

**SPRINGSUN MANAGEMENT SYSTEMS CORPORATION, PETITIONER,
VS. OSCAR CAMERINO, EFREN CAMERINO, CORNELIO MANTILE,
NOLASCO DEL ROSARIO AND DOMINGO ENRIQUEZ, RESPONDENTS.**

G.R. NO. 161029. January 19, 2005

Ponente: SANDOVAL-GUTIERREZ, J.

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SANDOVAL-GUTIERREZ, J.:

For our resolution is the instant petition for review on certiorari assailing the Decision[1] dated September 23, 2003 of the Court of Appeals and its Resolution[2] dated November 24, 2003 in CA-G.R. SP No. 72475.

At the heart of this controversy are three (3) lots adjoining each other, situated in Barrio Bagbagan, Muntinlupa, Rizal (now Barangay Tunasan, Muntinlupa City, Metro Manila). These lots were formerly registered in the name of Victoria Homes, Inc. (Victoria Homes) and covered by Transfer Certificates of Titles (TCT) Nos. (289237) S-6135,[3] S-72244,[4] and (289236) S-35855,[5] with an area of 109,451 square meters, 73,849 square meters and 109, 452 square meters, respectively.[6]

Since 1967, Oscar Camerino, Efren Camerino, Cornelio Mantile, Nolasco del Rosario and Domingo Enriquez, respondents herein, have been the farmers-tenants of Victoria Homes, cultivating and planting rice and corn on the lots.[7]

On February 9, 1983, Victoria Homes, without notifying the respondents, sold the two lots covered by TCT Nos. (289237) S-6135 and (289236) S-35855 to Springsun Management Systems Corporation (Springsun), petitioner herein, in the amount of P7,223,799.00.[8] On July 12, 1983, the third lot described in TCT No. S-72244 was also sold by Victoria Homes to petitioner in the amount of P2,566,813.00,[9] again without giving prior notice to the respondents.

The Deeds of Sale were duly registered with the Registry of Deeds of Rizal. Accordingly, TCT Nos. (289237) S-6135, (289236) S-35855 and S-72244 in the name of Victoria Homes were cancelled and in lieu thereof, TCT Nos. 120541,[10] 120542[11] and 123872,[12] were issued in the name of petitioner.[13]

Subsequently, petitioner mortgaged to Banco Filipino Savings and Mortgage Bank (Banco Filipino) the three lots as security for its various loans amounting to P11,545,000.00.

When petitioner failed to pay its loans, the mortgage was foreclosed extra-judicially. At the public auction sale, the lots were sold to Banco Filipino, being the highest bidder.

On December 13, 1994, petitioner filed with the Metropolitan Trial Court (MeTC), Branch 80, Muntinlupa, Metro Manila several complaints for forcible entry against the farm helpers[14] of respondents, docketed as Civil Cases Nos. 2858 to 2873. The complaints, identically worded except for their titles and docket numbers, alleged inter alia that the defendants therein have occupied the lots “by strategy and stealth,” thereby depriving petitioner of its right of possession; and that despite its demand, they refused to vacate the lots.

In their common answer to the complaint, the defendants averred that they and respondents, together with their families, have been in possession of the lots as tenants and that they and respondents have been tilling and planting rice and other agricultural crops thereon since many years ago up to the present.

Meanwhile, having learned of the forcible entry cases against their farm helpers, respondents, on March 7, 1995, filed with the Regional Trial Court (RTC), Branch 256, Muntinlupa (now Muntinlupa City), Metro Manila, a complaint against petitioner and Banco Filipino, docketed as Civil Case No. 95-020.[15] The complaint, although captioned “For: Prohibition/Certiorari, Reconveyance/Redemption, Damages, Injunction with Preliminary Injunction and Temporary Restraining Order,” is actually an action for redemption. Respondents alleged in their complaint that since 1967, they have been in continuous peaceful possession of the lots as tenants of Victoria Homes. However, without their knowledge, Victoria Homes sold the lots to petitioner. In order to prevent them from exercising their right of redemption, petitioner mortgaged the lots to Banco Filipino. In the early part of 1994, petitioner, Banco Filipino and its sister company, Pilar Development Corporation, called respondents to a conference wherein petitioner pledged to pay each of them P2,000,000.00 if they will not exercise their right of redemption. However, petitioner failed to comply with its commitment which, apparently, was a mere scheme to deprive them of their right of redemption. In fact, petitioner filed with the MeTC complaints for forcible entry against their (respondents’) farm helpers. They thus prayed inter alia that pending the resolution of their complaint, the RTC enjoin the MeTC from proceeding with the forcible entry cases and that after trial, judgment be rendered authorizing them to exercise their right of redemption of the lots.

Petitioner and Banco Filipino filed separate answers. Petitioner averred that respondents have no cause of action against it; that respondents have never been in possession of the lots; and that the only persons it found in possession of the lots were the defendants (respondents’ farm helpers) in Civil Cases Nos. 2858-73 for forcible entry. For its part, Banco Filipino alleged that it is a mortgagee in good faith and for value, hence, it has acquired right of possession and ownership of the lots. Petitioner and Banco Filipino prayed that respondents’ complaint be dismissed for lack of cause of action.

Meanwhile, on July 10, 1995, the MeTC rendered a Decision dismissing petitioner’s complaints for forcible entry “for lack of cause of action.” The court ruled that the action for forcible entry is not the proper remedy considering that the defendants have been in possession of the lots long before petitioner bought them from Victoria Homes.

On appeal by petitioner, the RTC, Branch 276, Muntinlupa City, rendered its Decision[16] reversing the MeTC judgment, holding that the defendants therein are not tenants because the lots are not agricultural but classified as “unimproved residential” by the local taxing authority. The dispositive portion of the Decision states:

“Premises considered, the Decision of the Metropolitan Trial Court, Branch 80 is reversed in toto.

It is therefore directed that all Defendants, LEOTILDE DE LOS SANTOS, ROGELIO RODRIGUEZ, IRENEO DE LOS SANTOS, FEDERICO DE LOS SANTOS, BEN CATANGUI, FRED RECTO, MONICO RECUDIO, SOFIA POSAS, ARTURO ABUEL, ROLANDO BANIA, ANTONIO ESQUIJO, JOEL DEL ROSARIO, and ELISIO RECUDIO, including those occupying the premises claiming rights under these defendants, immediately vacate the parcels respectively occupied by them and surrender possession of the premises to Plaintiff. Refusal to do so will cause their removal therefrom with the use of force.

Since Plaintiff was constrained to litigate thru counsel, Defendants are jointly and severally directed to pay the Plaintiff attorney’s fees of P50,000.00 and the costs of this proceedings.

IT IS SO ORDERED.”[17]

Upon finality of the above Decision, the RTC (instead of the MeTC) issued a writ of execution and on July 31, 1998, the sheriff turned over the possession of the lots to petitioner.[18]

Incidentally, on May 10, 2000, petitioner redeemed the lots from Banco Filipino.[19]

Going back to Civil Case No. 95-020 for redemption, respondents (plaintiffs therein) presented several witnesses, all of whom were cross-examined by both counsel of petitioner and Banco Filipino. For their part, petitioner and Banco Filipino (defendants therein) presented only one witness, Jesus Manzano Salmorin.

On January 25, 2002, the trial court rendered its Decision[20] in favor of the respondents, authorizing them to redeem from petitioner the lots in controversy, thus:

“WHEREFORE, judgment is hereby rendered as follows:

1. Declaring the plaintiffs (now respondents) are entitled to redeem, and ordering the defendant Springsun Management Systems Corporation (now petitioner) to allow plaintiffs to redeem the landholdings in question within 180 days from finality of this decision at the total price of P9,790,612.00; upon full payment of the redemption price, the defendant Springsun Management Systems Corporation is ordered to deliver (to) plaintiffs the titles and the corresponding Deed of Redemption so that the titles to the properties in litigation can be transferred in the name of the plaintiffs;
2. Declaring plaintiffs entitled to possession, and ordering the defendant Springsun Management Systems Corporation and all persons claiming under it to vacate the lands in question and to surrender the same to the plaintiffs;
3. Dismissing the case as against Banco Filipino Savings and Mortgage Bank (now co-petitioner);
4. Ordering the defendant Springsun Management Systems Corporation to pay plaintiffs the sum of P200,000.00 as attorney’s fees, plus costs.

SO ORDERED.”[21]

In disposing of the case, the trial court held that respondents have proved that since 1967 they have been tenants on the lots, then owned by the Madrigal family; that they have been tilling and planting rice, corn and vegetables thereon, the produce of which they regularly shared with Glicerio Bugayon, caretaker/administrator of the Madrigals and later with Rodolfo Bunag, caretaker of Victoria Homes.

The Decision partly reads:

"Since the prohibition/certiorari and injunction aspect of the case has already become moot and academic with the final decision in the forcible entry cases, the remaining issue to be determined in this case is whether or not the plaintiffs (now respondents) are entitled to the reconveyance/redemption of the parcels of land in litigation.

To arrive at a fair resolution of this case, it is essential to determine whether the land is agricultural and that the plaintiffs are farmers-tenants of the same.

The plaintiffs have presented evidence consisting of the testimonies of plaintiffs Oscar Camerino and Domingo Enriquez, among others, that they and their co-plaintiffs are the tenants of the properties in litigation (formerly owned by the Madrigals and later by Victoria Homes, Inc.) since 1967 (TSN, November 20, 1998, p. 12) planting palay, corn and vegetables (TSN, November 20, 1998, p. 13). Plaintiff Domingo Enriquez also testified that for the 4 hectares portion of the land he was tilling, he harvests 40 cavans and sometimes 48 cavans of palay because his system of planting is merely ‘hasik’ or broadcasting and that the land is not irrigated (TSN, Nov. 20, 1998, p. 14). He divides or shares his produce with (the Madrigals’

caretaker/administrator), Mr. Glicerio Bugayon (and later with Victoria Homes, Inc.'s caretaker, Rodolfo Bunag).[22] As proof that he and his co-plaintiffs are the legitimate tenants of the subject lands, he identified the document entitled: 'PAGPAPATUNAY' issued by Punong Barangay Eufrazio A. Hermosilla (Exh. 'E').

The foregoing testimony of plaintiff Domingo Enriquez was corroborated by his co-plaintiffs and by Barangay Chairman Eufrazio A. Hermosilla. No evidence was presented by the defendants to refute the aforesaid testimony of the plaintiffs except that of the lone witness of defendant Springsun, Mr. Jesus M. Salmorin, who testified that he saw no tenants working on the subject lands when an ocular inspection was conducted thereon before Springsun purchased the same from Victoria Homes, Inc. To the mind of the court, the bare claim of Jesus Salmorin cannot outweigh the collective testimonies of the plaintiffs and Brgy. Chairman Eufrazio A. Hermosilla. Their testimonies are more credible than that of the lone witness for defendant Springsun. No one from Victoria Homes, Inc. was ever called to deny the existence of the share tenancy relationship which plaintiffs persistently attributed to it.

Since it was established that the lands in litigation are devoted to palay, corn and vegetables, there is no doubt that the same are agricultural lands. Republic Act No. 3844, as amended, defines agricultural land as land devoted to any growth, including but not limited to crop lands, salt beds, fishponds, idle lands, and abandoned lands as defined in pars. 18 and 19 of Section 1 thereof.

There is no question too that plaintiffs fall under the concept of share tenants or agricultural lessees pursuant to Republic Act 3944 (approved on August 9, 1963). Section 166 thereof, as amended by Republic Act 6389 (approved on September 10, 1971 defined 'agricultural lessee' in the following manner:

'SEC. 116. Definition of terms – x x x

Agricultural lessee' means a person who, by himself and with the aid available 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. x x x'

For the share tenancy or agricultural lease relationship to exist, the following requisites must concur:

1. The parties are the landowner and the tenant of 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 [Castillo vs. Court of Appeals, 205 SCRA 529 (1992); Prudential Bank vs. Gapuitos, 181 SCRA 159 (1990); Zamoras vs. Su, Jr., 184 SCRA 248 (1990); Castro vs. Court of Appeals, 169 SCRA 383 (1989)].

All the foregoing elements are present in this case. The parties to the relationship are the landowner Victoria Homes, Inc. and the farmer plaintiffs. The subject matter of the relationship is agriculture land. There is consent between the parties to the relationship for the purpose of bringing about agricultural production. There is personal cultivation, and the harvest is shared between the landowner and the tenants.

Given the court's assessment as to the existence of the agricultural lease relationship, the next question ripe for determination is whether or not the plaintiffs are entitled to redemption.

This court believes and so holds that plaintiffs are entitled to redemption by paying to Springsun Management Systems Corporation the amount of P7,223,799.00 for the lands covered by TCT Nos. 120541, 120542 and the

amount of P2,566,813.00 for the land covered by TCT No. 123872, representing its acquisition costs from Victoria Homes, Inc.

Section 12 of R.A. 3844, known as The Agricultural Land Reform Code, as amended by R.A. 6389, reads as follows:

‘Sec. 12. Lessee’s Right of Redemption. – In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, that where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this section may be exercised within one hundred and eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

Upon the filing of the corresponding petition or request (to redeem) with the department or corresponding case in court by the agricultural lessees, the said period of one hundred and eighty days shall cease to run.

Any petition or request for redemption shall be resolved within sixty days from filing thereof; otherwise the said period shall start to run again.

x x x’

The only evidence of defendants (now petitioners) shows that the former owner, Victoria Homes, Inc., sold the lands covered by TCT Nos. (289237) S-6135 and (289236) S-35855 to defendant Springsun Management Systems Corporation on February 9, 1983 in the amount of P7,223,799.00 (Exh. ‘4’). The sale was made without notifying the lessees affected and the Department of Agrarian Reform as mandated by Section 12 of R.A. 3844 despite the fact that the Deed of Sale was duly registered with the Register of Deeds on April 11, 1983 that cancelled the titles in the name of Victoria Homes, Inc. and TCT Nos. 120542 and 120541 were issued on the same date in the name of defendant Springsun.

Similarly, when Victoria Homes, Inc. sold its land described in TCT No. S-72244 to defendant Springsun on July 12, 1983 in the amount of P2,566,813.00 (Exh. ‘5’), no notice was ever sent either to the plaintiffs or to the Department of Agrarian Reform, notwithstanding that the Deed of Sale was registered on July 29, 1983 that resulted in the cancellation of TCT No. S-72244 in the name of Victoria Homes, Inc. and a new title bearing No. 123872 was issued to defendant Springsun.

In view of the absence of the notice to the plaintiffs and to the Department of Agrarian Reform as required by law, the inevitable conclusion is that the plaintiffs are entitled to redeem the subject lands from the defendants Springsun. This right of redemption is statutory in character. It was held by the Supreme Court in *Cuano v. Court of Appeals*, G.R. No. 107159, September 26, 1994 (237 SCRA 122) that:

‘We turn, finally, to the right to redeem the land here involved. In view of our conclusion that private respondents were share tenants and later agricultural lessees of the owner(s) of that land, it follows that private respondents were entitled to redeem the land upon the alienation thereof by the two (2) daughters of Andres Cruz in favor of petitioner Cuano spouses. This right of redemption is statutory in character, that is to say, it is created by and rests upon provisions of a particular law, it attaches to a particular landholding by operation of law. In *Hidalgo vs. Hidalgo* (33 SCRA 105 [1970]), the Court stressed that:

x x x. [T]he Land Reform Code forges by operation of law between the land owner and the farmer – be a leasehold tenant or temporarily a share tenant – a *vinculum juris* with certain vital consequences, such as security of tenure of the tenant and the tenant’s right to continue in possession of the land he works despite the

expiration of the contract or the sale or transfer of the land to third persons, and now, more basically, the farmer's pre-emptive right to buy the land he cultivates under Section 11 of the Code, as well as the right to redeem the land sold, if sold to a third person without his knowledge, under Section 12 of this Code.'

Notwithstanding that plaintiffs are by law entitled to redemption and to remain in possession of the landholding, the defendant Springsun did not afford them the said right, and was able to dispossess them of the same which forced them to litigate and incurred the sum of P200,000.00 as attorney's fees. Plaintiffs are therefore entitled to an award of attorney's fees in the said amount of P200,000.00 which the court finds fair and reasonable." [23]

Petitioner filed a motion for reconsideration of the above Decision, but was denied by the trial court in its Order dated April 26, 2002. [24]

Petitioner then interposed an appeal to the Court of Appeals, docketed as CA-G.R. SP No. 72475. On September 23, 2003 the Appellate Court promulgated its Decision [25] affirming with modification the RTC Decision in the sense that the award of attorney's fees in the amount P200,000.00 was deleted.

The Court of Appeals held that under Republic Act No. 3844, [26] as amended, the respondents, are tenants/agricultural lessees on the disputed lots and are entitled to exercise their right of redemption. They were not duly notified of the sale of the lots to Victoria Homes and later to petitioner. Likewise, no notice of such sale was furnished the Department of Agrarian Reform, as required by Republic Act No. 6657. [27] The absence of such notice violated their right of redemption. While the RTC (Branch 276) in its Decision in the appealed forcible entry cases held that the disputed lots are "unimproved residential" land, such finding is not conclusive since the only issue therein is who has better right of the physical possession of the lots. [28] Similarly, the description of the lots by the local taxing authority has no bearing to the redemption case because it is the actual use of the land that determines its classification. [29] Respondents were able to establish by convincing evidence that the lots are agricultural, that they are tenants or agricultural lessees thereon, having planted rice, corn and vegetables, and that during harvests, they gave the landowners their shares.

Hence, the instant petition, ascribing to the Court of Appeals the following errors:

"I

THE COURT OF APPEALS COMMITTED GRIEVOUS ERROR IN NOT HOLDING THAT THE REGIONAL TRIAL COURT HAD NO JURISDICTION OVER THE INSTANT CASE AS IT INVOLVES AGRARIAN REFORM MATTERS WHICH BELONG TO THE PRIMARY AND EXCLUSIVE JURISDICTION OF THE DEPARTMENT OF AGRARIAN REFORM.

II

ASSUMING WITHOUT GRANTING THAT THE REGIONAL TRIAL COURT HAD THE AUTHORITY TO ASSUME JURISDICTION IN THIS CASE, IT WAS NEVERTHELESS GRIEVOUS ERROR FOR THE COURT OF APPEALS TO AFFIRM THAT RESPONDENTS ARE TENANTS UNDER THE UNDISPUTED FACTS OF THE CASE.

III

ASSUMING FURTHER BUT WITHOUT GRANTING THAT THE FACTS OF THE CASE FACTUALLY ESTABLISHED RESPONDENTS TO BE TENANTS ON THE PROPERTY, IT WAS NEVERTHELESS GRIEVOUS ERROR FOR THE COURT OF APPEALS TO AFFIRM THAT RESPONDENTS ARE ENTITLED TO REDEMPTION OF THE LAND. RESPONDENTS' EVIDENCE ARE CLEAR THAT SAID RIGHT HAD ALREADY PRESCRIBED."

We rule against petitioner.

On the first assigned error, petitioner contends that it is the Department of Agrarian Reform (DAR), not the RTC (Branch 256), which has jurisdiction over respondents' complaint for redemption.

This is the very first time at this late stage that petitioner assails the jurisdiction of the trial court over this case. It did not do so before the trial court and the Appellate Court.[30] We have consistently ruled that an issue proffered for the first time on appeal and not timely presented in the proceedings before the lower court is barred by the principle of estoppel.[31]

Obviously, this jurisdictional issue is an afterthought. It is clear from the records that petitioner was the first one to admit that it is not the DAR which has jurisdiction over the case but the courts by filing with the MeTC Civil Cases Nos. 2858-2873 for forcible entry. Again, petitioner invoked the jurisdiction of the courts when it appealed the MeTC Decision to the RTC (Branch 276) of Muntinlupa City.

The records also show that when respondents filed with the RTC (Branch 256) Civil Case No. 95-020 for redemption, petitioner actively participated in the proceedings by cross-examining respondents' witnesses and presenting its sole witness. In these proceedings, petitioner did not at any time raise the issue of jurisdiction. In fact, it never asserted that a tenancy relationship existed between its predecessors-in-interest and the respondents. When petitioner lost, it appealed to the Court of Appeals. Again it did not raise the issue of jurisdiction. We find it striking that only when the Court of Appeals ruled against petitioner did it change its theory by claiming that the trial court has no jurisdiction, the proper forum being the DAR.

We stressed in *Marie Antoinette R. Soliven vs. Fastforms Philippines, Inc.*[32] that while it is a settled rule that jurisdictional questions may be raised at any time, an exception arises where estoppel has supervened,[33] as in this case. We reiterate that it is only now, before this Court, that petitioner is questioning the jurisdiction of the trial court. After submitting its cause voluntarily to its jurisdiction by actively participating in all stages of the proceedings before it and invoking its authority by asking for an affirmative relief, petitioner is estopped from challenging its jurisdiction, especially when an adverse judgment has been rendered.[34] In *PNOC Shipping and Transport Corporation vs. Court of Appeals*,[35] we held:

“Moreover, we note that petitioner did not question at all the jurisdiction of the lower court x x x in its answers to both the amended complaint and the second amended complaint. It did so only in its motion for reconsideration of the decision of the lower court after it had received an adverse decision. As this Court held in *Pantranco North Express, Inc. vs. Court of Appeals* (G.R. No. 105180, July 5, 1993, 224 SCRA 477, 491), participation in all stages of the case before the trial court, that included invoking its authority in asking for affirmative relief, effectively barred petitioner by estoppel from challenging the court's jurisdiction. Notably, from the time it filed its answer to the second amended complaint on April 16, 1985, petitioner did not question the lower court's jurisdiction. It was only on December 29, 1989 when it filed its motion for reconsideration of the lower court's decision that petitioner raised the question of the lower court's lack of jurisdiction. Petitioner thus foreclosed its right to raise the issue of jurisdiction by its own inaction.”
(underscoring ours)

Likewise, in *Sta. Lucia Realty and Development, Inc. vs. Cabrigas*,[36] we refused to nullify the proceedings in a case conducted by the trial court even if it has no jurisdiction over the subject matter thereof, considering that the party assailing its jurisdiction is guilty of estoppel, thus:

“In the case at bar, it was found by the trial court in its 30 September 1996 decision in LCR Case No. Q-60161(93) that private respondents (who filed the petition for reconstitution of titles) failed to comply with both sections 12 and 13 of RA 26 and therefore, it had no jurisdiction over the subject matter of the case. However, private respondents never questioned the trial court's jurisdiction over its petition for reconstitution throughout the duration of LCR Case No. Q-60161(93). On the contrary, private respondents actively

participated in the reconstitution proceedings by filing pleadings and presenting its evidence. They invoked the trial court's jurisdiction in order to obtain affirmative relief – the reconstitution of their titles. Private respondents have thus foreclosed their right to raise the issue of jurisdiction by their own actions.

The Court has constantly upheld the doctrine that while jurisdiction may be assailed at any stage, a litigant's participation in all stages of the case before the trial court, including the invocation of its authority in asking for affirmative relief, bars such party from challenging the court's jurisdiction (PNOC Shipping and Transport Corporation vs. Court of Appeals, 297 SCRA 402 [1998]). A party cannot invoke the jurisdiction of a court to secure affirmative relief against his opponent and after obtaining or failing to obtain such relief, repudiate or question that same jurisdiction (Asset Privatization Trust vs. Court of Appeals, 300 SCRA 579 [1998]; Province of Bulacan vs. Court of Appeals, 299 SCRA 442 [1998]). The Court frowns upon the undesirable practice of a party participating in the proceedings and submitting his case for decision and then accepting judgment, only if favorable, and attacking it for lack of jurisdiction, when adverse (Producers Bank of the Philippines vs. NLRC, 298 SCRA 517 [1998], citing Ilocos Sur Electric Cooperative, Inc. vs. NLRC, 241 SCRA 36 [1995]).” (underscoring ours)

Following the doctrine of estoppel, we cannot allow petitioner to repudiate this late, for lack of jurisdiction, the Decision of the RTC (Branch 256) in Civil Case No. 95-020 for redemption affirmed by the Court of Appeals. Where, as here, a party, by his deed or conduct, has induced another to act in a particular manner, estoppel effectively bars the former from adopting an inconsistent position, attitude or course of conduct that causes loss or injury to the latter.[37] Indeed, we frown upon this undesirable practice of a party invoking a court's jurisdiction and then attacking its judgment for want of jurisdiction, if adverse to him.

Moreover, under Section 12 of R.A. 3844, as amended, a petition for redemption can be filed not only with the DAR but also with the court, thus:

“SEC. 12. Lessee's right of Redemption. – In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

Upon the filing of the corresponding petition or request (to redeem) with the department or corresponding case in court by the agricultural lessees, the said period of one hundred and eighty days shall cease to run.

Any petition or request for redemption shall be resolved within sixty days from filing thereof; otherwise the said period shall start to run again.

x x x.” (underscoring ours)

Therefore, the filing with the trial court of the instant complaint for redemption by herein respondents is proper.

On the second assigned error, petitioner faults the Court of Appeals in affirming the trial court's finding that respondents are tenants on the questioned lots. Whether or not respondents are tenants is a question of fact which calls for a review of the parties' evidence. This, certainly, is impermissible as this Court is not a trier of facts. Our jurisdiction in cases brought before us from the Court of Appeals is limited to reviewing and correcting errors of law and not errors of facts allegedly committed by the latter.[38]

It bears emphasis that both the trial court and the Court of Appeals made similar findings that respondents are

tenants and, therefore, entitled to redeem the lots.

Nothing is more entrenched than the rule that where, as here, the findings of fact of the trial court are affirmed by the Court of Appeals, the same are final and conclusive upon this Court.[39] The inevitable conclusion which may be drawn from the settled fact that respondents are tenants is that they are duly entitled to the right of redemption under Section 12 of Republic Act No. 3844,[40] as amended by Republic Act No. 6389,[41] which provide:

“SEC. 12. Lessee’s right of Redemption. – In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

x x x.”

Finally, petitioner contends that respondents can no longer exercise their right of redemption as the same has prescribed. This issue of prescription should have been raised at the first instance before the trial court, not at this late stage. Again, petitioner’s submission of this issue is an afterthought.

In this jurisdiction, the defense of prescription cannot be raised for the first time on appeal.[42] Such defense may be waived, and if it was not raised as a defense in the trial court, it cannot be considered on appeal, the general rule being that the Appellate Court is not authorized to consider and resolve any question not properly raised in the lower court.[43] Besides, the facts on record do not indicate that respondents’ action has prescribed.

At any rate, under Section 12, paragraph 1 of R.A. No. 3844, as amended, the prescriptive period for exercising the right of redemption is within 180 days from notice in writing of the registration of the sale, which shall be served by the vendee on all lessees affected and the DAR. We have held that the right of redemption will not prescribe unless there is such notice in writing of the sale.[44] Since it has been established that indeed respondents were never notified in writing of the sale of the disputed lots, then there is no prescription to speak of in the instant case.

In fine, we rule that respondents, being agricultural tenants of Victoria Homes which sold the lots to petitioner Springsun without notifying them, have the right to redeem the same from the latter pursuant to Section 12 of R.A. No. 3844, as amended.

WHEREFORE, the petition is DENIED. The assailed Decision and Resolution of the Court of Appeals in CA-G.R. No. 72475 are AFFIRMED IN TOTO. Costs against petitioners.

SO ORDERED.

Panganiban, (Chairman), Corona, and Carpio-Morales, JJ., concur.
Garcia, J., no part.

[1] Penned by Justice Renato C. Dacudao and concurred in by Presiding Justice Cancio C. Garcia (now a member of this Court) and Justice Danilo B. Pine; Rollo, pp. 41-61.

[2] Rollo at 63-64.

[3] Exhibit “1,” Defendant Springsun’s Formal Offer of Evidence in Civil Case No. 95-020, Rollo at 193. See also Decision dated January 25, 2002 of RTC, Br. 256, Muntinlupa City in Civil Case No. 95-020, Rollo at 362.

[4] Exhibit “2,” *id.*

[5] Exhibit “3,” *id.*

[6] Decision dated January 25, 2002 of the Regional Trial Court, Branch 256, Muntinlupa City, in Civil Case No. 95-020; Rollo at 362.

[7] Exhibit “E,” Plaintiffs’ Formal Offer of Exhibits in Civil Case No. 95-020, Rollo at 188, 190. See also Decision dated January 25, 2002 of RTC, Br. 256, Muntinlupa City in Civil Case No. 95-020, *id.*

[8] Exhibit “4,” Defendant Springsun’s Formal Offer of Evidence in Civil Case No. 95-020, Rollo at 193-194. See also Decision dated January 25, 2002 of RTC, Br. 256, Muntinlupa City in Civil Case No. 95-020, Rollo at 362.

[9] Exhibit “5,” *id.*

[10] Exhibit “6,” *id.* See also Decision dated January 25, 2002 of RTC, Br. 256, Muntinlupa City in Civil Case No. 95-020, Rollo at 363.

[11] Exhibit “7,” *id.*

[12] Exhibit “8,” *id.*

[13] See Annexes “C,” “C-1” & “C-2” of Petition, Rollo at 65-73.

[14] The defendants in the forcible entry cases are: Leotilde de los Santos (Civil Case No. 2858), Arturo Abuel (Civil Case No. 2859), Antonio Esquijo (Civil Case No. 2861), Eliseo Recodig (Civil Case No. 2863), Sofia Posas (Civil Case No. 2864), Monico Recodig (Civil Case No. 2865), Alfredo Recto (Civil Case No. 2866), Ben B. Catangui (Civil Case No. 2867), Federico de los Santos (Civil Case No. 2870), Irene R. de los Santos (Civil Case No. 2871), and Joel del Rosario (Civil Case No. 2873).

[15] Rollo at 94-103.

[16] *Id.* at 175-182.

[17] *Id.* at 182.

[18] Petition, *id.* at 18, 183, 364.

[19] Petition, Rollo at 16, 19. See also the Decision dated January 25, 2002 of the RTC, Branch 256, Muntinlupa City, Rollo at 364

[20] Rollo at 362-367.

[21] *Id.* at 366-367.

[22] See Court of Appeals Decision dated September 23, 2003 in CA-G.R. SP No. 72475, Rollo at 45-46.

[23] Cited in the assailed Decision of the Court of Appeals, Rollo at 51-54.

[24] Rollo at 383-384.

[25] *Id.* at 41-61.

- [26] The Agricultural Land Reform Code of 1963.
- [27] The Comprehensive Agrarian Reform Law of 1988.
- [28] Citing *Gener vs. De Leon*, G.R. No. 130730, October 19, 2001, 367 SCRA 631; *Go, Jr. vs. Court of Appeals*, G.R. No. 142276, August 14, 2001, SCRA 755.
- [29] Citing *Republic vs. Court of Appeals*, G.R. No. 139592, October 5, 2000, 342 SCRA 189.
- [30] *Philippine Banking Corporation vs. Court of Appeals*, G.R. No. 127469, January 15, 2004, G.R. No. 127469, January 15, 2004, 419 SCRA 487, 503.
- [31] *Id.*, citing *Caltex (Philippines), Inc. vs. Court of Appeals*, 212 SCRA 448 (1992).
- [32] G.R. No. 139031, October 18, 2004.
- [33] See also *Bayoca vs. Nogales*, G.R. No. 138201, September 12, 2000, 340 SCRA 154, 169; *Korean Airlines, Co. Ltd. vs. Court of Appeals*, G.R. No. 114061, August 23, 1995, 247 SCRA 599; *Sesbreño vs. CA*, G.R. No. 84096, January 26, 1995, 240 SCRA 606.
- [34] *Province of Bulacan vs. Court of Appeals*, G.R. No. 126232, November 27, 1998, 299 SCRA 442, 452-453, citing *Lee vs. Presiding Judge, MTC of Legaspi City*, Br. 1, 145 SCRA 408 (1986); *Mondejar vs. Javellana*, G.R. No. 116883, September 22, 1998, 295 SCRA 699, 713, citing *Tijam vs. Sibonghanoy*, 23 SCRA 29 (1968); *Macahilig vs. Heirs of Grace M. Magalit*, G.R. No. 141423, November 15, 2000, 344 SCRA 838, 851, citing *Tan Boon Bee & Co., Inc. vs. Jarencio*, 163 SCRA 205 (1988), *PNB vs. Intermediate Appellate Court*, 143 SCRA 299 (1986), *Nieva vs. Manila Banking Corp.*, 124 SCRA 453 (1983).
- [35] G.R. No. 107518, October 8, 1998, 297 SCRA 402.
- [36] G.R. No. 134895, June 19, 2001, 358 SCRA 715.
- [37] *Macahilig vs. Heirs of Grace M. Magalit*, *supra*; *Cruz vs. Court of Appeals*, G.R. No. 126713, July 27, 1998, 293 SCRA 239, 255-256.
- [38] *Republic vs. Court of Appeals*, G.R. No. 116372, January 18, 2001, 349 SCRA 451; *Omandam vs. Court of Appeals*, G.R. No. 128750, January 18, 2001, 349 SCRA 483; *Gold Loop Properties, Inc. vs. Court of Appeals*, G.R. No. 122088, January 26, 2001, 350 SCRA 371; *Roca vs. Court of Appeals*, G.R. No. 114917, January 29, 2001, 350 SCRA 414; *Batingal vs. Court of Appeals*, G.R. No. 128636, February 1, 2001, 351 SCRA 60; *Go vs. Court of Appeals*, G.R. No. 112550, February 5, 2001, 351 SCRA 145.
- [39] *Estacio vs. Jaranilla*, G.R. No. 149250, December 8, 2003, 417 SCRA 250; *Republic vs. Court of Appeals*, G.R. No. 116372, January 18, 2001, 349 SCRA 451; *Bañias, Jr. vs. Court of Appeals*, G.R. No. 102967, February 10, 2000, 325 SCRA 259, 271, citing *Guerrero vs. Court of Appeals*, 285 SCRA 670 (1998); *Sta. Maria vs. Court of Appeals*, G.R. No. 127549, January 28, 1998, 285 SCRA 351 (1998).
- [40] The Agricultural Land Reform Code. This law took effect on August 22, 1963 (*Bunye vs. Aquino*, G.R. No. 138979, October 9, 2000, 342 SCRA 360).
- [41] Approved on September 10, 1971.
- [42] *Dino vs. Court of Appeals*, G.R. No. 113564, June 20, 2001, 411 Phil. 594, 603.
- [43] *Ramos vs. Osorio*, G.R. No. 27306, April 29, 1971, 38 SCRA 469, citing *Subido vs. Lacson*, 55 O.G. 8281.
- [44] *Mallari vs. Court of Appeals*, G.R. No. 61093, May 25, 1988, 161 SCRA 503, 508.

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