

CORNELIO DE JESUS, SERVILLANO HERRERA, JACINTO HERRERA, FLORENCIO LINQUICO, MARIA BALTAZAR, LETICIA ESPAÑOLA, ALBERTO GOJO-CRUZ, PABLO GENER, HILARIO GENER, DAMASO LEANG, AGUSTI...

G.R. No. 153595. November 23, 2007

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Petitioners Cornelio de Jesus, Servillano Herrera, Jacinto Herrera, Florencio Linquico, Maria Baltazar, Leticia Española, Alberto Gojo-Cruz, Pablo Gener, Hilario Gener, Antonia Linquico and Oscar Diaz insist that they are legitimate tenants of the property in dispute. The property, known as Hacienda Sapang Palay, is a portion of Lot No. 255 with an area of 108.5 hectares and situated in San Jose, Del Monte, Bulacan.

Cipriano de Guzman, as attorney-in-fact of the other lot owners, sold to United Tai-Phil Development Corporation the property on June 1, 1993. United Tai-Phil, in turn, sold to respondent Moldex Realty, Incorporated (Moldex) all its rights over the property in a Contract of Conditional Sale of Land dated November 16, 1994. Moldex then proceeded to convert the property to residential use.

On August 31, 1995, petitioners filed with the Department of Agrarian Reform Adjudication Board (DARAB) a complaint for Maintenance of Peaceful Possession and Damages with Preliminary Injunction. Claiming security of tenure, petitioners alleged that they were the actual and lawful tenants of Hacienda Sapang Palay, and that they had been remitting the rentals to the property owner.

Respondent, however, recognized only Damaso Leang and Antonia Linquico as the legitimate tenants and disclaimed the tenancy allegations of the other petitioners.

In a Decision dated May 20, 1996, Provincial Adjudicator Gregorio D. Sopera dismissed the complaint for lack of merit.[1]

On appeal, the DARAB reversed and set aside the May 20, 1996 Decision and rendered a new judgment recognizing petitioners' rights as tenants and/or actual tillers, ordering Moldex to respect and maintain their peaceful possession and cultivation of the property, and ordering the Region III Director to place the property under leasehold, with petitioners as qualified beneficiaries.[2]

Moldex sought recourse with the Court of Appeals (CA),[3] which in a Decision rendered on July 31, 2001, disposed as follows:

WHEREFORE, the decision of the Department of Agrarian Reform Board is AFFIRMED insofar as it pertains to respondents Damaso Leang, Agustin Capa, Antonia Linquico and Sixto Elfa but is REVERSED and SET ASIDE in respect to respondents Cornelio de Jesus, Servillano Herrera, Jacinto Herrera, Florencio Linquico, Maria Baltazar, Leticia Española, Alberto Gojo-Cruz, Pablo Gener, Hilario Gener, Felipe Gener and Oscar Diaz, whose complaint is DISMISSED.

SO ORDERED.[4]

Petitioners filed a Partial Motion for Reconsideration, which was denied by the CA in a Resolution dated May 9, 2002.[5]

Hence, herein petition for review under Rule 45 of the Rules of Court premised on the lone assignment of error, that:

I

THE HONORABLE COURT OF APPEALS ERRED IN FINDING THAT THERE EXISTS NO TENANCY RELATIONSHIP BETWEEN THE LANDOWNERS AND THE PETITIONERS, NAMELY: CORNELIO DE JESUS, SERVILLANO HERRERA, JACINTO HERRERA, FLORENCIO LINQUICO, LETICIA ESPAÑOLA, ALBERTO GOJO-CRUZ, PABLO GENER, HILARIO GENER, OSCAR DIAZ, MARIA BALTAZAR AND FELIPE GENER.[6]

The question of whether one is a tenant is basically a question of fact, which is not proper in a petition under Rule 45. Nonetheless, since the findings of facts of the DARAB and the CA contradict each other, the Court must now go through the evidence and documents on record as a matter of exception to the rule.[7]

Petitioners argue that in determining the existence of a tenancy relationship between them and the landowners, the CA failed to take into consideration the verbal agreement between them and Cipriano de Guzman who collected the lease rentals from them.[8]

Notably, the CA sustained the DARAB findings that petitioners Damaso Leang, Agustin Capa, Antonia Linquico and Sixto Elfa were bona fide tenants of the property in light of the MARO Certification dated January 2, 1990 listing them as “registered legitimate tenants.” The CA, however, disregarded the MARO Certification as regards the other petitioners inasmuch as they were noted merely as “non-registered/non-legitimate (but actual tillers).” According to the CA, said petitioners were not able to prove their claim of production sharing, therefore, no tenancy relationship existed between them.[9]

The Court agrees with the CA that petitioners Cornelio de Jesus, Servillano Herrera, Jacinto Herrera, Florencio Linquico, Maria Baltazar, Leticia Española, Alberto Gojo-Cruz, Pablo Gener, Hilario Gener, Felipe Gener and Oscar Diaz are not tenants de jure of the subject landholding.

Tenancy relationship cannot be presumed. Claims that one is a tenant do not automatically give rise to security of tenure. The elements of tenancy, to wit –

(1)

The parties are the landowner and the tenant or agricultural lessee;

(2)

The subject of the relationship is agricultural land;

(3)

There is mutual consent to the tenancy between the parties;

(4)

The purpose of the relationship is agricultural production;

(5)

There is personal cultivation by the tenant or agricultural lessee; and

(6)

There is a sharing of harvests between the parties.[10]

must first be proved in order to entitle the claimant to security of tenure. There must be evidence to prove the allegation that an agricultural tenant tilled the land in question.[11]

As correctly ruled by the CA, petitioners failed to substantiate their claim that they were tenants of the landholding.

To begin with, the MARO Certification merely said that petitioners Cornelio de Jesus, Servillano Herrera, Jacinto Herrera, Florencio Linquico, Maria Baltazar, Leticia Española, Alberto Gojo-Cruz, Pablo Gener, Hilario Gener, Felipe Gener and Oscar Diaz were “non-registered/non-legitimate (but actual tillers).”[12] Mere occupation or cultivation of an agricultural land does not automatically convert a tiller or farmworker into an agricultural tenant recognized under agrarian laws.[13] Moreover, the settled rule is that certifications issued by municipal agrarian reform officers are not binding on the courts. In a given locality, 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 are merely preliminary or provisional; hence, such certifications do not bind the judiciary.[14]

Petitioners, however, insist that there is a verbal agreement between them and Cipriano de Guzman regarding the sharing of the produce.

The rule is settled that independent evidence, aside from self-serving statements, is needed to prove personal cultivation, sharing of harvests, or consent of the landowner in order to establish a tenancy relationship.[15] In *Heirs of Jugalbot v. Court of Appeals*, the Court stated –

In *Berenguer, Jr. v. Court of Appeals*, we ruled that the respondents’ self-serving statements regarding their tenancy relations could not establish the claimed relationship. The fact alone of working on another’s landholding does not raise a presumption of the existence of agricultural tenancy. Substantial evidence does not only entail the presence of a mere scintilla of evidence in order that the fact of sharing can be established; there must be concrete evidence on record adequate enough to prove the element of sharing. We further observed in *Berenguer, Jr.*:

x x x x

In the absence of any substantial evidence from which it can be satisfactorily inferred that a sharing arrangement is present between the contending parties, we, as a court of last resort, are duty-bound to correct inferences made by the courts below which are manifestly mistaken or absurd. x x x

Without the essential elements of consent and sharing, no tenancy relationship can exist between the petitioner and the private respondents.[16]

Thus, aside from their bare allegations, petitioners must submit competent proof to establish the existence of such a sharing agreement. The receipts proffered as evidence by petitioners do not prove sharing in the agricultural production. The receipt dated March 26, 1989 merely shows that Cipriano de Guzman received from one Ginang Piping Limquico the amount of P10,000.00 as advance payment for the 118 cavans of palay produced during the 1988 crop year, while the receipt dated June 10, 1989 shows that de Guzman received P32,000.00 as third and final payment for 118 cavans harvested for the same crop year.[17] Meanwhile, the statement of rentals and expenses (*Ulat nang Buwis at mga Gastos*) merely provided for an accounting of the expenses incurred from the crop years 1985-1989, the total number of cavans received as rentals, which were sold to and/or received by

different persons.[18] These are not sufficient to establish petitioners' claim. The fact of receipt, without an agreed system of sharing, does not ipso facto create a tenancy.[19]

Consequently, there is no cogent reason to grant the present petition.

WHEREFORE, the petition is DENIED. The Decision dated July 31, 2001 and the Resolution dated May 9, 2002 of the Court of Appeals in CA-G.R. SP No. 45247 are AFFIRMED.

Costs against petitioners.

SO ORDERED.

Ynares-Santiago, (Chairperson), Chico-Nazario, Nachura, and Reyes, JJ., concur.

[*] The Court of Appeals is deleted from the title of the case pursuant to Section 4, Rule 45 of the Rules of Court.

[1] CA rollo, p. 47.

[2] Id. at 62-63.

[3] Penned by Associate Justice Edgardo P. Cruz, with Associate Justices Ramon Mabutas, Jr. and Roberto A. Barrios, concurring.

[4] CA rollo, p. 125.

[5] Id. at 247.

[6] Rollo, p. 12.

[7] *Esquivel v. Reyes*, 457 Phil. 509, 516-517 (2003).

[8] Rollo, p. 13.

[9] CA rollo, p. 124.

[10] *Vda. de Victoria v. Court of Appeals*, G.R. No. 147550, January 26, 2005, 449 SCRA 319, 335.

[11] *Heirs of Jugalbot v. Court of Appeals*, G.R. No. 170346, March 12, 2007, 518 SCRA 202, 213; *Valencia v. Court of Appeals*, 449 Phil. 711, 737 (2003).

[12] CA rollo, p. 89.

[13] *Danan v. Court of Appeals*, G.R. No. 132759, October 25, 2005, 474 SCRA 113, 126.

[14] *Bautista v. Mag-isa Vda. De Villena*, G.R. No. 152564, September 13, 2004, 438 SCRA 259, 271.

[15] *Supra* note 11, at 213.

[16] Id. at 214-215.

[17] CA rollo, p. 148.

[18] Id. at 151-154.

[19] *Heirs of Magpily v. De Jesus*, G.R. No. 167748, November 8, 2005, 474 SCRA 366, 376.

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