DOLORES GRANADA, PETITIONER, VS. BORMAHECO, INC., REPRESENTED BY ITS BRANCH MANAGER, HERNANE LOZANES, RESPONDENT.

G.R. NO. 154481. July 27, 2007

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Court, as amended, seeking to set aside a Decision[1] of the Court of Appeals dated 12 April 2002 in CA-G.R. SP No. 46502 declaring that the petitioner, Dolores Granada, is not an agricultural lessee of the subject land and may be ejected therefrom. The Court of Appeals, in its assailed Decision, reversed the Decision[2] of the Department of Agrarian Reform Adjudication Board (DARAB) dated 11 July 1997 in DARAB Case No. 0564.

The petition at bar arose from a Petition for Status Quo with Prayer for the Issuance of a Preliminary Injunction, filed on 8 November 1989 before the Provincial Agrarian Reform Adjudicator (PARAD) in Bacolod City and docketed as DARAB Case No. 379, wherein petitioner sought to prevent respondent Border Machinery and Heavy Equipment Co., Inc. (BORMAHECO) from ejecting her from a parcel of land, with an area of 2.5 hectares and with 300 coconut trees growing on subject property. The subject property, owned by the respondent, is situated at Lot No. 641-A, Punta-Taytay, Bacolod City, registered under Transfer Certificate of Title (TCT) No. T-27970, under the name of the respondent.[3]

Petitioner alleges that as early as 1950, her father, Alfredo Granada, was the agricultural lessee of the subject property, which was then owned by Augusto Villarosa. When Augusto Villarosa sold the subject property to respondent in 1965, she claims that Alfredo Granada continued to occupy the subject property as an agricultural lessee until his death in 1981. Thereafter, petitioner succeeded to her father's rights as an agricultural lessee. Since then, she had cultivated the subject property and paid all rent due thereon.[4] While the subject property was in her possession, she produced tuba or coconut wine from the coconuts that were harvested from the property.[5]

Both parties stipulated that on 21 August 1984, petitioner and respondent executed a Contract of Lease which provided that the lease covered the coconut trees growing on the subject property. However, the following were enumerated, among other things, as the duties of the petitioner as lessee:[6]

> - That the LESSEE hereby undertakes to take care of the leased premises or coconuts with the deligence (sic) of a good father of the family, to fertilize the same if and when necessary, to apply proper insecticides or fungicides for proper pest and disease control and to replace old or worn out trees with new plantings of coconuts.

The terms of the aforestated lease contract also implied that it was the petitioner and her relatives, and not the respondent, who were in actual possession of the subject land, with the knowledge, or even the implied consent, of the respondent:[7]

> - That the LESSEE admits having allowed, without permission from the LESSOR, her relatives (namely, spouses Romeo and Betty Sobigon and Spouses Juan and Nora Recodo, Jr.) to construct their houses on Lot No. 614-A, Bacolod Cadestre, and binds and obliges herself on her coconut (sic) to cause their ejectment upon demand at any time by the LESSOR; and the LESSEE further binds and obliges herself not to allow any other person or persons to construct any structure or house in any portion of the lease premises and to report immediately to the LESSOR any attempt or attempts of construction. (Emphasis provided.)

During the proceedings before the PARAD, petitioner formally offered evidence consisting of several receipts from 1965 to 1989 issued by respondent indicating that the payments were for "lot rentals." Only two receipts show that the payment was made for the lease of coconuts.[8] Petitioner also presented before the DARAB a Certification[9] by the Local Assessment Operations Officer, dated 17 January 1992, stating that the subject land was classified as "cocoland," and, therefore, agricultural in nature.

Respondent sent the petitioner a letter, dated 20 October 1989,[10] terminating the lease and demanding that the latter vacate the leased premises as of 30 October 1989, and pay the outstanding rental balance of P2,500.00.

Although respondent admits that the former owner, Augusto Villarosa, leased the land to Alfredo Granada, who planted coconut trees thereon before respondent bought the subject property in 1965, respondent avers, however, that on 29 September 1965, respondent and petitioner entered into a lease contract covering only the coconut trees growing on the subject property.[11]

Petitioner countered that the 29 September 1965 contract was spurious and that her signature therein was forged. She added that this document was introduced for the first time before the Court of Appeals.[12]

Respondent alleged that the subject property is not agricultural, but industrial or residential land since the real estate taxes it is paying thereon indicates that the property is industrial or residential. However, respondent failed to introduce as evidence any tax receipts.[13]

In a Decision, dated 14 May 1991, the PARAD decreed that no agricultural leasehold relationship existed between respondent and petitioner. It also found that there was no showing that the purpose of the lease was for agricultural production since rent was paid in terms of money and not crops, and that the contract of lease signed by the parties did not stipulate that the petitioner shall cultivate the subject property. It further ruled that the subject property was not agricultural, but industrial or residential in nature.[14] The dispositive part of the said Decision reads:

> WHEREFORE, premises considered, judgment is hereby rendered in favor of the respondent and against the petitioner, to wit:
>
> - Ordering the ejectment of petitioner from Lot No. 641-A, covered by TCT No.-27970, situated at Punta-Taytay, Bacolod City and deliver possession thereof to the respondent;
>
> - Ordering petitioner to pay respondent the amount of P5,000.00 as attorney's fees.
>
> No pronouncement as to cost.[15]

On appeal, the DARAB, in its Decision dated 11 July 1997, reversed the PARAD Decision. It pronounced that the subject land was agricultural in nature as evidenced by the Certification issued by the Local Assessment Operations Officer, stating that the same was officially classified as "cocoland." It further declared that the written contract of lease, dated 21 August 1984, is not reflective of the true intent of the parties. Even though the contract stipulated that only the coconut trees were covered, the DARAB resolved that petitioner was in actual possession of the land and cultivated the same.[16] In its Decision, dated 11 July 1997, the DARAB decreed that:

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> WHEREFORE, in the light of the foregoing, the appealed decision is hereby REVERSED and SET ASIDE, and a new one is entered as follows:
>
> - Declaring petitioner Dolores Granada the agricultural lessee of the subject landholding;
>
> - Directing the party litigants to reduce their tenancy relation into a written agricultural leasehold contract before the Municipal Agrarian Reform Officer (MARO) of Bacolod City taking into consideration the pertinent provisions of Section 34 of R.A. 3844, as amended, in relation to Section 12 of R.A. No. 6657 and pertinent rules and regulations thereon.[17]

Respondent then filed a Petition for Certiorari under Section 43 of the 1997 Rules of Court before the Court of Appeals, which, in a Decision dated 12 April 2002, reversed the DARAB Decision. It determined that the lease of the 300 coconut trees was a contract of lease of things, not an agricultural lease which guaranteed the petitioner security of tenure.[18] The dispositive part of the appellate court's Decision reads:

> WHEREFORE, finding merit in the appeal, the Court renders judgment REVERSING the appealed Decision and UPHOLDING the Decision of the Provincial Agrarian Reform Adjudicator with the modification that the contract between petitioner and respondent was one of contract of lease of things.[19]

Petitioner filed a Motion for Reconsideration, which was subsequently denied by the Court of Appeals in a Resolution dated 4 July 2002.[20]

Hence, this present Petition, wherein petitioner submits that the following errors were committed by the Court of Appeals in rendering its assailed Decision dated 12 April 2002[21]:

> I
>
> THE ALLEGED CONTRACT OF LEASE DATED SEPTEMBER 29, 1965, RELIED UPON BY THE HONORALBE COURT OF APPEALS WAS NEVER PRESENTED AND OFFERED AS EVIDENCE IN THE ENTIRE PROCEEDINGS BEFORE THE PROVINCIAL AGRARIAN REFORM ADJUDICATION BOARD OF NEGROS OCCIDENTAL (PARAD) AND BEFORE THE DEPARTMENT AGRARIAN REFORM ADJUDICATION BOARD (DARAB). SAID ALLEGED CONTRACT OF LEASE DATED SEPTEMBER 29, 1965, WAS BROUGHT FORTH BY THE RESPONDENT ONLY FOR THE FIRST TIME ON APPEAL;
>
> II
>
> THE PETITIONER SUCCEEDED AS AGRICULTURAL LESSEE OF THE SUBJECT PARCEL OF LAND AFTER THE DEATH OF HER FATHER IN 1981. SUCH SUCCESSION AS AGRICULTURAL LESSEE COVERS BOTH THE LAND AND THE STANDING COCONUT TREES; AND
>
> III
>
> THE FINDINGS OF THE DEPARTMENT OF AGRARIAN REFORM ADJUDICATION BOARD (DARAB) THAT THE CONTRACT OF LEASE DID NOT REFLECT THE TRUE INTENTION OF THE PARTIES ARE SUPPORTED BY FACTS AND EVIDENCE.

The petition is meritorious.

While the general rule is that the factual findings of the Court of Appeals are entitled to respect and will not be disturbed except for compelling reasons, nonetheless, the lack of conclusiveness of the factual findings of the Court of Appeals, as well as the manifest contradiction between its factual findings and those of the DARAB, would impel this Court to re-examine the records of this case.[22]

The main issue in the present case is whether or not the petitioner is an agricultural leasehold tenant entitled to

security of tenure.

Section 3 of Republic Act No. 1199 entitled, "The Agricultural Tenancy Act of the Philippines," which took effect on 30 August 1954, defined agricultural tenancy thus:

> Section 3. Agricultural Tenancy Defined.— Agricultural tenancy is the physical possession by a person of land devoted to agriculture belonging to, or legally possessed by, another for the purpose of production through the labor of the former and of the members of his immediate farm household, in consideration of which the former agrees to share the harvest with the latter, or to pay a price certain or ascertainable, either in produce or in money, or in both.

In a line of cases, this Court specified the essential requisites of an agricultural tenancy relationship as follows: (1) The parties are the landowner and the tenant or agricultural lessee; (2) The subject matter of the relationship is 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.[23]

Respondent alleges that several requisites of agricultural tenancy are absent in this case. It denies that the petitioner was an agricultural lessee. Moreover, it avers that the Contract of Lease dated 21 August 1984, clearly provides that the subject of the lease is not agricultural land, but rather the 300 coconut trees that are growing thereon. Lastly, it insists that there was no cultivation of the subject property nor any sharing of harvests therefrom.

Section 166 of Republic Act No. 3844, known as the "Agricultural Land Reform Act," which took effect on 8 August 1963, defines an agricultural lessee in the following manner:

> Sec. 166. Definition of Terms. —
>
> x x x x
>
> (2) "Agricultural lessee" means a person who, by himself and with the aid available from within his immediate farm household, cultivates the land belonging to, or possessed by, another with the latter's consent for purposes of production, for a price certain in money or in produce or both. It is distinguished from civil law lessee as understood in the Civil Code of the Philippines.

Based on the aforequoted definition for the petitioner to qualify as an agricultural lessee, it is required that she should cultivate the land with the consent of the landowner. In Coconut Cooperative Marketing Association, Inc. (COCOMA) v. Court of Appeals,[24] citing Guerrero v. Court of Appeals,[25] this Court specified the activities which are considered as "cultivation" of coconut lands.

> The definition of cultivation is not limited merely to the tilling, plowing or harrowing of the land. It includes the promotion of growth and the care of the plants, or husbanding the ground to forward the products of the earth by general industry. The raising of coconuts is a unique agricultural enterprise. Unlike rice, the planting of coconut seedlings does not need harrowing or plowing. Holes are merely dug on the ground of sufficient depth and distance, the seedlings placed in the holes and the surface thereof covered by soil. Some coconut trees are planted only every thirty to a hundred years. The major work in raising coconuts begins when the coconut trees are already fruit bearing. Then it is cultivated by smudging or smoking the plantation, taking care of the coconut trees, applying fertilizer, weeding and watering, thereby increasing the produce. x x x.

It is undisputable that the petitioner cultivated the land with the consent of the respondent. The Contract of Lease, dated 21 August 1984, executed by both parties, unequivocally stipulated that the petitioner perform the same acts of cultivation that were particularly described in the aforecited case. Under Section 3 of the aforementioned

Contract of Lease, the petitioner was required to undertake the following activities:

> - That the LESSEE hereby undertakes to take care of the leased premises or coconuts with the deligence (sic) of a good father of the family, to fertilize the same if and when necessary, to apply proper insecticides or fungicides for proper pest and disease control and to replace old or worn out trees with new plantings of coconuts.[26]

Respondent admits that the Contract of Lease dated 21 August 1984, which covered the period from 1983 to 1984, was orally renewed until 1989, which means that for no less than six years, petitioner had cultivated the subject property.

In addition, it cannot be denied that there was a sharing of the harvest between the petitioner and the respondent. Section 4 of the Contract of Lease dated 21 August 1984 provided for a total rental of P4,000.00.[27] Section 4 of Republic Act No. 1199 confirms that sharing of harvest in an agricultural leasehold tenancy may consist of a price certain to be paid by the person cultivating the land to the lessor.

> Section 4. Systems of Agricultural Tenancy. — x x x.
>
> x x x x
>
> Leasehold tenancy exists when a person who, either personally or with the aid of labor available from members of his immediate farm household, undertakes to cultivate a piece of agricultural land susceptible of cultivation by a single person together with members of his immediate farm household, belonging to or legally possessed by, another in consideration of a price certain or ascertainable to be paid by the person cultivating the land either in percentage of the production or in a fixed amount in money, or in both. (Emphasis provided.)

Evidently, the law does not stipulate that the sharing of harvest be limited to a sharing of the crops, or that the amount be set based on the abundance of the harvest. A fixed amount of money, such as the P4,000.00 agreed to by the parties in their lease contract, can be considered as a share in the harvest.

Respondent insists that the Contract of Lease dated 29 September 1965, and the Contract of Lease dated 21 August 1984, explicitly provide that the subject of the lease was not the subject property; rather, it was the 300 coconut trees growing thereon. Both contracts contain the identical provision, which reads:

> - That this lease shall cover only the growing coconut trees in the abovementioned parcel of land.

Respondent's claim is unjustified. An agricultural leasehold relation is not determined by the explicit provisions of written contract alone. Section 5 of Republic Act No. 3844 recognizes that an agricultural leasehold relation may exist by virtue of an implied agreement:

> Section 5. Establishment of Agricultural Leasehold Relation. - The agricultural leasehold relation shall be established by operation of law in accordance with Section Four of this Code and, in other cases, either orally or in writing, expressly or impliedly.

In stipulating that such relation may exist by implied agreement, the law seeks to prevent the invalidation by unscrupulous landowners of the right of security of tenure granted to agricultural lessees. If agrarian relations were determined only by the explicit provisions of written agreement, poor and unlettered farmers, who have toiled over the land, could easily be misled or pressured into signing away their rights, which have long been guaranteed by law.

To strengthen the tenure of tenants, Section 7 of Republic Act No. 3844 provides that the agricultural leasehold relation, once established, shall terminate only for causes provided by law and not solely based on contractual stipulation:

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> Section 7. Tenure of Agricultural Leasehold Relation. - The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.

As in this case, the Contract of Lease dated 21 August 1984 required the petitioner to perform the grueling duties required of an agricultural lessee, but refused to grant her the consequent right to security of tenure. This Court shall not tolerate this unjust, unlawful, and most certainly undeserved double standard against agricultural tenants.

In interpreting the provisions of a contract, the intention of the parties shall prevail, should the words appear contrary to their real intention. Articles 1370 and 1371 of the Civil Code govern such instances:

> Article 1370. If the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control.
>
> If the words appear to be contrary to the evident intention of the parties, the latter shall prevail over the former.
>
> Article 1371. In order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered.

The charade that the lease contract of 21 August 1984 covered only the coconut trees and not the subject property wore thin after the petitioner presented before the PARAD receipts issued by the respondent from 1965 to 1989, which state that the payments were for "lot rental." In fact, only two receipts issued within this period indicated that the payments were made in connection with the rent for the coconut trees.

In addition, Section 7 of the Contract of Lease, dated 21 August 1984, shows that both parties recognized that petitioner's relatives were occupying the subject land. Petitioner was even obligated to prevent any other person from building any structure thereon. The aforementioned provision reads:

> - That the LESSEE admits having allowed, without permission from the LESSOR, her relatives (namely, spouses Romeo and Betty Sobigon and spouses Juan and Nora Recodo, Jr.) to construct their houses on Lot No. 614-A, Bacolod Cadestre, and binds and obliges herself on her coconut (sic) to cause their ejectment upon demand at any time by the LESSOR; and the LESSEE further binds and obliges herself not to allow any other person or persons to construct any structure or house in any portion of the lease premises and to report immediately to the LESSOR any attempt or attempts of construction.

While the aforequoted provision states that the petitioner's relatives occupied the subject land without the permission of the respondent, it also obliged the petitioner to cause their ejectment upon the respondent's demand. This means that before the respondent's demand to vacate, petitioner's relatives were permitted to stay. Had the petitioner been leasing the coconut trees only, there was no reason for the respondent, a stranger to the petitioner's relatives, to tolerate their occupancy of the subject property. Respondent could have easily initiated proceedings for the ejectment of petitioner's relatives. Conversely, respondent's implicit consent to let the petitioner's relatives stay on the subject property supports the petitioner's assertion that she and her relatives had cultivated the land with the permission of the respondent, which in turn, received its share of the agricultural produce through the rent paid by petitioner.

Lastly, it should be noted that petitioner's father, Alfredo Granada, had been an agricultural lessee on the subject land even before the same was transferred to the respondent in 1965. There is nothing in the records which show that Alfredo Granada voluntarily surrendered his tenancy rights over the land or he was divested thereof after a proper hearing was conducted. Section 9 of Republic Act No. 3844[28] provides that even as it is the respondent's prerogative as landowner to choose the successor of its deceased tenant, such prerogative is considered waived if

it is not asserted within a reasonable time. Neither is there any showing that petitioner's mother or siblings had ever contested the petitioner's claim over her father's tenancy rights. Thus, there is no reason to doubt the petitioner's claim that she succeeded her father's tenancy rights upon his death in 1981.

There is no question that the subject property is agricultural land. The Certification of the Local Assessment Operations Officer, dated 17 January 1992, states that subject property is "cocoland." The existence of no less than 300 coconut trees on a 2.5 hectare land would confirm that the subject property is devoted to the raising of agricultural products thereon. Respondent's allegation before the PARAD that the subject property is industrial or residential is not supported by evidence and, thus, cannot be credited.

The authenticity of the Contract of Lease dated 29 September 1965 between the petitioner and respondent is doubtful. This contract was not presented before the PARAD whose findings of fact in its Decision,[29] dated 14 May 1991, show that no written contract was executed by the parties before the Contract of Lease dated 21 August 1984:

> The said parcel of land was formerly owned by Augusto Villarosa, who leased the same to Alfredo Granada, father of the petitioner, under an oral contract as far back as 1950, on a yearly basis with the rentals, in terms of money. To make use of the property and to be able to pay the rentals, the lessee planted the landholding to coconuts and some fruit trees. The same was then purchased by respondent, BORMAHECO, present owner, but remained leased to the lessee until his death, sometime in 1982. Thereafter, the petitioner entered into a contract of lease with the respondent, covering only the growing coconut trees in the aforesaid parcel of land for the duration of one (1) year, beginning October 1, 1983 to October 1, 1984, x x x.

The aforequoted portion of the PARAD Decision rendered in favor of the respondent clearly states that before the death of Alfredo Granada, the lease agreement was between respondent and Alfredo Granada, not the petitioner. Moreover, there was no mention of the lease contract of 29 September 1965 during the proceedings before the PARAD and the DARAB.

Even assuming that the Contract of Lease dated 29 September 1965 was authentic, it would still not negate the existence of a leasehold tenancy relation between the parties. The said lease contract, likewise, obligated the petitioner to perform the same acts of cultivation and imposed an annual rent of P600.00. More importantly, the receipts issued by the respondent for "lot rentals" from 1965 to 1989 patently show that the lease contract covered the subject land and not just the 300 coconut trees growing thereon. Like the Contract of Lease dated 21 August 1984, the Contract of Lease dated 29 September 1965 does not fully reflect the true intent of the parties and thus cannot invalidate the petitioner's status as an agricultural lessee.

It is clear from the foregoing that the requirements of agricultural leasehold tenancy are met in this case. The Contracts of Lease, dated 29 September 1965 and 21 August 1984, presented by the respondent to disprove the existence of an agricultural leasehold relation, stipulate that the petitioner perform acts of cultivation of the subject property. The respondent provided the agricultural land, classified as "cocoland"; and the petitioner took care of the coconut trees, replanted new ones when necessary, harvested the coconut fruits and produced tuba or coconut wine therefrom. Respondent received a fixed sum of P4,000.00 each year as its share of the harvest. Without any question, respondent was very much aware that petitioner had been cultivating the land and paying the "lot rentals" as early as 1983, or even earlier, and continued to do so until 1989. Petitioner is unquestionably an agricultural lessee of the respondent's land, and is, thus, entitled to security of tenure.

WHEREFORE, premises considered, this Court GRANTS this petition and REVERSES the Decision of the Court of Appeals in CA-G.R. SP No. 46502, dated 12 April 2002 and REINSTATES the Decision of the DARAB dated 11 July 1997 in DARAB Case No. 0564. This Court declares the petitioner an agricultural tenant of the subject

property owned by the respondent; and orders both parties to reduce their agricultural leasehold relation into writing before the Municipal Agrarian Reform, in accordance with law. No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, and Nachura, JJ., concur.

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[1] Penned by Associate Justice Hilarion L. Aquino with Associate Justices Edgardo P. Cruz and Amelita G. Tolentino, concurring; rollo, pp. 31-42.

[2] CA rollo, pp. 70-82.

[3] Id. at 34.

[4] Id. at 22-23.

[5] Id. at 42.

[6] Id. at 18.

[7] Id. at 19.

[8] Id. at 35.

[9] Id. at 44.

[10] Id. at 21.

[11] Rollo, p. 84.

[12] Id. at 103-106.

[13] CA rollo, p. 46.

[14] Id at 34-38.

[15] Id. at p. 38.

[16] Rollo, pp. 76-81.

[17] CA rollo, pp. 81-82.

[18] Rollo, pp. 39-40.

[19] Id. at 41.

[20] Id. at 43-44.

[21] Id. at 17-18.

[22] Ludo & Luym Development Corporation v. Barreto, G.R. No. 147266, 30 September 2005, 471 SCRA 391, 403.

[23] Verde v. Macapagal, G.R. No. 151342, 23 June 2005, 461 SCRA 97, 106; Mon v. Court of Appeals, G.R. No. 118292, 14 April 2004, 427 SCRA 165, 175; Ganzon v. Court of Appeals, 434 Phil. 626, 638-639 (2002).

[24] G.R. Nos. L-46281-83, 19 August 1988, 164 SCRA 568, 580.

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[25] 226 Phil. 62, 71 (1986).

[26] CA rollo, p. 18.

[27] That in consideration of the said coconuts and of the faithful performance of all the stipulations of this agreement, the yearly rental of the lease is Four Thousand Pesos (P4,000.00), Philippine Currency, x x x.

[28] Section 9. Agricultural Leasehold Relation Not Extinguished by Death or Incapacity of the Parties. - In case of death or permanent incapacity of the agricultural lessee to work his landholding, the leasehold shall continue between the agricultural lessor and the person who can cultivate the landholding personally, chosen by the agricultural lessor within one month from such death or permanent incapacity, from among the following: (a) the surviving spouse; (b) the eldest direct descendant by consanguinity; or (c) the next eldest descendant or descendants in the order of their age: Provided, That in case the death or permanent incapacity of the agricultural lessee occurs during the agricultural year, such choice shall be exercised at the end of that agricultural year: Provided, further, That in the event the agricultural lessor fails to exercise his choice within the periods herein provided, the priority shall be in accordance with the order herein established.

[29] CA rollo, p. 34.

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