MARINO ESCARIZ Y DE LOS SANTOS, PETITIONER, VS. GENARO D. REVILLEZA, RESPONDENT.

G.R. No. 155544. August 24, 2007

Ponente: SANDOVAL-GUTIERREZ, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-155544/

SANDOVAL-GUTIERREZ, J.:

For our resolution is the instant Petition for Review on Certiorari assailing the Decision[1] of the Court of Appeals (First Division) dated October 21, 1999 in CA-G.R. SP No. 41610, entitled "Genaro D. Revilleza v. Department of Agrarian Reform Adjudication Board (DARAB) and Marino Escares."

This controversy involves a fruit orchard situated in San Isidro, Calauan, Laguna with an area of 6,967 square meters. Genaro D. Revilleza, respondent herein, is a retired employee of the University of the Philippines in Los Baños, Laguna. With his retirement money, he bought the orchard from Jose Velasco. Respondent had the property registered in his name under Transfer Certificate of Title Nos. T-98856 and T-98857.

On December 17, 1993, Marino Escariz, petitioner, filed with the Office of the Regional Agrarian Reform Adjudicator, Region IV a complaint for "Recognition of Security of Tenure with Damages and Prayer for Accounting and Depositing of Tenant's Share Pending Litigation" against respondent, docketed as DARAB Case No. LA-0336-93. Petitioner alleged that he has been a long time tenant on the property, planting and tending rambutan and citrus trees thereon; that he shared the harvests with respondent on a 9:10 basis; and that respondent asked him to vacate the property after he demanded his share from the harvests. He then prayed that he be recognized as a tenant and be awarded damages.

In his answer, respondent denied any tenancy relationship with petitioner, claiming that the latter is actually a tenant of the owner of a neighboring riceland. He would occasionally hire petitioner to work on his orchard on a piecework basis. Petitioner illegally entered the property by erecting a shack where he lives. Respondent then prayed for the dismissal of the complaint.

In a Decision[2] dated October 11, 1994, the Office of the Regional Agrarian Reform Adjudicator rendered its Decision in favor of petitioner, thus:

> WHEREFORE, premises considered, judgment is hereby rendered:
>
> - Declaring the Plaintiff as a bona fide and de jure tenant over the landholding described in Paragraph 2 of the Complaint;
>
> - Decreeing his automatic shift in status from share tenant to agricultural lessee as of the date of effectivity of RA 6657 on June 15, 1988;
>
> - Permanently enjoining the respondent landowner from disturbing the complainant's peaceful possession and cultivation of the subject premises as a legitimate tenant/lessee thereon.
>
> - Directing the local MARO (Municipal Agrarian Reform Officer) of Calauan, Laguna after due notice to the

> parties-litigants to:
>
> a) Fix the leasehold rentals due on the subject landholding and execute the necessary Contract of Agricultural Leasehold between the parties/litigants pursuant to Section 12 of RA 6657 in relation to Section 34 of RA 3844 as amended in consonance with existing guidelines;
>
> b) Undertake final accounting and reliquidation of past harvests derived from the subject landholding since agricultural year 1988 up to the present;
>
> c) Divide and apportion the net proceeds therefrom between the parties on the 75-25 sharing basis mandated by law in favor of the complainant tenant/lessee;
>
> - Denying the parties' collateral claims for damages for lack of basis; and
>
> - Without pronouncement as to costs.
>
> SO ORDERED.

On appeal by respondent, the DARAB, in its Decision, affirmed the assailed judgment with modification, thus:

> WHEREFORE, premises considered, the assailed decision is hereby AFFIRMED with a modification to Paragraph 3 hereof to read:
>
> - Permanently prohibiting the respondent landowner from disturbing the complainant's peaceful possession and cultivation of the subject premises as a legitimate tenant/lessee thereon.
>
> Let the records of this case be remanded immediately to the Adjudicator a quo for the immediate implementation of the challenged decree.
>
> SO ORDERED.

Respondent filed a motion for reconsideration but the DARAB denied the same.

Petitioner promptly filed with the Court of Appeals a petition for review, docketed as CA-G.R. SP No. 41610.

On October 21, 1999, the Court of Appeals rendered its Decision finding that none of the elements of a tenancy relationship exists. In fact, the Provincial Adjudicator failed to consider the statement of the Municipal Treasurer of Calauan, Laguna that even before respondent bought the property, it was already an orchard.

Petitioner then filed a motion for reconsideration but it was denied by the Court of Appeals.

Hence, the instant petition raising the sole issue of whether the Court of Appeals erred in ruling that petitioner is not a bona fide tenant.

A tenancy relationship cannot be presumed.[3] There must be evidence to support and prove the allegation that a tenancy relationship exists between petitioner and respondent. In Pasong Bayabas Farmers Association, Inc. v. Court of Appeals,[4] we held that the elements of a tenancy relationship are:

(1) The parties are the landowner and the tenant or agricultural lessee;

(2) The subject matter of the relationship is an agricultural land;

(3) There is consent between the parties to the relationship;

(4) The purpose of the relationship is to bring about agricultural production;

(5) There is personal cultivation on the part of the tenant or agricultural lessee; and

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

(6) The harvest is shared between the landowner and the tenant or agricultural lessee.

In Caballes v. Department of Agrarian Reform,[5] we ruled that all the above elements must concur for a tenancy relationship to exist. Differently stated, the absence of a single requisite does not make an occupant or a cultivator of an agricultural land a de jure tenant. Absent such status as a de jure tenant, a person is neither entitled to security of tenure nor to coverage under the agrarian reform programs of the government.

In the present case, we agree with the Court of Appeals that there is no evidence on record to prove the existence of the following elements: (a) the consent of the parties and (b) the sharing of harvests.

It bears emphasis that tenancy is a legal relationship. The principal factor in determining its existence is the intent of the parties. Courts give prime importance to the intent of the parties, the understanding when the tenant is installed and the written agreements of the parties.[6] Here, other than the self-serving statement of petitioner that he is a tenant, there is no concrete evidence to show that the parties agreed to establish such a relationship.

Anent the sharing of harvests, again there is no evidence to prove this element. In Bejasa v. Court of Appeals,[7] we laid the rule that to prove sharing of harvests, a receipt or any other similar evidence must be presented, self-serving statements are inadequate.

WHEREFORE, we DENY the petition and AFFIRM the challenged Decision of the Court of Appeals (First Division) in CA-G.R. SP No. 41610. Costs against petitioner.

SO ORDERED.

Puno, C.J., (Chairperson), Corona, Azcuna, and Garcia, JJ., concur.

---

[*] Also spelled "Escares" and "Escarez" in some parts of the record.

[1]Rollo, pp. 41-54. Penned by Associate Justice Ruben T. Reyes (now a Member of this Court) and concurred in by Associate Justice Jainal D. Rasul and Associate Justice Eloy R. Bello, Jr. (both retired).

[2] Id., pp. 57-66.

[3] Valencia v. Court of Appeals, G.R. No. 122363, April 29, 2003, 401 SCRA 666, 690.

[4]G.R. Nos. 142359 & 142980, May 25, 2004, 429 SCRA 109.

[5] G.R. No. 78224, December 5, 1998, 168 SCRA 247.

[6]Isidro v. Court of Appeals, G.R. No. 105586, December 15, 1993, 228 SCRA 503, 511.

[7] G.R. No. 108941, July 6, 2000, 335 SCRA 190.

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.