

DOMINGO C. SUAREZ, PETITIONER, VS. LEO B. SAUL, ROGER S. BRILLO, EFRAIN S. BRILLO, ELENO S. BRILLO AND IGNACIO G. PELAEZ, RESPONDENTS.

G.R. NO. 166664. October 20, 2005

Ponente: YNARES-SANTIAGO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-166664/>

YNARES-SANTIAGO, J.:

This petition assails the August 31, 2004 Decision of the Court of Appeals in CA-G.R. SP No. 71516 affirming in full the December 14, 2000 DARAB Decision in DARAB Case No. 5468; as well as its January 6, 2005 Resolution denying petitioner's motion for reconsideration.

Petitioner Domingo C. Suarez owns a 23-hectare agricultural land in Sitio Spring, Poblacion T'boli, South Cotabato registered under OCT No. (P-31540) P-11967.[1] On August 8, 1995, a complaint for reinstatement with preliminary mandatory injunction, recovery of possession and damages[2] was filed against him and T'boli Agro-Industrial Development, Inc. (TADI) before the Office of the Provincial Adjudicator, Department of Agrarian Reform Adjudicatory Board (DARAB), by respondents Leo B. Saul, Roger S. Brillo, Efrain S. Brillo, Eleno S. Brillo and Ignacio G. Pelaez.

Respondents alleged that they were agricultural tenants in petitioner's land on a 25-75 sharing agreement; that after two croppings, petitioner voluntarily offered the land for sale to the government under a Voluntary Offer to Sell (VOS) dated February 20, 1993;[3] that they signed the documents for the transfer of the land under the Comprehensive Agrarian Reform Program (CARP) as farmer-beneficiaries, and petitioner, as landowner; and that the sale was approved by the local Land Valuation Office of the Land Bank of the Philippines (LBP).

Respondents claimed that while the VOS was being processed, they were summarily ejected from the property by TADI after the latter entered into a Grower Agreement with Contract to Buy[4] with petitioner thereby depriving them of their landholdings.

Petitioner filed an Answer contending that respondents were installed as tenants, not by him, but by Wennie[5] Gonzaga of the Department of Agrarian Reform (DAR) in Koronadal, South Cotabato. He admitted that he voluntarily offered his land for sale to the government under the CARP but denied knowledge of the certification issued by the LBP. He denied the existence of a grower's contract between him and TADI over the subject land.[6]

For its part, TADI claimed that its grower's contract with petitioner covered parcels of land different from those being claimed by respondents.[7]

In due course, the Regional Adjudicator issued an Order[8] dated July 18, 1996 dismissing the complaint for lack of merit. The adjudicator found that respondents failed to prove their alleged tenancy over petitioner's land. While they were identified as potential farmer-beneficiaries of the land subject of the VOS, they only have an "inchoate right" to the land since its coverage under the CARP has yet to be completed.[9]

On appeal, the DARAB Central Office rendered a Decision[10] reversing the Regional Adjudicator. It observed that petitioner admitted that respondents were his tenants. It further held that:

... it is in fact immaterial whether the subject landholding is covered by the alleged grower's contract or not. What is clear in the instant case is the fact that herein appellants were illegally ejected from their respective tenanted lands. If indeed the subject land is not covered by the grower's contract, if there's any, the act of defendant-appellee TADI in ejecting the tenants-appellants was beyond authority, hence, illegal. Assuming arguendo that the subject landholding is truly covered in the said contract, the contracting parties are required under the law to respect the tenurial rights of the tenants therein.[11]

The DARAB thus disposed:

WHEREFORE, the appealed Order is hereby SET ASIDE and a NEW JUDGMENT is rendered:

1. Declaring the plaintiffs-appellants as bona fide tenants of the subject landholding;
2. Ordering the MARO and other concerned DAR Officers to determine the disturbance compensation from the time of actual ejection of herein plaintiffs-appellants until the time of actual reinstatement, after the last harvest of pineapple, to be awarded to herein plaintiffs-appellants; and
3. Ordering the reinstatement of herein plaintiff-appellants in their respective original landholdings after harvest.

SO ORDERED.[12]

Petitioner elevated the matter to the Court of Appeals which, on August 31, 2004, rendered a Decision affirming the DARAB.[13] Upon denial of the motion for reconsideration,[14] petitioner filed the instant petition.

The issues for resolution are: (a) whether respondents are bona fide agricultural tenants under the law; and (b) whether petitioner illegally ejected respondents from their landholdings.

Petitioner contends that there is no basis in holding that respondents were his tenants. He denies having admitted that they were his tenants, and insists that there is no proof to prove the existence of tenancy relations. He asserts that he did not eject respondents from their landholdings by entering into a grower's contract over the subject land with TADI.

Indeed, there is nothing in the records to suggest that respondents were petitioner's bona fide tenants prior to their designation by the DAR as potential farmer-beneficiaries under the CARP. There is no evidence to prove tenancy arrangement between petitioner and respondents before the former's voluntary offer to convey the land to the government.

In holding that respondents were bona fide tenants of petitioner, the DARAB and the appellate court relied solely on the alleged admission in petitioner's answer to the complaint, to wit:

3. Defendant admits the averments in paragraph IV of the complaint.[15]

The fourth paragraph of the complaint states:

4. That plaintiffs were instituted sometime in 1993 and were given three (3) hectares each respectively, while for plaintiff Roger Brillo was given 2 hectares; the sharing of the parties involved was 25-75 in favor of the tenants; after for two croppings defendant D. Suarez approached and offered the land by Voluntary Offer to Sale (VOS) last November 1993 in our favor (plaintiffs-tenants) and the papers for VOS was processed in the office of Department [of] Agrarian Reform (DAR) Koronadal, South Cotabato;[16]

We find that the above admission was taken out of context. While petitioner admitted that respondents were

tenants in the land, he qualified in paragraph 2 of his answer that it was Wennie Gonzaga of the DAR who installed them as such. Clearly, it was the DAR who placed respondents in actual possession of the land upon petitioner's offer to transfer the same to the government. Other than this supposed admission, there is no evidence on record to prove the tenancy relations. Respondents did not substantiate their claim with evidence to show that they were agricultural tenants in petitioner's land. They did not allege actual cultivation or specify the crop produced thereby. Neither did they mention how much of the produce was delivered to petitioner or submit receipts to prove the purported 25-75 sharing of harvests. They did not state, much less prove, the circumstances of their agreement with petitioner as to the alleged tenancy relationship. Thus, there is no basis to the claim that they are agricultural tenants on the property.

In *VHJ Construction and Development Corporation v. Court of Appeals*,^[17] we held that a tenancy relationship cannot be presumed. There must be evidence to prove the tenancy relations such that all its indispensable elements must be established, to wit: (1) the parties are the landowner and the tenant; (2) the subject is agricultural land; (3) there is consent by the landowner; (4) the purpose is agricultural production; (5) there is personal cultivation; and (6) there is sharing of the harvests. All these requisites are necessary to create tenancy relationship, and the absence of one or more requisites will not make the alleged tenant a *de facto* tenant.

The DARAB's reliance on the ruling in *Tizon v. Cabañon, et al.*^[18] that the landowner's admission of the fact of tenancy relationship is conclusive is misplaced. In *Tizon*, there was actual proof of tenancy relationship as the landowner therein categorically admitted in the petition that respondents were her tenants. She also testified in open court that respondents were "managing" or "in charge" of the lands. Respondents therein proved actual cultivation and there was sharing of harvests.

On the contrary, there is no independent evidence in this case to prove any of the requisites of a tenancy relationship. The DARAB and the appellate court merely relied on petitioner's alleged admission which we have disregarded.

Even assuming that a tenancy relationship exists between petitioner and respondents, we find that the latter has no cause of action against petitioner. It should be noted that the complaint for ejectment was brought against petitioner based on the grower's contract he had executed with TADI.^[19] Respondents alleged that petitioner deprived them of their landholdings by entering into a grower's contract, thereby allowing TADI to plant pineapples in respondents' lands. However, an examination of the contract reveals that it pertains to other lands and not the land being claimed by respondents.

Petitioner's application for VOS covers the land that respondents are claiming as their landholdings and measures 13.9269 hectares, and is covered by OCT No. (P-31540) P-11967.^[20] The tax declaration and sketch plan describe the lot as Cadastral Lot No. 111-B, Pls-555, and bounded on the northeast by Lot Nos. 108 and 105; on the southeast by Lot No. 114; on the southwest by Lot Nos. 112 and 113; and on the northwest by Lot No. 111-A.^[21]

On the other hand, the lands subject of the grower's contract between petitioner and TADI are Lot No. 117, Pls-555^[22] covered by TCT No. T-26810, Lot No. 119-E, Psd-017487^[23] covered by TCT No. T-41460^[24] and Lot No. 119-F, Psd-11-017487^[25] covered by TCT No. T-41461.^[26]

It is clear therefore that the subject matter of the grower's contract did not include the land subject of the VOS. Thus, petitioner could not have caused respondents' ejectment from the subject property by virtue of his transactions with TADI, since he never authorized the latter to plant on the subject land. Respondents' ejectment from the land was not pursuant to the contract petitioner had entered into with TADI who appears to have entered the land without petitioner's consent.

Thus, it was error for the appellate court to affirm DARAB's conclusion that it is "immaterial whether the subject landholding is covered by the alleged grower's contract or not." It is, in every sense, material to the determination of the case because petitioner is sought to be held liable for respondents' ejectment due allegedly to the contract. If the disputed land is not the subject of the contract, as in fact it is not, then respondents cannot claim that petitioner illegally ejected them from the land. Consequently, they have no cause of action against petitioner, since the latter did not commit any act that resulted in their dispossession.

Respondents' cause of action is against TADI as it is the latter who allegedly planted pineapples in the land occupied by respondents, when it is clear that its contract with petitioner covered different lots. The DARAB itself observed that "(i)f indeed the subject land is not covered by the grower's contract ..., the act of defendant-appellee TADI in ejecting the tenants-appellants was beyond authority, hence, illegal." [27] Respondents should have thus brought the action only against TADI who alone caused their expulsion from the land in question.

In this regard, respondents should have filed the instant case before the regular courts and not the DARAB considering that the only act complained of by respondents is TADI's alleged intrusion into the subject land. Thus, respondents' cause of action is actually one for forcible entry. The allegation that they were deprived of their landholdings due to the grower's contract will not automatically make the case an agrarian dispute that would call for the application of tenancy laws and the assumption of jurisdiction by the DARAB. [28]

In order for a dispute to fall under the jurisdiction of the DARAB, the controversy must relate to "tenurial arrangements, whether leasehold, tenancy, stewardship or otherwise, over lands devoted to agriculture, including disputes concerning farmworkers associations or representation of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements." [29] There must be a tenancy relationship between the party litigants for the DARAB to validly take cognizance of a controversy. [30]

In this case, there is no showing that there exists a tenancy relationship between petitioner and respondents. Likewise, respondents have no tenancy relationship with TADI, against whom they principally have a cause of action. The controversy is civil in nature since it involves the issue of material possession, independent of any question pertaining to agricultural tenancy. Hence, the case falls outside the jurisdiction of DARAB; it is cognizable by the regular courts. [31]

Though the parties do not challenge DARAB's jurisdiction, the Court may *motu proprio* consider the issue of jurisdiction. The Court has discretion to determine whether DARAB validly acquired jurisdiction over the case since jurisdiction over the subject matter is conferred only by law. [32] Jurisdiction over the subject matter cannot be acquired through, or waived by, any act or omission of the parties. Neither would the active participation of the parties nor estoppel operate to confer jurisdiction on the DARAB where the latter has none over a cause of action. [33]

WHEREFORE, the instant petition is GRANTED. The DARAB Decision dated December 14, 2000 in DARAB Case No. 5468 and the Court of Appeals' Decision dated August 31, 2004 in CA-G.R. SP No. 71516, as well as its Resolution dated January 6, 2005, are ANNULLED and SET ASIDE. The complaint in DARAB Case No. XI-249-SC-95 is hereby DISMISSED.

SO ORDERED.

Davide, Jr., C.J., Quisumbing, Carpio, and Azcuna, JJ., concur.

[1] Rollo, pp. 84 & 87. The OCT stands in the name of Estanislao A. Panes, from whom petitioner bought the subject land under a Deed of Absolute Sale dated October 29, 1981.

[2] Id. at 78-83. Docketed as DARAB Case No. XI-249-SC-95.

[3] Id. at 91.

[4] Id. at 143-149.

[5] "Winnie" in other parts of the records.

[6] Rollo, pp. 94-98.

[7] Id. at 99-104.

[8] Id. at 114-117.

[9] Id. at 116.

[10] Id. at 130-138.

[11] Id. at 136.

[12] Id. at 138.

[13] Id. at 49-56. Penned by Associate Justice Romeo A. Brawner as concurred in by Associate Justices Mariano C. Del Castillo and Magdangal M. De Leon.

[14] Id. at 58.

[15] Id. at 94.

[16] Id. at 79.

[17] G.R. No. 128534, August 13, 2004, 436 SCRA 392, 398-399.

[18] 125 Phil. 460, 470 (1967).

[19] Rollo, p. 79. Respondents' complaint alleged:

6. That without the consent of the plaintiffs-tenants, defendant D. Suarez entered contract with Tboli Agro-Industrial Development, Inc. (TADI) and let the subject landholdings planted with pineapple which said consummated transaction causes unlawful ejectment of the tenants, hence a grave violations of the tenants' rights; ...

7. That Tboli Agro-Industrial Development, Inc. is likewise liable for illegal ejectment due to immediate facilitation and consummation of the contract with defendant D. Suarez which resulted to the ejectment of herein plaintiffs; ...

[20] Id. at 84.

[21] Id. at 85 and 92.

[22] DARAB Records, p. 44.

[23] Id. at 54.

[24] Id. at 69.

[25] Id. at 55.

[26] Id. at 71.

[27] Rollo, p. 136.

[28] Benavidez v. Court of Appeals, 372 Phil. 615, 621 (1999).

[29] See Sec. 3 (d), Chapter I in relation to Sec. 50, Chapter XII, RA 6657 and Section 1, Rule II, DARAB Rules of Procedure.

[30] Mateo, et al. v. Court of Appeals and Casimiro Development Corporation, G.R. No. 128392, April 29, 2005.

[31] Benavidez v. Court of Appeals, *supra* at 621.

[32] Atuel v. Valdez, G.R. No. 139561, June 10, 2003, 403 SCRA 517, 524-525.

[33] Id. at 528.

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.