

**EUGENIO BAUTISTA, ROMEO CRUZ AND CARMENCITA B. CRUZ,
PETITIONERS, VS. SUSANA MAG-ISA VDA. DE VILLENA,
RESPONDENT.**

G.R. No. 152564. September 13, 2004

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Agrarian laws were enacted to help small farmers uplift their economic status by providing them with a modest standard of living sufficient to meet their needs for food, clothing, shelter and other basic necessities. The law grants them the right to constitute a home lot as their dwelling and subsistence. Because it is intimately connected with the tenancy relationship of the landowner and the agricultural lessee, any dispute regarding its transfer, removal or retention falls within the jurisdiction of the DARAB --the quasi-judicial body specially tasked to hear and adjudicate all agrarian disputes, matters or incidents involved in or related to the implementation of agrarian laws.

The Case

Before us is a Petition for Review[1] under Rule 45 of the Rules of Court, assailing the May 29, 2001 Decision[2] and the March 13, 2002 Resolution[3] of the Court of Appeals (CA) in CA-GR CV No. 45948. The assailed Decision disposed as follows:

“WHEREFORE, premises considered, the appeal is hereby GRANTED. The Decision appealed from is REVERSED and SET ASIDE. The complaint against [respondent] is ordered DISMISSED.”[4]

The challenged Resolution denied reconsideration of the Decision.

The Facts

The CA narrates the facts in this wise:

“The agricultural lot in question, designated as Lot No. 26, is situated at Poblacion, San Rafael, Bulacan, and covered by TCT No. RT-6304. Along with another parcel of land with an area of 2½ hectares, it was originally owned by Maria Lopez Caluag (or “Caluag”), who is now deceased. The original tenant-tiller of this agricultural land was the late Aqui[li]no Villena, husband of [respondent], Susana Mag[-I]sa Villena (or “Susana”). The tenancy relationship dated back to 1946 and continued even after the demise of Aquilino through his surviving spouse, Susana.

“In 1957, upon the instruction of Caluag, the house of Susana was transferred to the subject lot, because Caluag had given Susana a portion thereof with an area of 1000 square meters as [home lot] and seedbed. Since then, Susana had been in peaceful possession thereof until 1987 when a case for ejectment was filed against her by [petitioners] Eugenio Bautista, Romeo Cruz and Carmencita B. Cruz x x x.”[5]

The ejectment case did not prosper. Thus, at the Regional Trial Court (RTC) of Bulacan on March 26, 1990,

petitioners filed against respondent an action for quieting of title and recovery of possession.[6] The trial court ruled in favor of petitioners, prompting respondent to appeal to the CA.

Ruling of the Court of Appeals

Reversing the trial court, the appellate court ruled that as tenant of the previous owner of the land, respondent was entitled to a home lot and the right to maintain a house thereon.[7] It also opined that since the case involved the right to continue and enjoy the home lot, jurisdiction belonged to the Department of Agrarian Reform Adjudication Board (DARAB), not to the trial court.[8]

Hence, this Petition.[9]

The Issue

The sole issue raised by petitioners for our consideration is as follows:

“x x x [W]hether or not this case falls under the ambit of the exclusive jurisdiction of the Department of Agrarian Reform Adjudication Board (DARAB) pursuant to Executive Order 129-A.”[10]

The Court’s Ruling

The Petition has no merit.

Sole Issue:

Jurisdiction of the DARAB

The doctrine of primary jurisdiction precludes the courts from resolving a controversy over which jurisdiction has initially been lodged with an administrative body of special competence.[11] For agrarian reform cases, jurisdiction is vested in the Department of Agrarian Reform (DAR); more specifically, in the Department of Agrarian Reform Adjudication Board (DARAB).

Executive Order 229[12] vested the DAR with (1) quasi-judicial powers to determine and adjudicate agrarian reform matters; and (2) jurisdiction over all matters involving the implementation of agrarian reform, except those falling under the exclusive original jurisdiction of the Department of Agriculture and the Department of Environment and Natural Resources.[13] This law divested the regional trial courts of their general jurisdiction to try agrarian reform matters.[14]

Under Republic Act 6657,[15] the DAR retains jurisdiction over all agrarian reform matters. The pertinent provision reads:

“Section 50. Quasi-Judicial Powers of the DAR. —The DAR is hereby vested with the primary jurisdiction to determine and adjudicate agrarian reform matters and shall have exclusive original jurisdiction over all matters involving the implementation of agrarian reform, except those falling under the exclusive jurisdiction of the Department of Agriculture and the Department of Environment and Natural Resources.

“It shall not be bound by technical rules of procedure and evidence but shall proceed to hear and decide all cases, disputes or controversies in a most expeditious manner, employing all reasonable means to ascertain the facts of every case in accordance with justice and equity and the merits of the case. Toward this end, it shall adopt a uniform rule of procedure to achieve a just, expeditious and inexpensive determination of every action or proceeding before it.

“x x x x x x x x

“Notwithstanding an appeal to the Court of Appeals, the decision of the DAR shall be immediately executory.”[16]

In the process of reorganizing and strengthening the DAR, Executive Order No. 129-A[17] was enacted; it created the DARAB to assume the adjudicatory powers and functions of the Department.[18] Rule II of the Revised Rules of the DARAB provides as follows:

“Section 1. Primary And Exclusive Original and Appellate Jurisdiction. — The board shall have primary and exclusive jurisdiction, both original and appellate, to determine and adjudicate all agrarian disputes involving the implementation of the Comprehensive Agrarian Reform Program (CARP) under Republic Act no. 6657, Executive Order Nos. 228, 229, and 129-A, Republic Act No. 3844 as amended by Republic Act No. 6389, Presidential Decree No. 27 and other agrarian laws and their implementing rules and regulations. x x x.

“x x x x x x x x.”[19]

Agrarian dispute refers to any controversy relating to tenurial arrangements -- whether leasehold, tenancy, stewardship or otherwise -- over lands devoted to agriculture. Such disputes include those concerning farm workers’ associations or representations of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements.[20] Also included is any controversy relating to the terms and conditions of transfer of ownership from landowners to farm workers, 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.[21]

The Existence of Tenancy

The instant case involves the tenancy rights of respondent against petitioners. Consequently, there exists an agrarian dispute cognizable by the DARAB.

Tenants are defined as persons who -- in themselves and with the aid available from within their immediate farm households -- cultivate 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 money or both under the leasehold tenancy system.[22]

Respondent was a tenant of petitioners’ predecessors. Petitioners’ own evidence confirmed this fact. The CA keenly observed thus:

“x x x. The status of the [respondent] as tenant of Maria Lopez Caluag and later of Lorenzo Caluag has been clearly established thru the testimonies of several witnesses, namely:

1. [Petitioner] Eugenio Bautista, who testified on direct examination, thus:

‘Q.

How about the [respondent], Susana Mag[-I]sa Vda. De Villena, do you know her?

A.

Yes, sir.

Q.

Why do you know her?

A.

She is one of the tenants of my in-law in the farm, sir.

Q.

Who is that in-law of yours?

A.

Maria Lopez Vda. De Caluag, sir.

x x x x x x x x

Q.

At the time Susana Mag[-I]sa transferred her house to the lot in question, who was the owner of it?

x x x x x x x x

A.

My in-law, Maria Lopez Vda. De Caluag, sir.

COURT:

Q.

And she asked permission from Maria Lopez Vda. De Caluag who gave her permission?

A.

Yes, your Honor, because she owns it.

x x x x x x x x

Q.

Is there a relationship between your mother-in-law, Maria Lopez Vda. De Caluag and Lorenzo Caluag?

A.

Yes, there is, sir.

Q.

What?

A.

Maria Lopez Vda. De Caluag is the grandmother of Lorenzo, your honor.

Q.

Do you know if there is a tenancy contract between Susana Mag[-I]sa Vda. De Villena and Lorenzo Caluag?

A.

There is, sir.

Q.

I am showing to you an agricultural leasehold contract dated August 25, 1987.

X X X X X X X X X

A.

This is the contract, sir.'

On cross examination, he further declared as follows:

'ATTY. AURE:

X X X X X X X X X

How [was respondent] able to possess the land in question?

COURT:

What was your answer last time?

A.

I was against it. Since there was no other way to allow them to stay, so I allow[ed] them to stay.

ATTY. AURE:

And this landholding being tenanted by Susana is also the land of Maria Lopez, but transferred to her grandchildren?

A.

Yes, sir, they are all heirs, so they have the right to [the] share of the land.

Q.

And you said that Susana has a leasehold with the owners of the land?

A.

Yes, sir.

x x x x x x x x

Q.

Now, before you bought the land, you know that Susana was already there in the premises?

A.

Yes, sir x x x.'

2. Angelina Caluag, whose testimony given on November 27, 1990, further bolsters [respondent's] tenancy status. Her declarations read:

'Q.

Now, Mrs. Witness, do you know when the house of Susana Mag[-I]sa was constructed on this land?

A.

As far as I can remember, 1957.

Q.

Are you in a position to tell the Court how Susana Mag[-I]sa came to build her house on that land?

A.

x x x they requested my mother-in-law if they can transfer to the lot and they were allowed.

x x x x x x x x

Q.

You stated that you came to know the [respondent] when she became the tenant of your mother-in-law, is that correct?

A.

Yes, sir.

Q.

When was that?

A.

It was in 1950 when I knew her.

Q.

You want to convey to the Hon. Court that it was only in 1950 that you [knew] that the [respondent] became the tenant of your mother-in-law?

A.

I do not know if she had been the tenant of my mother-in-law before 1950. As far as I know, it was only in 1950 that I came to know her as a tenant of my mother-in-law.'

3. Atty. Jose Caluag, another witness for [petitioners], who testified on December 4, 1990, thus:

'Q. And, what else, Mr. witness?

A.

And, the [respondent] whom I know to be the tenant of my grandmother in the rice field beyond the cemetery, asked for permission x x x to build a small nipa hut x x x.'

"The foregoing testimonies which categorically confirm the tenancy of the [respondent] are judicial admissions, and thus, do not require further proof. Section [4], Rule 129 of the Rules of Evidence pertinently provides:

'Section [4]. Judicial admissions. —[An admission, verbal or written, made by a party in the course of the proceedings in the same case, does not require proof. The admission may be contradicted only by showing that it was made through palpable mistake or that no such admission was made.]"[23]

Tenancy Rights Enforceable

Against Petitioners

The law protects agricultural lessees by conferring upon them security of tenure over the landholding they are working on.[24] The tenancy relation cannot be extinguished by the mere expiration of the term or period in a leasehold contract; or by the sale, the alienation or the transfer of legal possession of the landholding.[25]

Respondent's rights as an agricultural lessee are therefore enforceable against Maria Lopez and Lorenzo

Caluag's transferees, herein petitioners. In *Tanpingco v. IAC*,^[26] we explained the reason for this rule:

“Under Article 428 of the New Civil Code, the owner has the right to dispose of a thing without other limitations than those established by law. As an incident of ownership therefore, there is nothing to prevent a landowner from [transferring] his naked title to the land. However, the new owner must respect the rights of the tenant. Section 7 of R.A. No. 3844, as amended (Code of Agrarian Reforms of the Philippines) gives the agricultural lessee the right to work on the landholding once the leasehold relationship is established. It also entitles him to security of tenure on his landholding. He can only be ejected by the court for cause. Time and again, this Court has guaranteed the continuity and security of tenure of a tenant even in cases of a mere transfer of legal possession. As elucidated in the case of *Bernardo v. Court of Appeals* (168 SCRA 439 [1988]), security of tenure is a legal concession to agricultural lessees which they value as life itself and deprivation of their landholdings is tantamount to deprivation of their only means of livelihood. Also, under Section 10 of the same Act, the law explicitly provides that the leasehold relation is not extinguished by the alienation or transfer of the legal possession of the landholding. The only instances when the agricultural leasehold relationship is extinguished are found in Sections 8, 28 and 36 of the Code of Agrarian Reforms of the Philippines. x x x.”^[27]

Tenancy Dispute

To justify respondent's ejectment, petitioners argue that no tenancy relationship exists with respect to the subject lot, since the property is a residential and not an agricultural land.^[28] They further contend that even on the assumption that a tenancy relationship existed, the CA erred in considering the area as respondent's home lot.^[29] According to them, a home lot should be constituted on the farm that the lessee is tilling, not on the residential lot of the landowner.^[30] For these reasons, they claim that jurisdiction lies with the regular courts, not with the DARAB.

There is no legal basis for petitioners' restrictive interpretation of the jurisdiction of the DARAB. Its jurisdiction encompasses “all agrarian disputes, cases, controversies, and matters or incidents involving the implementation of all agrarian laws.” A home lot is incident to a tenant's rights. The right to retain or remove it is therefore an agrarian dispute that should be resolved by the DARAB.

Not binding on the courts is the Certification issued by the municipal agrarian reform officer of San Rafael, Bulacan, that respondent is “NOT a bonafide tenant of a parcel of land registered in the name of EUGENIO BAUTISTA, et al.”^[31] In a given locality, merely preliminary or provisional are the certifications or findings of the secretary of agrarian reform (or of an authorized representative) concerning the presence or the absence of a tenancy relationship between the contending parties; hence, such certifications do not bind the judiciary.^[32] Moreover, in this case the CA found the Certification to have been issued without any prior investigation.^[33]

It should be noted that even if the tenurial arrangement had been severed, the action still involved an agrarian dispute. On this point, this Court has ruled:

“x x x. [J]urisdiction does not require the continuance of the relationship of landlord and tenant — at the time of the dispute. The same may have arisen, and often times arises, precisely from the previous termination of such relationship. If the same existed immediately, or shortly, before the controversy and the subject-matter thereof is whether or not said relationship has been lawfully terminated, or if the dispute otherwise springs or originates from the relationship of landlord and tenant, the litigation is (then) cognizable only by the [DARAB].”^[34]

Entitlement to a Home Lot

Tenants are entitled to home lots located at a convenient and suitable place within the landholder's property, where they can construct and maintain their houses.^[35] These home lots will be considered as part of the tenants'

leasehold. [36]

The right to a home lot is provided under the following provision of RA 1199,[37] as amended by RA 2263:[38]

"Sec. 22. Rights of the Tenant.

x x x x x x x x

(3) The tenant shall have the right to demand for a home lot suitable for dwelling with an area of not more than 3 per cent of the area of his landholding provided that it does not exceed one thousand square meters and that it shall be located at a convenient and suitable place within the land of the landholder to be designated by the latter where the tenant shall construct his dwelling and may raise vegetables, poultry, pigs and other animals and engage in minor industries, the products of which shall accrue to the tenant exclusively. The Tenant's dwelling shall not be removed from the lot already assigned to him by the landholder, except as provided in section twenty-six[39] unless there is a severance of the tenancy relationship between them as provided under section nine,[40] or unless the tenant is ejected for cause, and only after the expiration of forty-five days following such severance of relationship or dismissal for cause.”[41]

The evidence presented by petitioners established how the home lot was constituted on the subject lot. Their witnesses -- Eugenio Bautista, Angelina G. Caluag and Atty. Jose Caluag -- all testified that sometime in 1957, respondent was allowed to construct her house on the subject lot, because there was trouble with the Hukbalahaps in the farm she was tenanting.[42] Under the circumstances, it was not convenient and suitable to situate the home lot on the farm.

Since the primary purpose of a home lot is to accord the tenant a dwelling place, there can be no valid opposition if the only available place for it is a residential land. The current location of the home lot in the present case was, at the time, the convenient and suitable place for dwelling. Significantly, the landowner acceded to constitute the home lot on the alleged residential land.

Having situated the home lot on the subject lot since 1957, respondent can be ejected therefrom only for cause or upon proof that the tenancy relationship has already been severed. Petitioners should prove before the DARAB their grounds for ejectment.

WHEREFORE, this Petition is DENIED, and the assailed Decision and Resolution AFFIRMED. Costs against petitioners.

SO ORDERED.

Sandoval-Gutierrez and Corona, JJ., concur.

Carpio-Morales, J., no part, on official leave.

[1] Rollo, pp. 7-19.

[2] Id., pp. 21-29. Eleventh Division. Penned by Justice Rebecca de Guia-Salvador, with the concurrence of Justices Conchita Carpio Morales (Division chairman of the CA and now a member of this Court) and Candido V. Rivera.

[3] Id., p. 31.

[4] Assailed Decision, p. 9; rollo, p. 29.

[5] Id., pp. 2 & 22.

[6] RTC Decision dated December 20, 1993, p. 1; rollo, p. 57.

[7] Assailed Decision, pp. 3-7; rollo, pp. 23-27.

[8] Id., pp. 8 & 28.

[9] This case was deemed submitted for resolution on March 24, 2003, upon this Court's receipt of petitioners' Memorandum, signed by Atty. Leo D. Villavert. Respondent's Memorandum, signed by Atty. Marcelo G. Aure, was filed on March 5, 2003.

[10] Petitioners' Memorandum, p. 4.

[11] Villaflor v. Court of Appeals, 345 Phil. 524, 559, October 9, 1997; Machete v. Court of Appeals, 320 Phil. 227, 235, November 20, 1995.

[12] "Providing the Mechanisms for the Implementation of the Comprehensive Agrarian Reform Program." Approved on July 22, 1987.

[13] §17.

[14] Quismundo v. Court of Appeals, 201 SCRA 609, 614, September 13, 1991.

[15] Comprehensive Agrarian Reform Law of 1988. Approved on June 10, 1988.

[16] Regional trial courts have not been completely divested of jurisdiction over agrarian reform matters. §56 of RA 6657 confers jurisdiction on "special agrarian courts," which are RTCs designated by this Court to act as such -- at least one branch within each province. Under §57, these special agrarian courts have original and exclusive jurisdiction over (1) all petitions for the determination of just compensation to landowners and (2) the prosecution of all criminal offenses under the Act.

[17] "Reorganizing and Strengthening the Department of Agrarian Reform and for Other Purposes." Approved on July 26, 1987.

[18] "Section 13. Agrarian Reform Adjudication Board. There is hereby created an Agrarian Reform Adjudication Board under the Office of the Secretary x x x. The Board shall assume the powers and functions with respect to the adjudication of agrarian reform cases under Executive Order No. 229 and this Executive Order. x x x." See also David v. Rivera, GR Nos. 139913 & 140159, January 16, 2004; Machete v. Court of Appeals, supra.

[19] While this Rule has been revised, the jurisdiction of the DARAB has remained substantially the same. Pertinent provisions of the present 2003 Rules of Procedure reads:

"SECTION 1. Primary and Exclusive Original Jurisdiction. The Adjudicator shall have primary and exclusive original jurisdiction to determine and adjudicate the following cases:

1.1

The rights and obligations of persons, whether natural or juridical, engaged in the management, cultivation, and use of all agricultural lands covered by Republic Act (RA) No. 6657, otherwise known as the Comprehensive Agrarian Reform Law (CARL), and other related agrarian laws;

x x x x x x x x

1.4.

Those cases involving the ejectment and dispossession of tenants and/or leaseholders;

x x x x x x x x"

[20] §3(d) of RA 6657; *Arzaga v. Copias*, 400 SCRA 148, 152, March 28, 2003; *Machete v. Court of Appeals*, supra; *Vda. de Tangub v. Court of Appeals*, 191 SCRA 885, 892, December 3, 1990.

[21] §3(d) of RA 6657; *Pasong Bayabas Farmers Association, Inc. v. Court of Appeals*, GR No. 142359, May 25, 2004.

[22] §5(a) of RA 1199; *Rupa Sr. v. Court of Appeals*, 380 Phil. 112, 122, January 25, 2000; *Zamoras v. Su Jr.*, 184 SCRA 248, 252, April 6, 1990; *Matienzo v. Servidad*, 194 Phil. 263, 270, September 10, 1981.

It should be noted that share tenancy has been abolished and declared contrary to public policy (§4 of RA 3844).

[23] Assailed Decision, pp. 3-6; rollo, pp. 23-26.

[24] *Alarcon v. Court of Appeals*, 405 SCRA 440, 446, July 8, 2003; *Endaya v. Court of Appeals*, 215 SCRA 109, 115, October 23, 1992; *Ancheta v. Court of Appeals*, 200 SCRA 407, 412, August 9, 1991; *De Jesus v. Intermediate Appellate Court*, 175 SCRA 559, 565, July 24, 1989.

[25] §10 of RA 3844; *Endaya v. Court of Appeals*, supra, p. 114; *De Jesus v. Intermediate Appellate Court*, supra.

[26] 207 SCRA 652, March 31, 1992.

[27] *Id.*, pp. 657-658, per Gutierrez Jr., J. Also cited in *PNB v. CA*, 341 Phil. 72, 81, July 7, 1997.

[28] Petitioners' Memorandum, p. 5.

[29] *Id.*, p. 7.

[30] *Ibid.*

[31] Petitioners' Memorandum, p. 7; assailed Decision, p. 6; rollo, p. 26.

[32] *Nisnisan v. Court of Appeals*, 355 Phil. 605, 612, August 12, 1998; *Oarde v. Court of Appeals*, 280 SCRA 235, 246, October 8, 1997; *Cuaño v. Court of Appeals*, 237 SCRA 122, 137-138, September 26, 1994.

[33] Assailed Decision, p. 6; rollo, p. 26.

[34] *David v. Rivera*, supra, per Tinga, J.; *Latag v. Banog*, 122 Phil. 1188, 1194, January 31, 1966, per Zaldivar, J. (both citing *Basilio v. De Guzman*, 105 Phil. 1276, April 22, 1959).

[35] *Cecilleville Realty and Service Corp. v. Court of Appeals*, 344 Phil. 375, 381, September 5, 1997.

[36] §24 of RA 3844 provides:

"Section 24. Right to a Home Lot. — The agricultural lessee shall have the right to continue in the exclusive possession and enjoyment of any home lot he may have occupied upon the effectivity of this Code, which shall be considered as included in the leasehold."

[37] The Agricultural Tenancy Act of the Philippines. Approved on August 30, 1954.

[38] Approved on June 19, 1959.

[39] “Sec. 26. Obligations of the Landholder:

(a) The landholder shall furnish the tenant with a home lot as provided in section 22 (3): Provided, That should the landholder designate another site for such home lot than that already occupied by the tenant, the former shall bear the expenses of transferring the existing house and improvements from the home lot already occupied by the tenant to the site newly designated by the former: Provided, further, That if the tenant disagrees to the transfer of the home lot, the matter shall be submitted to the court for determination.”

[40] “Sec. 9. Severance of Relations. — The tenancy relationship is extinguished by the voluntary surrender or abandonment of the land by, or the death or incapacity of, the tenant: Provided, That in case of the tenant's death or incapacity, the tenancy relationship shall continue between the landholder and one member of the tenant's immediate farm household who is related to the tenant within the second degree by consanguinity and who shall cultivate the land himself personally unless the landholder shall cultivate the land himself personally or through the employment of mechanical farm implements, in accordance with section fifty hereof. Should the deceased or incapacitated tenant have two or more members of his immediate farm household qualified to succeed him, the landholder shall have the right to choose from among them who should succeed. The expiration of the period of the contract as fixed by the parties, or the sale, alienation or transfer of legal possession of the land does not of itself extinguish the relationship. In the latter case, the purchaser or transferee shall assume the rights and obligations of the former landholder in relation to the tenant. In case of death of the landholder, his heir or heirs shall likewise assume his rights and obligations.”

[41] Under RA 3844, the following provisions provide the instances when the agricultural leasehold relationship is extinguished:

“Section 8. Extinguishment of Agricultural Leasehold Relation. — The agricultural leasehold relation established under this Code shall be extinguished by:

- (1) Abandonment of the landholding without the knowledge of the agricultural lessor;
- (2) Voluntary surrender of the landholding by the agricultural lessee, written notice of which shall be served three months in advance; or
- (3) Absence of the persons under Section nine to succeed to the lessee, in the event of death or permanent incapacity of the lessee.”

“Section 28. Termination of Leasehold by Agricultural Lessee During Agricultural Year. — The agricultural lessee may terminate the leasehold during the agricultural year for any of the following causes:

- (1) Cruel, inhuman or offensive treatment of the agricultural lessee or any member of his immediate farm household by the agricultural lessor or his representative with the knowledge and consent of the lessor;
- (2) Non-compliance on the part of the agricultural lessor with any of the obligations imposed upon him by the provisions of this Code or by his contract with the agricultural lessee;
- (3) Compulsion of the agricultural lessee or any member of his immediate farm household by the agricultural lessor to do any work or render any service not in any way connected with farm work or even without compulsion if no compensation is paid;
- (4) Commission of a crime by the agricultural lessor or his representative against the agricultural lessee or any member of his immediate farm household; or
- (5) Voluntary surrender due to circumstances more advantageous to him and his family.”

“Section 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:

- (1) The agricultural lessor-owner or a member of his immediate family will personally cultivate the landholding or will convert the landholding, if suitably located, into residential, factory, hospital or school site or other useful non-agricultural purposes: Provided, That the agricultural lessee shall be entitled to disturbance compensation equivalent to five years rental on his landholding in addition to his rights under Sections twenty-five and thirty-four, except when the land owned and leased by the agricultural lessor is not more than five hectares, in which case instead of disturbance compensation the lessee may be entitled to an advanced notice of at least one agricultural year before ejectment proceedings are filed against him: Provided, further, That should the landholder not cultivate the land himself for three years or fail to substantially carry out such conversion within one year after the dispossession of the tenant, it shall be presumed that he acted in bad faith and the tenant shall have the right to demand possession of the land and recover damages for any loss incurred by him because of said dispossessions.
- (2) The agricultural lessee failed to substantially comply with any of the terms and conditions of the contract or any of the provisions of this Code unless his failure is caused by a fortuitous event or force majeure;
- (3) The agricultural lessee planted crops or used the landholding for a purpose other than what had been previously agreed upon;
- (4) The agricultural lessee failed to adopt proven farm practices as determined under paragraph 3 of Section twenty-nine;
- (5) The land or other substantial permanent improvement thereon is substantially damaged or destroyed or has unreasonably deteriorated through the fault or negligence of the agricultural lessee;
- (6) The agricultural lessee does not pay the lease rental when it falls due: Provided, That if the non-payment of the rental shall be due to crop failure to the extent of seventy-five per centum as a result of a fortuitous event, the non-payment shall not be a ground for dispossession, although the obligation to pay the rental due that particular crop is not thereby extinguished; or
- (7) The lessee employed a sub-lessee on his landholding in violation of the terms of paragraph 2 of Section twenty-seven.”

[42] RTC Decision dated December 20, 1993, pp. 3-5; rollo, pp. 59-61.

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