refers to any controversy relating to, inter alia, tenancy over lands devoted to agriculture.[33]

In view of the absence of a tenancy relationship, the case falls outside the jurisdiction of the DARAB. Thus, it is cognizable by the regular courts.[34] Consequently, the complaint filed by respondent was rightfully dismissed by the provincial adjudicator.

WHEREFORE, the petition is GRANTED. The DARAB Decision dated 18 May 1998 in DARAB Case No. 3698 and the Court of Appeals' Decision dated 9 May 2001 in CA-G.R. SP No. 56252 are ANNULLED and SET ASIDE. The complaint in DARAB Case No. IV-Ri-0076-93 is DISMISSED.

SO ORDERED.

Quisumbing, (Chairperson), Carpio, Carpio Morales, and Velasco, Jr., JJ., concur.

[1] Penned by Associate Justice Ma. Alicia Austria-Martinez (now Supreme Court Associate Justice), and concurred in by Associate Justices Hilarion L. Aquino and Jose L. Sabio, Jr.

[2] Presided by Provincial Adjudicator Rosalina Amonoy-Vergel de Dios.

[3] Rollo, p. 37.

[4] Records, p. 24.

[5] Rollo, p. 39. The registered owners are Teodora Marero vda. De Cajili, Rodolfo M. Marero, Severina Marero-Baylon, Gonzalo Baylon, Jr., Lita Marero-Javier and Lerma Marero, ¼ share; Antonio C. Masaquel, ¼ share; Apolonia Masaquel, ¼ share; and Maria Masaquel, ¼ share. The certificate of title attached to the records bears TCT No. 307959 however, the petitioners, in their pleadings, repeatedly referred to that same documents as TCT No. 107959.

[6] Id. at 53-54.

[7] Id. at 44-47.

[8] Id. at 49-50.

[9] Id. at 57-61.

[10] Records, p. 72.

[11] Id. at 79.

[12] Id. at 100-105.

[13] Id. at 134.

[14] Id. at 78.

[15] Id. at

[16] Rollo, p. 17.

[17] Milestone Realty & Co., Inc. and William Perez v. Court of Appeals, G.R. No. 135999, 19 April 2002, 381

SCRA 406; Padunan v. DARAB, 444 Phil. 213, 220-221, citing Solangon v. Salazar, G.R. No. 125944, 19 June 2001, 360 SCRA 349; Corpus v. Grospe, G.R. No. 135297, 13 June 2000, 333 SCRA 425, 435, citing Coconut Cooperative Marketing Association, Inc. v. Court of Appeals, Nos. 64281-83, 19 August 1988, 164 SCRA 568, 581; Greenfield Realty Corp. v. Cardama, G.R. No. 129246, 25 January 2000, 323 SCRA 280; J.R. Blanco v. Quasha, G.R. No. 133148, 17 November 1999, 318 SCRA 373; Titong v. Court of Appeals, G.R. No. 111141, 6 March 1998, 287 SCRA 102; Atillo III v. Court of Appeals, G.R. No. 119053, 23 January 1997, 266 SCRA 596; Fuentes v. Court of Appeals, G.R. No. 109849, 26 February 1997, 268 SCRA 703; Jacinto v. Court of Appeals, No. L-33567, 14 December 1978, 87 SCRA 263, 269, and Domingo v. Court of Agrarian Relations, No. L-12116, 28 April 1962, 4 SCRA 1151, 1156 (1962).

[18] Phil. Overseas Telecommunications Corp. v. Gutierrez, G.R. No. 149764, 22 November, 2006, 507 SCRA 526, 534 citing Mateo v. Court of Appeals, 457 SCRA 549 (2005).

[19] Suarez v. Saul, G.R. No. 166664, 20 October 2005, 473 SCRA 628, 634.

[20] Records, p. 73.

[21] Id. at 72.

[22] Rollo, p. 19.

[23] Deloso v. Marapao, G.R. No. 144244, 11 November 2005, 474 SCRA 585, 595; Ambayec v. Court of Appeals, G.R. No. 162780, 21 June 2005, 460 SCRA 537, 545; Esquivel v. Reyes, 457 Phil. 509, 517 (2003).

[24] 383 Phil. 114, 125 (2000).

[25] Id. at 123-124.

[26] Records, p. 123.

[27] Rollo, p. 22.

[28] Id. at 32-34.

[29] Dandoy v. Tongson, G.R. No. 144652, 16 December 2005, 478 SCRA 195, 205; Rimasug v. Martin, G.R. No. 160118, 22 November 2005, 475 SCRA 703, 715.

[30] Heirs of Magpily v. de Jesus, G.R. No. 167748, 8 November 2005, 474 SCRA 366.

[31] Rollo, pp. 71-74.

[32] Heirs of dela Cruz v. Cruz, G.R. No. 162890, 22 November 2005, 475 SCRA 743.

[33] Amurao v. Sps. Villalobos, G.R. No. 157491, 20 June 2006, 4491 SCRA 464.

[34] Suarez v. Saul, G.R. No. 166664, 20 October 2005, 470 SCRA 628.

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