

VIRGILIO MACASPAC, PETITIONER, VS. RUPERTO PUYAT, JR., RESPONDENT.

G.R. NO. 150736. April 29, 2005

Ponente: CALLEJO, SR., J.

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CALLEJO, SR., J.:

This is a petition for review on certiorari of the Decision[1] of the Court of Appeals (CA) in CA-G.R. SP No. 57517 reversing the decision of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 3223 and its resolution denying the motion for reconsideration thereof.

This case stemmed from the following backdrop:

On June 4, 1993, private respondent Ruperto Puyat, Jr. filed a Complaint against petitioner Virgilio Macaspac in the Provincial Agrarian Reform Adjudication Board (PARAB) for the annulment of waiver of rights and reconveyance of Lot Nos. 48, 49, 58 and 59, Block II, Plan Psd-665 of the Divisoria Estate. The property in question has an area of 26,571 square meters, more or less.

Puyat, Jr. alleged in his complaint that his father, Ruperto Puyat, Sr., was a tenant on the said lots, which were agricultural in nature, located in Mexico, Pampanga. Upon the latter's death, he took over the tenancy on the said property, and as such, their tenancy of the same had lasted more than 50 years. Because of his father's illness, he had to borrow P2,000.00 from Emilia Sandico Dizon, who required, as a condition for the loan, that one of her workers (Virgilio Macaspac) work on the property until the said amount had been paid. He further alleged that Dizon, through deceit, fraud and insidious machination, was able to secure a waiver of rights over the property signed by his late father Puyat, Sr. He maintained, however, that the said waiver was void since he was the true and lawful tiller of the property. In the meantime, he was ready to repay his loan of P2,000.00 to Dizon, but could not do so because she had left for the United States of America where she now resides.[2]

Puyat, Jr. prayed that, after due proceedings, judgment be rendered in his favor:

WHEREFORE, it is most respectfully prayed that:

- I. That said farmland be ordered reconveyed to the plaintiff from the defendant;
- II. That said Annex "A" be declared null and void.

Plaintiff also prays for other reliefs just and proper under the circumstances.[3]

Puyat, Jr. appended to his complaint a photocopy of the Waiver of Rights[4] dated April 1, 1976 bearing the signature above the typewritten name "Ruperto Puyat" on the said deed and the thumbmark above the typewritten name "Feliza Tiqui," his mother, and of petitioner Macaspac.

Macaspac, through the Trial Attorney of the Department of Agrarian Reform (DAR) Pampanga Provincial Office, alleged in his answer to the complaint that the right of possession over the property was sold to him by Puyat, Sr.

in 1963; the said transaction was confirmed when Puyat, Sr. executed a Waiver of Rights over the tenancy in his favor in 1976. Macaspac further alleged that he had been in possession of the property since 1963 and cultivated the same. He claimed that Puyat, Jr. had never cultivated the property because he worked as a driver in Manila, whereas he had been granted an emancipation patent and a transfer certificate of title over the property.[5]

Macaspac filed a position paper to which he appended and marked in evidence the Waiver of Rights, Certificates of Land Transfer Nos. 15468 to 15471 executed by the President of the Philippines through the Ministry of Agrarian Reform on January 16, 1979 over the lots in the name of Macaspac;[6] Transfer Certificates of Title Nos. 2222 to 2225 based on Certificates of Real Transfer Awards in Macaspac's name over the said lots;[7] and the Certificate of Full Payment issued by the Land Bank of the Philippines, dated March 17, 1993 in favor of Macaspac, stating that the latter had paid the total amount of P4,964.00 as amortization for the property.[8]

Puyat, Jr. adduced testimonial and documentary evidence. Rodolfo dela Peña, the Municipal Agrarian Reform Officer (MARO) of Mexico, Pampanga, testified that, as gleaned from the master list of farmers-beneficiaries in Mexico, Pampanga, in the possession of the MARO, Macaspac was a tenant therein, while Puyat, Jr. was not on the list. He also testified that Macaspac was the owner of the subject lots, Lot Nos. 48, 49, 58 and 59, Block 2, and that the said lots had been tenanted by the latter since 1963.

Danilo Gomez testified that he was born on July 15, 1957. He had been the barangay captain of Barangay Divisoria, Mexico, Pampanga, since 1986. He stated that Puyat, Jr. was the tenant of Block 1 and Block 2 in Barangay Divisoria, Mexico, Pampanga, until the property was mortgaged. Furthermore, he had not seen the plaintiff since 1963 and came to know that the property was mortgaged only during apparent mediation proceedings in the National Labor Relations Commission (NLRC).

Puyat, Jr. testified on direct examination that his father, Puyat, Sr., had no educational attainment and did not know how to read and sign his name. He had been the tenant on the four parcels of land even before 1963 but had to vacate the property because he mortgaged it to Dizon as security for a P2,000.00 loan which his parents needed for their medications on account of their illnesses. Moreover, Dizon had required, as a condition of the loan, that one of her workers, Macaspac, cultivate the property from 1963. He insisted that the P2,000.00 loan was recorded by Dizon in her notebook. He admitted, however, that he had worked in Saudi Arabia, and later as a driver in Manila. According to Puyat, Jr., the signature purporting to be the signature of his father on the deed of waiver was a forgery, and the thumbmark was not his mother's. He averred that his parents had been confined at the Tala Leprosarium since 1977 because they were suffering from leprosy, although they used to go home to Divisoria, Mexico, Pampanga, every now and then.

On cross-examination, Puyat, Jr. testified that he was born in 1940. Although the tenancy was under the name of his father, he was the one who actually cultivated the landholding; it was his father who borrowed P2,000.00 from Dizon because they needed the money for medicines and that his father requested him to mortgage the property; when he tried to repay the loan to Dizon, the latter told him that she had already forgotten their agreement because she was already too old; it was then that he discovered that the property was already titled to and in the name of Macaspac; he had no knowledge about the execution of the waiver of rights; his father could not have signed such waiver and his mother could not have placed her thumbmark thereon in 1976 because they were already confined at the Tala Leprosarium and could not go out of the place to their house in Mexico, Pampanga; he saw the waiver of rights only when he secured a copy thereof from the DAR Municipal Office shortly before he filed his complaint against Macaspac.

For his part, Macaspac executed an Affidavit,[9] affixing his signature thereon before the Administering Officer and had it adduced and marked in evidence. He alleged therein that he had been the legitimate tenant over the

property since 1963 when Ruperto Puyat, Sr. abandoned the landholding, sold his improvements thereon and turned over the tenancy over the landholding to the petitioner based on a sale by Ruperto Puyat, Sr. of his right of possession and filed with the DAR which was the basis for the preparation and execution of the Waiver of Rights in 1976 by Ruperto Puyat, Sr.; and that the respondent thereon had no participation whatever in the transaction subject of the deed of sale as he was then barely twenty years old and:

6. That, by reason of the execution of the subject Waiver of Rights at the Team Office of the DAR at Mexico, Pampanga, and considering further the coverage of the land in dispute under P.D. No. 27, all papers and documents were prepared and indorsed to the herein defendant/affiant leading to the issuances of the corresponding CLT's which are already attached to the records respectively marked now as Exhibits "2," "3," "4" and "5";

7. That, thereafter, the issuances of the CLT's mentioned above, the respective titles of the defendant/affiant over his small parcels of land previously covered by the said CLT's were, likewise, issued, given and delivered to the defendant/affiant herein now also attached to the records and marked as Exhibits "6" to "6-A," "7" to "7-A," "8" to "8-A" and "9" to "9-A," respectively;

8. That, considering the long number of years defendant/affiant is in peaceful possession and cultivation of the land in dispute, i.e., from 1963 up to the present, said defendant/affiant has completed the full payments of his small parcels of land as evidenced by the herein Certification issued by the Department of Agrarian Reform at the Provincial Office of San Fernando, Pampanga, hereto marked as Exhibit "10";

9. That, for being in possession and cultivation of the subject land in dispute for a period of thirty (30) solid years as a registered and titled owner of the same and notwithstanding, plaintiff filed this baseless and unfounded suit, I now ask as a relief from this Honorable Board, moral and exemplary damages and litigation expenses in the form of travelling and meal allowances.[10]

Macaspac, likewise, submitted the affidavit of Dizon.[11] By agreement of the parties, the said affidavits of Macaspac and Dizon constituted their respective direct examination subject to cross-examination of the affidavits by the respondent's counsel.

Puyat, Jr. opted not to cross-examine Macaspac.[12] Instead, he merely submitted a reply affidavit.[13] Puyat, Jr. then filed a manifestation waiving his right to cross-examine Dizon because she was too sick to testify.[14]

On June 30, 1994, the PARAB rendered judgment in favor of Puyat, Jr. In so ruling, the PARAB relied on the testimony of Puyat, Jr. and concluded that the signature and thumbmark on the Waiver of Rights purporting to be those of his parents were forgeries; as such, the said waiver of rights was void.[15] Macaspac filed a motion for the reconsideration of the decision but the PARAB, after consideration of the evidence, the position papers of the parties and the affidavits on record, denied the said motion.

Macaspac appealed to the DARAB which rendered judgment on February 1, 2000 setting aside and reversing the decision of the PARAB. The DARAB gave no probative weight to the testimony of Puyat, Jr. and upheld the validity of the Waiver of Rights. The DARAB held that Puyat, Jr. failed to prove that he had borrowed P2,000.00 from Dizon and mortgaged the subject property to secure the payment thereof.

Puyat, Jr. filed a petition for review with the CA, which rendered judgment on February 26, 2001 granting the petition and reversing the decision of the DARAB; the decision of the PARAB was, thus, reinstated. The CA gave credence to Puyat, Jr.'s testimony and ruled that the Certificate of Land Transfer granted to the latter's father, Puyat, Sr., prevailed over the award of the lots to Macaspac by the President of the Philippines. It ruled that such certificate could not be the subject of collateral attack. Macaspac filed a motion for reconsideration of the said decision, which the CA denied.

Petitioner Macaspac now comes to this Court, praying for the reversal of the decision and the resolution of the CA, contending that:

- THE HONORABLE COURT OF APPEALS ERRED AND ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION IN FINDING THAT THE WAIVER OF RIGHTS DATED APRIL 1, 1976 EXECUTED BY THE LATE RUPERTO PUYAT, SR., RESPONDENT'S FATHER, WAS OBTAINED THRU FRAUD.
- THE HONORABLE COURT OF APPEALS ERRED AND ACTED WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OF JURISDICTION WHEN IT CONCLUDED THAT THE LANDS IN DISPUTE WERE MORTGAGED AND THAT THE SAME WERE TRANSFERRED ONLY TO HEREIN PETITIONER.[16]

The petition is meritorious.

The threshold issue in the PARAB was whether Ruperto Puyat, Sr. abandoned his tenancy of the landholding and surrendered the same to the petitioner in 1963. The issue of whether the Waiver of Rights executed by Ruperto Puyat, Sr. in 1976 is null and void or not is merely a collateral to the threshold issue. The Waiver of Rights is merely corroborative of the affidavit and testimony of the petitioner before the PARAB.

The rule is that issues of fact should not be raised in this Court under Rule 45 of the Rules of Court and that findings and conclusions of the CA are given high respect by the Court. But the rule is subject to exceptional circumstances such as when the findings and conclusions of the CA are contrary to the evidence on record or when the appellate court misconstrued or misinterpreted facts and circumstances of substance which, if considered, will warrant a nullification or even reversal of the decision of the CA.

Respondent Puyat, Jr., the complainant before the PARAB, was burdened to establish the factual allegations of his complaint with the requisite quantum of evidence. He was burdened to prove the following: that in 1963, he borrowed P2,000.00 from Dizon on account of the illnesses of his parents who needed money for the purchase of medicine, and mortgaged the property to her as security for the payment of the said loan; that he left the landholding and allowed the petitioner, to cultivate the property in compliance with one of Dizon's conditions for the grant of the said loan; that his father Puyat, Sr., who had no educational attainment did not know the English language nor how to read or write; the signature atop the typewritten name of his father, and the thumbmark above the typewritten name of his mother on the Waiver of Rights were not those of his parents.

The respondent, however, failed to discharge his burden; the collective testimonies of Dela Peña and Gomez were of no help, either, as such testimonies, in fact, buttressed the case of the petitioner. Dela Peña testified that the petitioner, not the respondent, appeared in the master list of tenants which was in the possession of the MARO. He, likewise, testified that the petitioner had been the tenant on the property since 1963, thus confirming the latter's testimony, including that of the respondent; that the petitioner had been the tenant on the property since 1963, long before Presidential Decree (P.D.) No. 27 was issued by former President Ferdinand E. Marcos. This, likewise, confirmed the contents of the Waiver of Rights. Gomez was of no help either because he was born only on July 15, 1957; hence, only six years old in 1963.

There is no dispute that the tenant on the property before 1963 was Ruperto Puyat, Sr., respondent's father, and that since then, he had vacated the property and stopped cultivating the same for he was too ill to work. The respondent admitted that both his parents were sick with leprosy and had to be confined at the Tala Leprosarium, but could go back to Mexico, Pampanga, every now and then. Puyat, Sr. sold whatever improvements he had introduced on the property to the petitioner who had taken over the tenancy and cultivated the property since 1963. He was the tenant on the property in 1972 when P.D. No. 27 was approved by the former President. While

it may be conceded that the respondent cultivated the property before 1963, his father, however, surrendered the tenancy that year; the respondent, too, left the property and stopped cultivating the same, even worked in Saudi Arabia and in Manila as a driver. He filed the complaint against the petitioner only after 30 long years, on June 4, 1993.

The respondent alleged that the Waiver of Rights executed by his parents was fraudulent, and that the signature and the thumbmark were not those of his parents. However, the DARAB made an altogether different finding, based on the evidence and case law, to wit:

It is a basic principle of law that the probative value of a notarial document, like the Waiver of Rights in the case at bar, carries the presumption of regularity in its favor. The Supreme Court held: “Notarization of a private document converts such document into a public one, and renders it admissible in court without further proof of its authenticity.” (*Joson v. Baltazar*, 194 SCRA 114)

“To contradict the facts contained in a notarial document and the presumption of regularity in its favor, there must be evidence that is clear, convincing and more than merely preponderant.” (*Calahat v. IAC*, 241 SCRA 356)

It cannot be said that plaintiff-appellee has proved by clear, positive and convincing evidence the fact he wishes to establish, that is – that it was not his father who signed his name as he (the father) was then confined at the TALA hospital, a hospital for persons afflicted with leprosy. As keenly observed, not even a certification was presented from the TALA hospital to corroborate on the confinement of plaintiff-appellee’s father from the year 1977. It should be noted that herein appellee Ruperto Puyat’s testimony was never corroborated by a witness.

The totality, therefore, of the testimony of Ruperto Puyat has not ripened into proof; it remains in the level of a mere allegation. And as correctly stated by the defendant-appellant in his Memorandum, mere allegation is not proof. It should be stressed that the burden to prove forgery has shifted on the part of the plaintiff-appellee due to the presumption of regularity of a notarial document.

We find that the declaration against interest (Waiver of Rights) made by the late father of the herein plaintiff-appellee can no longer be inquired into for death has already sealed the lips of the late Ruperto Puyat, Sr. The conclusion of the Adjudicator a quo that there was no evidence presented to controvert the testimonies of Ruperto Puyat, plaintiff-appellee herein, and that the declaration of Ruben Bautista that Feliza Tiqui and Ruperto Puyat actually went to the Notary Public to acknowledge the “waiver of right” as the rightful and true expression of the contents thereof, appears to be inappropriate and not well-placed, for the presumption of regularity is in favor of the document. It would be the role of Ruperto Puyat, Jr. who seeks to destroy the sanctity of the waiver, to present witnesses who would declare, based on their own knowledge, that the signature thereon was only a forgery.[17]

...

Another point strongly militating against Ruperto’s claim is why it took him sixteen (16) years from the date of his father’s death in 1977, to question the possession and tenure of Virgilio Macaspac. The same circumstance can even be interpreted to mean that Ruperto Puyat, Jr. had all along known of the waiver and that he had or even tacitly admitted it.

As alleged in the complaint, even before the death of Ruperto Puyat, Sr., plaintiff-appellee herein had been occupying, possessing and tilling the land to the exclusion of the general public, harvesting and enjoying the fruits thereon. However, the allegation of the plaintiff-appellee that his late father borrowed money from one Emilia Sandico who, in turn, gave the possession of the landholding to the herein appellant, Virgilio Macaspac, is not

supported by even a quantum of substantial evidence, and has been disclaimed by Emilia Sandico whose testimony has not been controverted.

Moreover, defendant-appellant herein is already a holder of a Certificate of Land Ownership Award. The logical conclusion would be in favor of the continuous possession of appellant Virgilio Macaspac, who, having been found to be in actual possession and cultivation of the landholding, was accordingly issued a CLOA covering the same.[18]

We agree with the DARAB. A person is presumed to take ordinary care of his concerns,[19] private transactions are presumed fair and regular and that ordinary course of business has been followed.[20] Moreover, in *Tenio-Obsequio v. Court of Appeals*,[21] the Court held that forgery cannot be presumed. A public document is evidence of the facts in the clear unequivocal manner therein expressed. It has in its favor the presumption of regularity.[22] Thus, he who alleges forgery must prove the same by clear, positive and convincing evidence.[23]

It bears stressing that the Waiver of Rights was notarized. The petitioner appeared before the notary public and witnessed the execution of the said deed by the respondent's parents. The deed was then filed with the MARO from which the respondent secured a copy thereof. The respondent even failed to adduce substantial evidence that Dizon granted a loan of P2,000.00 in 1963; that the landholding was mortgaged to her as security for the said loan; that the petitioner was a tenant of Dizon and chosen by her to till the land until the said loan was paid. Aside from his testimony, the respondent failed to adduce a morsel of corroborating evidence, which in this case was necessary, since his testimony was chameleonic and barren of probative weight.

On direct examination, the respondent testified that he was the one who borrowed P2,000.00 from Dizon[24] and that he mortgaged the property to her.[25] But when cross-examined, the respondent admitted that his father, and not he, was the tenant on the property and that it was his father who borrowed money from Dizon. He also testified that his father executed a Waiver of Rights authorizing him to mortgage the property:

Atty. Cunanan:

Q - Is it not a fact, Mr. Puyat, that your father, the late Ruperto Puyat, Sr., is to recognize (sic) tenant of the land in question?

A - It is in his name but actually I am the one tenaning (sic) the land in question.

Q - Since your father is the actual tenant of the land, why then (sic) you mortgaged (sic), were you not a tenant of the same?

A - No, Sir, I am the one working.

Q - Do (sic) I made to understand from you and (sic) you want to convey the Honorable Board that you are working the land, you have the right to mortgage the property.

A - My father borrowed money, he needs (sic) the money to buy residents (sic).

Q - When your father requested you to mortgage this property since it is mortgaged. Did your father gave (sic) a written authority to that effect?

A - Yes, Sir, he merely gave a waiver authorization to mortgage the landholding in question.

Q - How old are (sic) you at that time in 1963 when, according to you, secure (sic) money from Mrs. Sandico?

A - About 20 years old.

Q - Where you born in what year? (sic)

A - November 9, 1940.[26]

Indeed, the testimony of the respondent is dubious because of the following: (a) neither he nor his father owned the landholding and had no right to mortgage the same; (b) the respondent failed to adduce in evidence the alleged

waiver executed by his father; and (c) the respondent failed to adduce any documentary evidence that Dizon lent P2,000.00 to the respondent or his father and that either of them mortgaged the landholding to Dizon.

The respondent even failed to adduce proof that the petitioner was a tenant of Dizon on the property and, if at all, she owned any agricultural land.

The respondent admitted that he never talked with the petitioner after his father surrendered the landholding to the petitioner.[27]

The respondent alleged in his complaint that he was ready to repay Dizon, but that he could not do so as she had gone to the U. S. where she had been residing since then. But then, he admitted when he testified that Dizon had been in Pampanga all along. In fact, Dizon executed an Affidavit on March 9, 1994, denying the respondent's claim that she had loaned P2,000.00 to him or his father:

- Na, batay sa manipistasyon ng isang abogado, Felipe Y. Tuazon, na humaharap para kay Ruperto Puyat sa kaso laban kay Ginoong Virgilio Macaspac, may petsa – Diciembre 17, 1993 – (Records), na ako ay may sakit ay isang malaking kasinungalingan at ito ay gawa-gawa lamang ni Ruperto Puyat;

- Na, sa katunayan, ako ay nakadalaw pa sa bansang America at dinalaw ko ang aking mga anak sa nasabing bansa, sa tulong ng Maykapal hanggang sa panahon ngayon ay malakas ang aking pangangatawan at malinaw ang pag-iisip upang patunayan na si Ginoong Virgilio Macaspac ay siya ang tunay na nakatalang magsasaka at may-ari ng lupang pinag-uusapan;

- Na, aking pinabubulaan (sic) o hindi totoo ang salaysay ni Ruperto Puyat na siya o ang kanyang namatay na ama kailanman ay hindi humiram sa akin ng pera;

- Na, aking ginawa at sinumpaang salaysay na ito para patunayan na ang lahat ng sinabi ni Abogado Tuazon sa kanyang manipistasyon at Ruperto Puyat tungkol sa akin ay pawing (sic) kasinungalingan at upang patunayan pa rin na si Virgilio Macaspac ay siyang tunay at nakabatas na magsasaka sa lupang pinag-uusapan.[28]

The foregoing affidavit of Dizon frontally belies the testimony of the respondent, that when he had offered to repay the loan, Dizon told him that she had forgotten their transaction:

Q - Did you request with (sic) Emilia Sandico regarding this case?

A - Yes, Sir.

Q - What was her answer?

A - We kept on telling him (sic) I have forgotten all our agreement regarding the landholding.[29]

The affidavit of Dizon cannot be said to be hearsay evidence because the parties had agreed that the affidavits of the petitioner and of Dizon constituted their direct examinations subject to the cross-examinations of the counsel of the respondent. The latter opted not to cross-examine Dizon because she was sickly.

The respondent submitted that his father Puyat, Sr. could not have affixed his signature on the Waiver of Rights because he was uneducated, did not understand English, had been confined at the Tala Leprosarium for leprosy and had no occasion to go home to Pampanga. But the testimony of the respondent on his father being uneducated is at best tenuous. When asked on the matter, the respondent answered, "None, Sir." [30] But when examined further by his counsel, the respondent replied, "I don't know:"

Atty. Tuazon:

Of your own knowledge, can you tell what is the educational attainment of your father?

A - None, Sir.

Q - Do you mean to say your father still did not study in the school also with your mother? (sic)

A - I don't know.[31]

Moreover, the respondent admitted on cross-examination that there were times that his father and mother were allowed to go home:

Q - From 1977 down, he was already suffering from leprosy. In what particular hospital your father was (sic) confined?

A - He was confined at TALA.

Q - In what year he was (sic) confined in the particular hospital?

A - He was confined in the hospital and once in a while he was allowed to go home but he has (sic) to return every now and then.

Q - What about your mother?

A - Yes, Sir.

Q - Meaning to say that your mother is also suffering from leprosy?

A - Yes, Sir.

Q - She was also confine (sic) in the hospital just like your father?

A - Yes, Sir.[32]

An analysis of the evidence on record in relation to the Waiver of Rights executed by the spouses Puyat in 1976 led us to believe that the said deed was only a reiteration and affirmation of the transaction between the said spouses Puyat and the petitioner in 1963, and to forestall any difficulties that could arise in due time when the petitioner will file an application for the issuance of Certificates of Land Transfer over the landholding taking into account the illness of the spouses. After all, the petitioner was a tenant on the property when P.D. No. 27 took effect in 1972 and had been and remained the tenant on the property since 1963; hence, entitled to the benefits of the new law and subsequent agrarian reform laws and issuances.

We do not agree with the ruling of the CA, thus:

There is no doubt that by reason of the fraudulent pretense of the defendant, he was able to obtain the certificates of land transfer as a farmer and president of the samahang nasyon of the locality where the property is located.

Withal, the Certificate of Land Transfer issued in the name of Ruperto Puyat, Sr. can neither be override nor be cancelled by another Certificate of Land Ownership Award. It is true enough that a Certificate of Land Ownership Award (CLOA) is evidence of ownership of land by a beneficiary under Republic Act No. 6657, the Comprehensive Agrarian Reform Law of 1988. However, the Certificate issued to respondent Virgilio Macaspac cannot be given validity by this Court.

The issue of the validity of title, i.e., whether or not it was fraudulently issued, can only be raised in an action expressly instituted for that purpose. The validity of Certificate of Land Transfer which had already been issued to a tenant cannot be attacked collaterally. Nullification of said certificate may be had only in a case directly attacking its validity but never collaterally.[33]

We have meticulously examined the records and found not even a Certificate of Land Transfer ever issued to Ruperto Puyat, Sr. or even to the respondent.

On the other hand, the petitioner was granted Certificates of Land Transfer on January 16, 1979 by no less than

the President of the Philippines, through the Ministry of Agrarian Reform, and thereafter, Transfer Certificates of Title dated December 7, 1992 over the property after paying the amortizations to the Land Bank of the Philippines. Neither the respondent nor his father ever paid a single centavo for the property.

It bears stressing that before Certificates of Land Transfer were granted, the DAR conducted intensive investigations to determine whether the grantee had all the qualifications required by law. The officers and employees of the DAR are presumed to have performed their duties in accordance with law. No shred of evidence was adduced by the respondent to controvert the same.

We have ruled that the intention of a tenant to surrender the landholding cannot be presumed, much less determined by implication. 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 which must be convincingly shown by evidence.[34] We are convinced beyond cavil that because of his illness which rendered him physically incapable of cultivating the landholding, Ruperto Puyat, Sr., indeed, abandoned the landholding, sold his improvements thereon to the petitioner. The resounding silence of Ruperto Puyat, Sr. since 1963 until his death and the respondent for thirty years since 1963 even when P.D. No. 27 took effect is daunting evidence of such abandonment and surrender. If one maintains silence, when in conscience he ought to speak, equity will debar him from speaking when in conscience he ought to remain silent. He who remains silent when he ought to speak cannot be heard to speak when he should be silent.[35] We cannot, in law and in conscience, condone the eviction of the petitioner who, for the same period of time, tenanted the property without any complaint from Ruperto Puyat, Sr. and/or his son and dutifully paid the amortizations of the land.

IN LIGHT OF ALL THE FOREGOING, the petition is GRANTED. The Decision of the Court of Appeals in CA-G.R. SP No. 57517 is REVERSED AND SET ASIDE. The Decision of the Department of Agrarian Reform Adjudication Board is REINSTATED. No costs.

SO ORDERED.

Puno, (Chairman), Austria-Martinez, Tinga, and Chico-Nazario, JJ., concur.

[1] Penned by Associate Justice Alicia L. Santos, with Associate Justices Ramon A. Barcelona (retired) and Rodrigo V. Cosico, concurring.

[2] Records, pp. 9-12.

[3] Records, pp. 10-11.

[4] Id. at 9.

[5] Id. at 19-23.

[6] Records, pp. 109-112.

[7] Id. at 101-108.

[8] Id. at 100.

[9] Records, pp. 253-254.

[10] Records, pp. 253-254.

[11] Id. at 317.

- [12] Id. at 306.
- [13] Id. at 302.
- [14] Id. at 304.
- [15] Id. at 326-338.
- [16] Rollo, p. 13.
- [17] Rollo, pp. 42-44.
- [18] Id. at 44-45.
- [19] Section 3(d), Rule 131 of the Revised Rules of Evidence.
- [20] Section 3(p)(q), Rule 131 of the Revised Rules of Evidence.
- [21] G.R. No. 107967, 1 March 1994, 230 SCRA 550.
- [22] Id. at 558.
- [23] Fernandez v. Fernandez, G.R. No. 143256, 28 August 2001, 363 SCRA 811.
- [24] TSN, 11 November 1993, p. 50.
- [25] TSN, 22 November 1993, p. 1.
- [26] TSN, 22 November 1993, pp. 3-4.
- [27] TSN, 22 November 1993, p. 5.
- [28] Records, p. 317.
- [29] TSN, 22 November 1993, pp. 7-8.
- [30] TSN, 11 November 1993, p. 46.
- [31] TSN, 11 November 1993, p. 46.
- [32] Id. at 42-43.
- [33] Rollo, pp. 55-56.
- [34] Talavera v. Court of Appeals, G.R. No. 77830, 27 February 1990, 182 SCRA 778.
- [35] Santiago Syjuco, Inc. v. Castro, G.R. No. 70403, 7 July 1989, 175 SCRA 171.

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