

**NORBERTO RIMASUG, JOSE POLICINA, HERIBERTO DE LEON,
GENEROSO SILANG, JESUS DEL MUNDO, PAULINO OLIVARES,
LEONARDO CRUZ, DIONISIO ATIENZA AND NATIVIDAD HERMOSO,
PETITIONERS, VS. M...**

G.R. No. 160118. November 22, 2005

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

Finding herein respondents to be agricultural lessees and thus concluding that the Municipal Trial Court (MTC) of Guiguinto, Bulacan had no jurisdiction over the complaint for ejectment against them, the Court of Appeals, by Decision[1] of July 15, 2003 and Resolution[2] of October 2, 2003 rendered in CA-G.R. SP No. 75559, reversed the Decision[3] of Branch 82, Regional Trial Court (RTC) of Malolos, Bulacan affirming that of the MTC which held that it had jurisdiction over the complaint and, on the merits, ordered the ejectment of respondents.

Petitioners Norberto Rimasug, Jose Policina, Heriberto de Leon, Generoso Silang, Jesus del Mundo, Paulino Olivares, Leonardo Cruz, Dionisio Atienza and Natividad Hermoso were "either employees or relatives of some employees" who were members of the San Miguel Cooperative Credit Union (SMCCU) organized by the San Miguel Corporation (SMC)[4] labor force.

SMCCU acquired several parcels of land located at Pritil, Guiguinto, Bulacan which it subdivided for residential purposes and sold to, among others, petitioners.

To petitioners were issued separate titles, thus: Norberto Rimasug (TCT No. T-143850),[5] Jose Policina (TCT No. RT-66853, T-143863),[6] Heriberto de Leon (TCT No. T-123637),[7] Generoso Silang (TCT No. 143835),[8] Jesus del Mundo (TCT No. RT-25934, T-143828),[9] Paulino Olivares (TCT No. RT-31362, T-143820),[10] Leonardo Cruz (TCT No. RT-69550, T-143843),[11] Dionisio Atienza (TCT No. RT-56228, T-143901),[12] and Natividad Hermoso (TCT No. T-105730).[13]

Due to financial constraints, petitioners were unable to construct houses on their respective lots.[14] They later came to know, however, that respondents had, without their knowledge and consent, entered the lots on which they planted various agricultural crops.[15]

Petitioners thereupon put respondents on notice of their ownership, even bringing the matter before barangay authorities but respondents were "uncooperative . . ."[16]

In the meantime, petitioners who could not "come up with the money to start a legal battle with [respondents]"[17] tolerated respondents' continued occupation of their lots until, by letter dated May 31, 1999,[18] they advised respondents of their intention to build their houses thereon and accordingly asked them to vacate within fifteen (15) days from receipt of the letter.

Respondents refused to heed the demand, however, prompting petitioners to file on June 28, 1999 a complaint for

unlawful detainer[19] against them before the MTC of Guiguinto.

By their "Answer with Special and Affirmative Defenses with Motion to Dismiss and Compulsory Counterclaim,"[20] respondents claimed that they are the recognized and registered tenants of agricultural lands owned by the SMC to which they paid corresponding lease rentals; petitioners failed to comply with Sections 409(c)[21] and 412[22] of Republic Act No. 7160 (Local Government Code of 1991) requiring mandatory conciliation proceedings before the lupon; and the MTC has no jurisdiction over the case, it falling within the primary jurisdiction of the Department of Agrarian Reform Adjudication Board (DARAB) in accordance with Sections 4 and 50 of Republic Act No. 6657 (Comprehensive Agrarian Reform Law of 1988).

By Order of January 18, 2000,[23] the MTC, noting that some of petitioners reside in Metro Manila while the rest reside in Bulacan no particular details of which were furnished,[24] held that the case did not call for conciliation proceedings before the barangay before the case could be filed in court.

On the issue of jurisdiction, the MTC, finding that the complaint "clearly alleges a situation where an occupant of land[,] at the mere tolerance of the owner, is asked to be evicted, upon the cessation of said tolerance," held that it was a "clear case of unlawful detainer" over which it had jurisdiction. It accordingly denied respondents' Motion to Dismiss.

On the merits, by Decision of March 12, 2002,[25] the MTC held that respondents failed to prove the existence of a landlord-tenant relationship with petitioners who are the owners of the lots in question.[26]

Accordingly, the MTC disposed as follows:

WHEREFORE, all the foregoing considered, judgment is hereby rendered, ordering the defendants and all persons claiming rights under each or all of them to vacate the premises covered by Transfer Certificates of Title Nos. T-143850, T-123637, T-143835, RT-56228 (T-143901), T-105730, RT-25934 (T-143828), RT-31362 (T-143820), RT-69550 (T-143843), and RT-66853 (T-143863), all of the Register of Deeds of Bulacan and to surrender to the respective plaintiffs or their successors-in-interest, their respective possessions of the land thus registered in said plaintiff's (sic) respective names.[27] (Underscoring supplied)

Both parties appealed to the Regional Trial Court (RTC) of Malolos, Bulacan before which petitioners assailed the MTC's failure to grant attorney's fees and damages in the form of reasonable compensation for the use and occupation of their lots.[28] Respondents, on the other hand, again raised the issue of jurisdiction and, in any event, assailed the MTC decision as not in accordance with the facts and the evidence.[29]

By Decision of October 9, 2002,[30] the RTC affirmed that of the MTC. Respondents' Motion for Reconsideration of the decision having been denied by the RTC by Order of January 27, 2003,[31] they filed an "Urgent Verified Motion for Immediate Issuance of a Temporary Restraining Order/Writ of Injunction and Petition for Review"[32] before the Court of Appeals.

By Decision of July 15, 2003,[33] the appellate court reversed the RTC decision and dismissed petitioner's complaint on the ground of lack of jurisdiction.

The appellate court held that, contrary to the findings of both the MTC and the RTC, respondents had satisfactorily proven that they are duly recognized agricultural tenants of SMCCU on the subject lots. And it belied petitioners' claim of having tolerated respondents' occupation of the lots, it charging petitioners "as former employees or workers of the previous landowner company" with actual knowledge of respondents' tenancy.

The appellate court further held that under Republic Act No. 1199 (Agricultural Tenancy Act), an agricultural leasehold relation is not extinguished by, inter alia, the subsequent sale or transfer of a landholding to another. It

thus concluded that respondents' rights as agricultural lessees are enforceable against petitioners-transferees or successors-in-interest, even if the transfer certificates of title of the latter contain no annotations that the lands covered thereby were tenanted.[34]

Hence, the present petition for review,[35] petitioners faulting the appellate court in finding that there was an implied tenancy relationship between them and respondents, they positing that the essential requirements of a tenancy contract did not obtain in the case.[36]

Petitioners further posit that the Agricultural Tenancy Act has no application to a situation wherein the former landowner contracts with a tenant over a landholding which he had previously sold to another person;[37] while they tolerated respondents' occupation of the lots, the purpose was not for agricultural production as in fact respondents never shared any harvest with nor paid any lease rentals to them;[38] and while most of them have been registered owners of the lots as early as 1971, the earliest receipt presented by respondents bearing on their claim of tenancy is dated March 14, 1983.[39]

Section 33, paragraph 2 of Batas Pambansa Blg. 129, as amended by Republic Act. No. 7691,[40] vests Metropolitan Trial Courts, MTCs, and Municipal Circuit Trial Courts with exclusive original jurisdiction cases for forcible entry and unlawful detainer.

Upon the other hand, Section 50[41] of the Comprehensive Agrarian Reform Law of 1988 vests the Department of Agrarian Reform (DAR) with primary jurisdiction over all agrarian reform matters and exclusive jurisdiction over all matters involving the implementation of agrarian reform.

Jurisdiction over the subject matter of an action is determined by the material allegations of the complaint and the law at the time the action is commenced, irrespective of whether the plaintiff is entitled to recover all or some of the claims or reliefs sought therein.[42] It cannot be made to depend upon the defenses set up in the answer or upon a motion to dismiss, otherwise, the question of jurisdiction would depend almost entirely on the defendant.[43]

A scrutiny of the following material allegations in petitioners' complaint shows that it involves possession de facto, the only issue involved in ejectment proceedings:

x x x

- For many years before the institution of this Complaint, Plaintiffs were either employees or relatives of some employees of a big company who were members of a cooperative formed by the company's labor force;
- The cooperative subsequently acquired several parcels of land located at Pritil, Sta. Rita, Guiguinto, Bulacan which it subdivided, sold and titled to its members, the Plaintiffs included, for residential purposes;
- For the record, Plaintiff Norberto Rimasug bought a 400 square meter portion of this land and was later given Transfer Certificate of Title No. T-143850 of the Bulacan Registry of Deeds. A copy of this title is attached and made part hereon as Annex A;
- The other Plaintiffs who acquired other portions of the land in question are the following:

PLAINTIFF AREA TCT NO.

Rodolfo Fernandez

400 sq. mts. TCT No. RT-36061

Jose Policina

400 sq. mts. TCT No. 143863

Heriberto De Leon

800 sq. mts. TCT No. T-123637

Generoso Silan

400 sq. mts. TCT No. T-143835

Jesus del Mundo

400 sq. mts. TCT No. RT-25934

Marcelino Polintan 400 sq. mts. TCT No. RT-42270

Paulino Olivares

800 sq. mts. TCT No. RT-31362

Leonardo Cruz

400 sq. mts. TCT No. RT-143843

Dionisio Atienza

400 sq. mts. TCT No. RT-56228

Natividad Hermoso 800 sq. mts. TCT No. RT-105730

- Copies of the titles described above are attached and made part of this Complaint as Annexes B, C, D, E, F, G, H, I, J and K, respectively;

- Plaintiffs intended to use their respective portions as their residential lands but, due to the tight financial condition of each of them and because of their inability to raise the necessary funds to construct their houses, this intention did not materialize right away;

- To their shock and dismay, however, the Defendants entered the lands in question and without the Plaintiffs' knowledge, permission and consent utilized the said lands for various agricultural crops;

- This entry into the lands and their use for various agricultural crops was illegal and contrary to the provisions of existing laws;

- When Plaintiffs learned of this entry into their lands, they immediately sought out the Defendants and gave notice of their ownership of those lands;

- In fact, this matter was even brought to the barangay authorities in the area but Defendants proved themselves uncooperative. More, they brashly asserted their alleged rights as tillers of the land even if, at the same time, they refused to share the produce of the lands with the Plaintiffs;

- This led to some sort of a stand-off for the Plaintiffs because of their inability to come up with the money to start a legal battle with the Defendants or to start the construction of their residential units in the area;

- Consequently, faced with no better option, Plaintiffs told the Defendants that their use and occupancy of the lands would continue to be tolerated until such time that the funds necessary to construct the Plaintiffs' residential units would have been raised by them;

- On May 31, 1999, Plaintiffs, through counsel, wrote a letter to the Defendants, in which Defendants were given notice that their tolerated stay and use of the lands in question was already being terminated, upon their receipt of the letter. The letter says:

"Dahil dito, aming ipinapaabot sa inyo na kanila ng tinatapos ang inyong paggamit sa lupang nabanggit, at pagtatapos ng paggamit na ito ay mayroong bisa pagkatanggap ninyo ng sulat naming ito x x x"

- More, the Defendants were also given the demand to vacate the lands within fifteen (15) days from their receipt of the letter, in the following manner:

"Dahil pa rin dito, amin kayong binibigyan ng labing limang araw mula sa pagkakatanggap ninyo ng sulat na ito upang umalis sa lupang pag-aari ng mga dumulog sa amin. Kung hindi po kayo aalis sa loob ng panahong ito, mapipilitan po kaming magsampa ng kasong ejectment laban sa inyo sa husgado x x x"

- Defendants received that letter from the Plaintiffs but, despite the lapse of the period given therein, they have failed and refused to vacate;

- Defendants therefore have become deforciant, amendable to being ejected;

x x x^[44] (Emphasis in the original; underscoring supplied)

Respondents, insisting that the complaint involves an agrarian dispute, claim that they have been tilling the lots as tenants of SMC, hence, as found by the appellate court the subsequent acquisition by petitioners thereof did not sever the tenancy relationship.

Section 9 of the Agricultural Tenancy Act provides:

SECTION 9. Severance of Relationship. – The tenancy relationship is extinguished by the voluntary surrender of the land by, or the death or incapacity of, the tenant, but his heirs or the members of his immediate farm household may continue to work the land until the close of the agricultural year. The expiration of the period of the contract as fixed by the parties, and the sale or alienation of the land do not of themselves 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. (Underscoring supplied)

Section 10 of Republic Act No. 3844 (Code of Agrarian Reforms of the Philippines) likewise provides:

SEC. 10. Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc. – The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor. (Underscoring supplied)

For the above-quoted statutory provisions to apply, however, the existence of a tenancy relationship between the previous landowner and the subsequent landowner must in the first place be proven. For this purpose, the concurrence of all the following essential requisites must be established by substantial evidence:

- 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 6. the harvest is shared between the landowner and the tenant or agricultural lessee.^[45]

By their own admission,^[46] respondents were "informed" that the lots they are tilling are "allegedly" owned by SMC because the one collecting the payments was working at SMC, although the official receipts issued to them

were under the name of SMCCU.[47] On that score alone, the claim of the existence of a tenancy relationship fails, requirements No. 1 – that the parties are the landowner and the tenant is agricultural lessee, – and No. 3 – that there is consent between the parties – not being present, for how could respondents have contracted with a landowner whose identity they are not even certain of? Such uncertainty becomes more pronounced when note is taken that before the trial and appellate courts they maintained that the lots are owned by SMC. Before this Court, however, they now adopt the observation of the appellate court that the lots were owned by SMCCU.

Unless a person establishes his status as a de jure tenant, he is not entitled to security of tenure.[48]

The following observations-findings of the MTC, to wit:

[These receipts]...were either issued by a certain Atty. Remigio Calalang whose capacity to do so was neither alleged nor prove[n], and by the San Miguel Credit Union. xxx Also submitted were various National Irrigation Administration (NIA) receipts. Said receipts are, at best in relation to the issues herein, proof of payment of fees for irrigation services. They cannot be construed as indicative, in any way, of the agrarian status of the payee, and much less of the legality of such status.

The certification from the Barangay Agrarian Reform Committee, and that from the Municipal Agrarian Reform Office, (Exhibits 12 and 13 respectively), do not even specify the supposedly tenanted lands, let alone that said lands refer to the plaintiff's registered lands.

On the other hand, the affidavit of supposed other farmers from the locality, as well as that of the Barangay Chairman, merely allege that the defendants cultivate farmlands in their locality. Again, there is no specific reference to the plaintiffs' registered property. In fact, said affiants do not even prove their competence to testify on the facts stated, other than residence in the locality common with that of the defendants[49] (Underscoring supplied),

which merited the affirmance by the RTC in this wise:

xxx The contention of the defendants-appellants that they are registered agricultural tenants of the subject properties by the former owner, San Miguel Corporation was not duly substantiated in court. As fully discussed by the lower Court, the pieces of evidence presented did not pertain particularly to the parcels of land owned by plaintiffs nor did it unequivocally stated (sic) that herein defendants-appellants are the tenants of the parcels of land owned by the plaintiffs[50] (Underscoring supplied),

being well-taken, must be accorded great respect, no facts of substance having been omitted or overlooked[51] or sufficient reasons having been proffered to alter the same.

In reversing the factual findings of the lower courts, the appellate court found that respondents' "ample documentary evidence . . . adequately established the status of petitioners as agricultural lessees of the subject land at least since the early 1980's." [52]

The records disclose that most of petitioners were in 1971 issued their respective Transfer Certificates of Title.[53] While respondents aver that their tenancy relationship with SMCCU commenced as early as 1961, a perusal of the documentary evidence presented by them shows that the earliest document purportedly showing payment of rental by respondent Bernardo Santiago is a photocopy of a letter dated March 14, 1983[54] sent to one Atty. Remigio Kalalag by one who therein identified himself as the "Kinatawan ng Magsasaka" stating as follows:

Sina Catalino Martin, at Bernardo Santiago, ay mga magsasakang namumuisan sa lupang sakahang mga pagaari ng SMB-Credit Union Inc. na inyo naming pinamamahalaan na nasa Barangay ng Pritil, Giginto, Bulacan, ay hind[i] po sila nakapagtanim ng palay sa panagaraw (regular crops) sa ngayon sa dahilang ang kanila pong sinasaka ay mataas, at mahirap patubigan sa ikalawang pagtatanim ng palay.

Ang kanila pong itinanim ay pacuan, at ito po ay naani na nila, kaya't ang kanila pong nakahandang ibubuis sa ngayon ay pera. Ang buis po nila sa panagaraw ay Catalino Martin ay 10 cavaness at si Bernardo Santiago ay 10 cavaness din. Kaya po sila ay may dalang P500.00 bawat isa.

1. Catalino Martin P500.00

2. Bernardo Santiago . . .

500.00

3. Cabooan Buis P1,000.00

Umaasa po kami Atty. Kalalag, na ito ay magiging kasiya-siya sa inyo at sa mga taga SMB-Credit Union Inc. ang naihanda naming Buis para sa taong anihan ng panagaraw 1983. Salamat po.

At all events, this Court's ruling in *Bautista v. Araneta*[55] is instructive:

[R]espondent and the landowner are not bound by the alleged agricultural leasehold agreement between petitioner and Gregorio. In the 1961 case of *Lastimoza v. Blanco* we ruled that "tenancy relationship can only be created with the consent of the true and lawful landholder who is either the 'owner, lessee, usufructuary or legal possessor of the land' (sec. 6 [b], Rep. Act No. 1199), and not thru the acts of the supposed landholder who has no right to the land subject of the tenancy. xxx To rule otherwise, would be to pave the way for fraudulent collusions among the unscrupulous to the prejudice of the true and lawful landholder." (Emphasis and underscoring supplied)

As for the appellate court's charging petitioners with actual knowledge of respondents' purported tenancy on the questioned lots on account of which it deems petitioners to have been in estoppel for failure to assert their rights for more than two decades, the same does not lie.

Estoppel in pais, or equitable estoppel arises when one, by his acts, representations or admissions or by his silence when he ought to speak out, intentionally or through culpable negligence, induces another to believe certain facts to exist and such other rightfully relies and acts on such belief so that he will be prejudiced if the former is permitted to deny the existence of such facts. The real office of the equitable norm of estoppel is limited to supplying deficiency in the law but should not supplant positive law. The requisites for the existence of a tenancy relationship are explicit in the law and these elements cannot be done away with by conjectures.[56] (Underscoring supplied)

In fine, respondents' occupancy and continued possession of the subject lots, upon their "honest belief and impression" that they are tenants of SMC or SMCCU, does not make them de jure tenants.[57]

WHEREFORE, the petition is GRANTED. The assailed decision and resolution of the Court of Appeals in CA-G.R. SP No. 75559 are REVERSED and SET ASIDE. The decision of the Municipal Trial Court of Guiguinto, Bulacan in Civil Case No. 1079, which was affirmed by Branch 82 of the Regional Trial Court of Malolos, Bulacan, is REINSTATED.

SO ORDERED.

Panganiban, (Chairman), Corona, and Garcia, JJ., concur.
Sandoval-Gutierrez, J., on leave.

[1] Rollo at 7-17.

[2] Id. at 24.

[3] Id. at 147-150.

[4] Id. at 118.

[5] Records at 115-116.

[6] Rollo at 100.

[7] Records at 117-118.

[8] Id. at 119.

[9] Rollo at 96.

[10] Id. at 95.

[11] Id. at 99.

[12] Id. at 98.

[13] Id. at 97.

[14] Id. at 119.

[15] Ibid.

[16] Id. at 111-112.

[17] Id. at 119.

[18] Records at 135.

[19] Id. at 1-7 exclusive of annexes.

[20] Id. at 21-26.

[21] Section 409 (c) of the Local Government Code of 1991 (R.A. 7160) provides:

SECTION 409. Venue. – xxx

(c) All disputes involving real property or any interest therein shall be brought in the barangay where the real property or the larger portion thereof is situated.

x x x

[22] Section 412 of the Local Government Code of 1991 (R.A. 7160) provides:

SECTION 412. Conciliation. – (a) Pre-condition to filing of complaint in court. – No complaint, petition, action, or proceeding involving any matter within the authority of the lupon shall be filed or instituted directly in court or any other government office for adjudication, unless there has been a confrontation between the parties before the lupon chairman or the pangkat and that no conciliation or settlement has been reached as certified by the lupon secretary or pangkat secretary as attested to by the lupon or pangkat chairman or unless the settlement has been repudiated by the parties thereto.

xxx

[23] Records at 61-62.

[24] Respondents in their Answer admitted the allegation of petitioners respecting their places of residence.

[25] Id. at 252-256.

[26] Id. at 253-256.

[27] Id. at 256.

[28] Records at 335-337.

[29] Id. at 344-347.

[30] Records at 389-392.

[31] Id. at 449.

[32] CA Rollo at 7-23 exclusive of annexes.

[33] Id. at 105-115.

[34] Id. at 113-114.

[35] Rollo at 29-42.

[36] Id. at 33.

[37] Id. at 34.

[38] Id. at 37.

[39] Id. at 34.

[40]

Sec. 33. Jurisdiction of Metropolitan Trial Courts, Municipal Trial Courts and Municipal Circuit Trial Courts in Civil Cases. – Metropolitan Trial Courts, Municipal Trial Courts and Municipal Circuit Trial Courts shall exercise:

xxx

(2) Exclusive original jurisdiction over cases of forcible entry and unlawful detainer: Provided, That when, in such cases, the defendant raises the question of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved only to determine the issue of possession; and

xxx

[41]

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.

x x x (Emphasis and underscoring supplied)

[42] Hilado v. Chavez, 438 SCRA 623, 641 (2004).

[43] Ibid.

[44] Records at 1-3.

[45] *Ambayec v. Court of Appeals*, G.R. No. 162780, June 21, 2005.

[46] Position Paper, Records at 170.

[47] *Ibid* at 170.

[48] *Ambayec v. Court of Appeals*, *supra*.

[49] Records at 253.

[50] Rollo at 150.

[51] *Rivera v. Santiago*, 410 SCRA 113, 123 (2003).

[52] Rollo at 13.

[53] Records at 115-125.

[54] Exhibit "1" – "1-c" – Bernardo Santiago, *Id.* at 183; petitioners' counsel admitted that the exhibit was a faithful reproduction of the original.

[55] *Bautista v. Araneta*, 326 SCRA 234, 243 (2000).

[56] *Ganzon v. Honorable Court of Appeals*, 385 SCRA 399, 411-412 (2002), citations omitted.

[57] *Ambayec v. Court of Appeals*, *supra*.

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