

HEIRS OF RAFAEL MAGPILY, PETITIONER, VS. HERMINIGILDO DE JESUS AND THE COURT OF APPEALS, RESPONDENTS.

G.R. No. 167748. November 08, 2005

Ponente: YNARES-SANTIAGO, J.

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YNARES-SANTIAGO, J.:

Assailed in this petition for review is the January 7, 2005 Decision[2] of the Court of Appeals in CA-G.R. SP No. 69601, setting aside the December 10, 2001 Judgment[3] of the Regional Trial Court of Laguna, Branch 91, in Civil Case No. SC-3874, which affirmed with modification the Decision[4] of the Municipal Trial Court of Santa Cruz, Laguna, ordering private respondent Herminigildo de Jesus to vacate the land of the late Rafael Magpily. Likewise questioned is the April 18, 2005 Resolution[5] of the Court of Appeals which denied petitioner's motion for reconsideration.

The complaint[6] for ejectment filed by Rafael Magpily reveals that he was the owner of a 10,000 square meter land planted with fruit bearing trees and tenanted by Nazaria Tope. Sometime in July 1978, upon the request of the latter, Magpily allowed Nazaria's nephew, herein private respondent to construct a house of light materials on a portion of the land and to gratuitously occupy the same. The agreement was embodied in a "Salaysay"[7] duly signed by the parties. Their relationship, however, turned sour when private respondent interfered with the gathering of coconuts and other fruits in the lot. Magpily requested private respondent to vacate the premises but the latter refused, prompting him to file the instant ejectment suit.

In his answer,[8] private respondent contended that he is a bonafide agricultural tenant of Magpily for 15 years. He alleged that his grandparents, succeeded by his aunt, Nazaria, were the former tenants of Magpily. When Nazaria died in 1979, he performed all the duties of a tenant by cultivating the land and sharing in its produce. Private respondent claimed that the instant case should be dismissed for lack of jurisdiction over the subject matter because it involves a tenancy dispute under the exclusive jurisdiction of the Department of Agrarian Reform Adjudication Board (DARAB).

On May 4, 1999, the Municipal Trial Court (MTC) rendered decision in favor of Magpily ordering private respondent to vacate the land and to pay reasonable rental for the use of the premises, attorney's fees and litigation expenses. It held that the evidence presented by private respondent failed to prove a tenancy relationship. The dispositive portion thereof, reads:

WHEREFORE, finding plaintiff[s] cause of action to be sufficiently establish[ed,] being supported by evidence on records, judgment is hereby rendered in favor of the plaintiff and against the defendant, by ordering the defendant and all persons claiming rights under him to vacate the property in question and to remove his house from the aforesaid property, and ordering the defendant to pay the plaintiff the following:

- the sum of P300.00 as reasonable value of the use of the portion of the lot occupied by defendant's house from May 1994 until such time as defendant shall have actually vacated the premises in question;
- the sum of P5,000.00 as attorney's fees and the sum of P1,000.00 as litigation expenses; and,

- to pay the costs of suit.

SO ORDERED.[9]

In the meantime, Magpily died on December 18, 1999.[10]

Private respondent appealed to the Regional Trial Court (RTC) which on December 10, 2001, affirmed the challenged decision but deleted the monetary obligations adjudged against private respondent for lack of basis. The decretal portion thereof, states:

WHEREFORE, finding no cogent reason to disturb the findings of the First Level Court, the assailed decision is hereby affirmed except the award for the use of the land and attorney's fees as well as litigation expenses.

SO ORDERED.[11]

Aggrieved, private respondent filed a petition with the Court of Appeals which reversed the decision of the RTC holding that an implied landlord-agricultural tenant relationship was established between Magpily and private respondent when the former allowed the latter to cultivate, harvest and share in the produce of his land after the death of the former tenant. It thus declared that the case involves an agrarian dispute, hence, the RTC has no jurisdiction over the subject matter.[12]

Petitioner heirs of Magpily filed a motion for reconsideration but was denied. Hence, the instant petition.

The issue to be resolved is whether there existed an agricultural tenancy relationship between Magpily and private respondent that would divest regular courts of jurisdiction over the subject matter.

The Court rules in the negative.

In *Sumawang v. De Guzman*,[13] we held that the jurisdiction of the court over the subject matter is determined by the material allegations of the complaint and the law, irrespective of whether or not the plaintiff is entitled to recover all or some of the claims or reliefs sought therein. Jurisdiction over the nature of the action cannot be made to depend upon the defenses set up in the court or upon a motion to dismiss for, otherwise, the question of jurisdiction would depend almost entirely on the defendant. Once jurisdiction is vested, the same is retained up to the end of the litigation. The MTC does not lose its jurisdiction over an ejectment case by the simple expedient of a party raising as a defense therein the alleged existence of a tenancy relationship between the parties. But it is the duty of the court to receive evidence to determine the allegations of tenancy. If after hearing, tenancy had, in fact been shown to be the real issue, the court should dismiss the case for lack of jurisdiction.

Section 1, Rule II of the 2003 Revised Rules of Procedure of the DARAB, provides:

SECTION 1. Primary and Exclusive Original Jurisdiction. – The Adjudicator shall have primary and exclusive original jurisdiction to determine and adjudicate the following cases:

1.1 The rights and obligations of persons, whether natural or juridical, engaged in the management, cultivation, and use of all agricultural lands covered by Republic Act (RA) No. 6657, otherwise known as the Comprehensive Agrarian Reform Law (CARL), and other related agrarian laws;

....

1.4 Those cases involving the ejectment and dispossession of tenants and/or leaseholders;

....

1.13 Such other agrarian cases, disputes, matters or concerns referred to it by the Secretary of the DAR.
(Emphasis added)

An agrarian dispute is defined under Section 3(d) of Republic Act No. 6657 (CARP Law) as follows:

(d) Agrarian Dispute refers to any controversy relating 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.

It includes any controversy relating to compensation of lands acquired under this Act and other terms and conditions of transfer of ownership from landowners to farmworkers, tenants and other agrarian reform beneficiaries, whether the disputants stand in the proximate relation of farm operator and beneficiary, landowner and tenant, or lessor and lessee.

For DARAB to have jurisdiction over a case, there must exist a tenancy relationship between the parties. 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.[14]

In ruling that there arose an implied agricultural tenancy relationship between private respondent and Magpily, the Court of Appeals erroneously relied on the following evidence,[15] to wit:

- (1) Sworn statement of Gregorio Ambrosio,[16] a tenant of the lot fronting Magpily's land;
- (2) Sworn statement of Nestor C. Marinay,[17] the Barangay Agrarian Reform Committee (BARC) Chairman of Barangay Labuin, Sta. Cruz, Laguna;
- (3) Receipts;[18]
- (4) The July 9, 1989 letter of Magpily to private respondent directing the latter to allow the bearer to cut down trees in the land;[19] and
- (5) Order of the Municipal Agrarian Reform Officer (MARO) fixing the leasehold rental.[20]

Tenants are defined as persons who – in themselves and with the aid available from within their immediate farm households – cultivate the land belonging to or possessed by another, with the latter's consent; for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or money or both under the leasehold tenancy system.[21]

In the present case, the sworn statements of Gregorio Ambrosio and Nestor C. Marinay merely attested to the fact that private respondent became a worker in the coconut plantation of Magpily after the death of the former tenant of the land. Nowhere in the said statements was it mentioned why and how private respondent became an agricultural tenant. Nothing was said about the intent of Magpily to institute private respondent as his tenant nor of the landowner's purpose to embark on agricultural production. Neither did said declarations attest to the existence of a sharing agreement between the parties. Indeed, said statements only tended to prove that private respondent is a worker or an overseer of the land and nothing more. The same is true to Magpily's letter directing private respondent to allow the bearer of the letter to cut down trees in his land. It does not prove that private respondent is an agricultural tenant, but only a caretaker of the land. In *VHJ Construction and Development Corporation v. Court of Appeals*,[22] it was held that the fact alone of working on another's landholding does not raise a presumption of the existence of agricultural tenancy. There must be substantial evidence on record adequate enough to prove the element of sharing.

In the same vein, the receipts presented by private respondent does not prove sharing in the agricultural production. Some receipts show that private respondent sold coconuts to several persons. The others do not reflect if the coconuts sold were that of Magpily's, or if the unlabeled computations reflected therein truly pertain to the sale of the agricultural products of the land owner. Moreover, even assuming that Magpily during his lifetime benefited from the produce of the land, this fact alone is not enough to establish tenancy. In *Rivera v. Santiago*,^[23] we stressed that it is not unusual for a landowner to receive the produce of the land from a caretaker who sows thereon. The fact of receipt, without an agreed system of sharing, does not ipso facto create a tenancy.

Likewise, the order issued by the MARO fixing the lease rental of private respondent does not prove a tenancy status. As noted by the MTC, the order submitted to the court was not authenticated by the DAR. Moreover, the settled rule is that certifications issued by municipal agrarian reform officers are not binding on the courts. In a given locality, the certifications or findings of the secretary of agrarian reform (or of an authorized representative) concerning the presence or the absence of a tenancy relationship between the contending parties are merely preliminary or provisional; hence, such certifications do not bind the judiciary.^[24]

Furthermore, the questioned order appears to have been issued ex parte and without prior investigation as it does not bear the conformity of the landowner and the approval of the PARO as required by Administrative Order No. 4, Series of 1989, or the rules and procedures governing agricultural leasehold and the determination of lease rental for tenanted lands.^[25] Hence, it cannot support a finding of tenancy relationship.

In sum, private respondent failed to discharge the burden of proving that he was an agricultural tenant^[26] of Magpily and that the instant case involves an agrarian dispute cognizable by the DARAB. The MTC thus lawfully took cognizance of the present controversy which involves the gratuitous occupation of another's property which became unlawful by virtue of the owner's withdrawal of consent or tolerance to such occupation.

The rule is that possession by tolerance is lawful, but such possession becomes unlawful when the possessor by tolerance refuses to vacate upon demand made by the owner. A person who occupies the land of another at the latter's tolerance or permission, without any contract between them, is necessarily bound by an implied promise to vacate upon demand, failing which, a summary action for ejectment is the proper remedy.^[27]

Considering that private respondent's occupation of petitioner's land is now unlawful in view of Magpily's demand to vacate the premises, ejectment of private respondent therefrom is warranted.

WHEREFORE, the petition is GRANTED. The January 7, 2005 Decision and the April 18, 2005 Resolution of the Court of Appeals in CA-G.R. SP No. 69601, are REVERSED and SET ASIDE. The December 10, 2001 Decision of the Regional Trial Court of Laguna, Branch 91, in Civil Case No. SC-3874 which ordered private respondent Herminigildo de Jesus to vacate the property is REINSTATED.

No costs.

SO ORDERED.

Quisumbing, (Acting Chairman), Carpio, and Azcuna, JJ., concur.

Davide, Jr., C.J., (Chairman), on official leave.

[1] Also spelled as "Herminio" in some parts of the Rollo.

[2] Rollo, pp. 32-40. Penned by Associate Justice Lucenito N. Tagle and concurred in by Associate Justices Martin S. Villarama, Jr. and Amelita G. Tolentino.

[3] Id. at 77-80. Penned by Judge Florencio S. Arellano.

[4] Dated May 4, 1999. Rollo, pp. 52-56. Penned by Judge Elpidio R. Calis.

[5] Rollo, pp. 42-43.

[6] Id. at 44-48.

[7] Id. at 49. It reads:

Ako, HERMINIO DE JESUS,... ay nagsasaysay sa mga sumusunod;

Na ako at ang aking pamilia ay kasalukuyang nakikitira sa lupa nina Mr. & Mrs Rafael Magpily na nasasakupan ng Bo. Labuin, Sta. Cruz, Laguna;

Na ako ay pinahintulutan ng may-ari ng lupa na magpatayo ng bahay sa usapang pansamantala lamang ang aking pagtirik ng bahay;

Na ako ay kusang aalis ...oras na kailangan nila ang lupa, subalit bagu (sic) dumating ang pangangailangan ay aabisuhan nila ako, anim napung araw bago gamitin ang lupa, para ako ay may-sapat na panahon sa paglilipat ng bahay;

Na itong salaysay kong ito ay pwedeng gamitin laban sa akin kong (sic) ako ay lalabag sa usapang ito.

Sa katunayan ako ay pipirma sa salaysay kong ito na walang tumakot, pumilit o nangako ng anuman sa akin.

....

[8] CA Rollo, pp. 35-38.

[9] Rollo, pp. 55-56.

[10] Id. at 12.

[11] Id. at 80.

[12] The dispositive portion of the decision, states:

WHEREFORE, the instant Petition is GRANTED and the assailed Decision dated December 10, 2001 is hereby REVERSED and SET ASIDE.

SO ORDERED. (Rollo, pp. 39-40)

[13] G.R. No. 150106, September 8, 2004, 437 SCRA 622, 627.

[14] Suarez v. Saul, et al., G.R. No. 166664, October 20, 2005.

[15] Rollo, pp. 37-38.

[16] Id. at 63. Pertinent portion thereof, provides:

Na ako kilala kong personal si Ginoong Herminigildo de Jesus, kasalukuyang manggagawa at tenant ng isang lagay na lupang niogan na tumatayo sa Labuin, Sta. Cruz, Laguna, pagaari ni Rafael Magpily (sic);

Na kilala ko ring personal and nasabing lupa na pagaari ni Ginoong Rafael Magpily sapagkat ako ang tenant ng lupang katapatan nito kung saan ang aking bahay na tinitirahan ay nakatirik;

Na si Herminigildo de Jesus ay matagal ko ng nakikitang gumagawa sa nasabing lupa; siya ay nagsimulang maging manggagawa sa nasabing lupa simula ng mamatay ang kanyang tiyahin na si Nazaria T. Napiza, dating manggagawa o tenant sa nasabing lupang niogan;

Na aking isinasagawa ang salaysay na ito upang patunayan ang katotohanan na si Ginoong Herminigildo de Jesus ay matagal ng maggagawa o tenant sa lupang niogan na pagaari ni Rafael Magpily sapagkat siya ang nakikita ko ritong gumagawa, nagtanim, naglilinis, at nagpapasungkit ng niog nito.

....

[17] Rollo, p. 64. Pertinent portion thereof, states:

....

Na kilala ko si Herminigildo de Jesus na taga Labuin, Santa Cruz, Laguna; na alam ko rin ang katotohanang siya ang manggagawa o tenant sa isang lupang niogan na pagaari ni Rafael Magpily na tumatayo sa Barangay Labuin, Santa Cruz, Laguna sapagkat nakikita ko ang personal na pangangalaga at pagtatrabaho ng nasabing Herminigildo de Jesus sa nasabing lupa; na si Herminigildo de Jesus ay nagsimulang magtrabaho bilang tenant sa nasabing lupa matapos na mamatay ang kanyang tiyahin na si Nazaria T. Napiza na siyang dating tenant nito; na si Herminigildo de Jesus ang nakikita kong naglilinis, nagtatapas, nagtatanim at nagpapasungkit sa mga bunga ng niog na nakatanim sa lupang niogan na pagaari ni Rafael Magpily;

....

[18] Rollo, pp. 70-75.

[19] Id. at 68.

[20] Id. at 65-67.

[21] Bautista v. Mag-isa Vda. De Villena, G.R. No. 152564, September 13, 2004, 438 SCRA 259, 265-266.

[22] G.R. No. 128534, August 13, 2004, 436 SCRA 392, 399.

[23] G.R. No. 146501, August 28, 2003, 410 SCRA 113, 125.

[24] Bautista v. Mag-isa Vda. De Villena, supra at 271.

[25] V. PROCEDURES

....

B. Determination and Fixing of Rental

- Both parties shall be required to submit production data or any document as proof of the average production data or any document as proof of the average normal harvest, including the deductible items enumerated under the succeeding paragraphs, during the three (3) agricultural years immediately preceding the date the leasehold relationship was established, or June 15, 1988.

....

C. Documentation Phase

- The agreement between the parties as to the fixing of the rental should be reduced in writing in the prescribed agricultural leasehold contract (Annex "A") which will be drawn up in five copies in the language or dialect known to the agricultural lessee and signed or thumbmarked by the parties or their duly authorized representatives before two witnesses.

....

D.

....

- ...

The PARO shall approve, disapprove or revise the lease rental recommended by the MARO and shall sign and issue the order of lease rental.

- The PARO shall furnish a copy of the order of lease rental to all parties concerned, including the MARO and the DAR Regional Director. The original copy shall be retained by the PARO for file.

[26] Chico v. CA, 348 Phil. 37, 43 (1998).

[27] Santos v. Ayon, G.R. No. 137013, May 6, 2005.

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