

FRANCISCO LANDICHO, FEDERICO LANDICHO AND BUENAVENTURA LANDICHO, PETITIONERS, VS. FELIX SIA, RESPONDENT.*G.R. No. 169472. January 20, 2009*

Ponente: PUNO, C.J.

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At bar is a Petition for Review on Certiorari of the Decision[1] and Resolution[2] of the Court of Appeals in CA G.R. SP No. 61554, dated February 23, 2005 and July 6, 2005, respectively, reversing the decision of the Department of Agrarian Reform (DAR), Adjudication Board (DARAB), in DARAB Case No. 4599. The DARAB decision affirmed with modification the Decision of the Provincial Adjudicator of Region IV, Quezon, in PARAD Case No. IV-QUI-0343-94 dated October 24, 1995, awarding the petitioners disturbance compensation, a home lot consisting of 200 square meters, and damages. The appellate court found that the complaint against the respondent is dismissible for lack of cause of action on the ground of prescription.

The instant case involves three parcels of agricultural land located in Barangay Mateona, Tayabas, Quezon, covered by Transfer Certificate of Title (TCT) No. 135953 - Lot No. 9297,[3] TCT No. 135952 - Lot No. 9856,[4] and TCT No. 135929 - Lot No. 9895,[5] with an aggregate area of approximately 27,287 square meters. The subject parcels of land were originally owned by Loreanne Z. Aragon, Alberto Z. Aragon, Jr., and Alberto Z. Aragon III (Aragons).[6] The agricultural land was tenanted by the late Arcadio Landicho from 1949 until his death in 1972[7] after which his tenancy rights were succeeded by his son, petitioner Francisco Landicho.[8] The other petitioners, Buenaventura Landicho, Francisco Landicho's son, and Federico Landicho, Francisco's brother, helped him cultivate the land.[9]

On January 31, 1976, Francisco Landicho voluntarily surrendered his tenancy rights over the three parcels of land to Eloisa Zolota, married to Alberto Aragon, through a notarized "Kasulatan sa Pagsasauli ng Gawaing Palayan" (1976 Kasulatan),[10] for a consideration of PhP1,000.00. The 1976 Kasulatan provides, viz.:

KASULATAN SA PAGSASAULI NG GAWAING PALAYAN

HAYAG SA SINUMANG MAKABABASA:

Ako, Francisco,[sic] Landicho, may sapat na gulang, may asawa, filipino, at sa ngayon ay naninirahan sa nayon ng Mationa, bayan ng Tayabas, lalawigan ng Quezon, sa bisa ng Kasulatang ito'y

NAGSASAYSAY:

Na ako ang tunay at rehistradong mangagawa ng tatlong (3) parcelang palayan na may kasamang niogan, na natatayo sa nayon ng Mationa, bayan ng Tayabas, lalawigan ng Quezon, na ang mga sukat, at hangganan nito ay lalong makikilala at matutonton sa mga palatandaang sumusunod: (emphasis supplied)

TRANSFER CERTIFICATE OF TITLE No. T-135953

"A parcel of land (Lot 9297 of the Cad. Survey of Tayabas), with the improvements thereon, situated in the

Barrio of Mationa, Municipality of Tayabas, Quezon. x x x containing an area of Four Thousand Three Hundred Eighty Three (4,383) square meters more or less, x x x."

TRANSFER CERTIFICATE OF TITLE No. T-135952

"A parcel of land (Lot 9856 of the Cad. Survey of Tayabas) with the improvements thereon, situated in the Barrio of Mationa, Municipality of Tayabas. x x x containing an area of Nineteen Thousand Thirty Two (19,032) square meters, more or less, x x x."

TRANSFER CERTIFICATE OF TITLE No. T-135929

"A parcel of land (Lot 9895 of the Cadastral Survey of Tayabas), with the improvements thereon, situated in the Barrio of Mationa, Municipality of Tayabas, x x x containing an area of Three Thousand Eight Hundred Seventy Two (3,872) square meters, more or less, x x x."

Na sapagkat ako ay mayroon pang ilang palayang ginagawa at alang-alang din sa halagang ISANG LIBONG PISO (P1,000.00), salaping umiiral na ibinayad at tinanggap ko naman ng buong kasiyahan buhat kay Eloisa Zolota, may sapat na gulang, Filipino [sic] kasal kay Alberto Aragon at sa ngayon ay naninirahan din dito sa bayan ng Tayabas, lalawigan ng Quezon, ay aking kusang loob na ISASAULI AT IBABALIK sa may-ari nito ang tatlong (3) parcelang palayan na binabanggit sa itaas nito x x x. (emphasis supplied)

SA KATUNAYAN NG LAHAT, ay nilalagdaan ko ito ngayong ika-31 ng Enero, taong 1976, dito sa bayan ng Tayabas, lalawigan ng Quezon.

DIGPI NG KANANG HINLALAKI

FRANCISCO LANDICHO

Manggagawa

x x x x

Notwithstanding the execution of the 1976 Kasulatan, the petitioners continued cultivating the subject landholdings[11] until 1987 when another notarized "Kasulatan ng Pagsasauli ng Gawaing Palayan" (1987 Kasulatan)[12] was executed on July 2, 1987 by Francisco Landicho through which he surrendered his tenancy rights to the Aragons for a consideration of PhP3,000.00.[13] The 1987 Kasulatan provides, viz.:

KASULATAN NG PAGSASAULI NG GAWAIN

TANTUIN ANG SINUMANG MAKAKABASA NITO:

Ako, FRANCISCO LANDICHO, asawa ni Lucia Reyes, may sapat na gulang, filipino,[sic] at naninirahan sa bayan ng Tayabas, lalawigan ng Quezon, dito ay nagsasalaysay ng mga sumusunod: (emphasis supplied)

Na ako ang siyang gumagawa at nagaalaga ng tatlong palagay na lupa na mayroong pagkakaayos gaya ng sumusunod: (emphasis supplied)

TRANSFER CERTIFICATE OF TITLE NO. T-135953

A parcel of land (Lot 9897 of the Cad. Survey of Tayabas), with the improvements thereon, situated in the Barrio of Mationa, Municipality of Tayabas, Quezon. x x x containing an area of Four Thousand Eight Hundred Three [sic] (4,383) square meters

A parcel of land (Lot 9856) of the Cadastral Survey of Tayabas), with the improvements thereon, situated in the Barrio of Mationa, Municipality of Tayabas. x x x containing an area of Nineteen Thousand Thirty Two (19,032) square meters, more or less

A parcel of land (Lot 9895 of the Cad. Survey of Tayabas), with the improvements thereon, situated in the

Barrio of Mationa, Municipality of Tayabas x x x containing an area of Three Thousand Eight Hundred Seventy Two (3,872) square meters, more or less

Naitong [sic] naulit na lupa ay pagaari nila Loreanne Z. Aragon, Alberto Aragon, Jr., Alberto Aragon III, gayondin sapagkat ako ay matanda na at gayondin hindi ko na kayang gumawa sa naulit na lupa, kaya itong naulit na lupa ay aking ISINASAULI at IBINABALIK sa naulit na mayaring nasasabi sa taas nito; (emphasis supplied)

Na simula ngayon ay mayroong karapatan na sila na kumuha o humanap ng ibang gagawa sa naulit na lupa at hindi na akong makikialam dito, at gayondin mayroong laya silang ipagbili ang naulit na lupa, at hindi ako makikialam dito; na ito ay binasa sa akin at naunawaan ko naman ang nilalaman nito;(emphasis supplied)

SA KATUNAYAN ng lahat, [sic] ng ito ako'y lumagda sa kasulatang ito ngayong ika 2 ng Hulyo, /[sic]1987 dito sa Tayabas, Quezon.

Diin ng Kgg. Hin'ki
FRANCISCO LANDICHO

Manggagawa

x x x x

On the same day as the execution of the 1987 Kasulatan, the three parcels of land were sold to respondent Felix L. Sia by the spouses Alberto P. Aragon and Eloisa Zolota Aragon by virtue of a general power of attorney executed in their favor by their children, the Aragons. A "Deed of Absolute Sale"[14] was executed, whereby the three parcels of land mentioned above were sold, transferred and conveyed by way of an absolute sale for and in consideration of PhP50,000.00.

Upon the sale of the subject land to respondent Felix Sia, he converted the same to a residential subdivision without a DAR Clearance and ejected the petitioners from the subject land.[15] Aggrieved, the petitioners first sought the assistance of Barangay Agrarian Reform Committee (BARC) Chairman Rosalio Cabuyao,[16] who in turn brought the matter to the Provincial Agrarian Reform Office (PARO) of Quezon.

Petitioners Federico Landicho and Buenaventura Landicho then filed a protest before the DAR PARO, Legal Division of Lucena City[17] alleging that they are the tenants of the parcels of land owned by respondent Felix Sia and claimed that they are entitled to a disturbance compensation. During the mediation conference held at the DAR Provincial Agrarian Reform Office on July 22, 1992, it was admitted by Francisco Landicho that he voluntarily surrendered his tenancy rights over the subject parcels of land in consideration of PhP3,000.00.[18] Thus, in the Report and Recommendation[19] of DAR Provincial Legal Officer III, Ernesto M. Arro, Jr., dated October 1, 1992, it was found that the petitioners had no claim for tenancy rights over the subject parcels of land. It was held by the DAR Provincial Legal Officer that Francisco Landicho is the legal and bona fide tenant of the parcels of land but he cannot be awarded disturbance compensation because he voluntarily surrendered his tenancy rights over the said properties twice, through the 1976 and the 1987 Kasulatan. In the case of Buenaventura and Federico Landicho, it was found that they are merely farm helpers of Francisco Landicho and are not entitled to disturbance compensation.

Dissatisfied with the ruling of the DAR PARO of Lucena City, petitioners Buenaventura and Federico Landicho filed another Protest before the DAR Legal Division, Region IV, Pasig, Metro Manila. On February 15, 1993, a Memorandum[20] was issued by Legal Officer II, Dandumum D. Sultan, Jr., which also dismissed the protest of the petitioners. It was likewise found that Federico and Buenaventura are not tenants of the land in question but are merely farm helpers of the legitimate tenant, Francisco Landicho, who surrendered his tenancy rights to the

former owner, the Aragons. During an interview with Buenaventura Landicho conducted by Legal Officer II Dandumum Sultan, Jr. it was affirmed by Buenaventura that it was only Francisco Landicho, his father, who was allowed and permitted to work on the subject land and that both he and Federico had not secured the permission of the landowner to farm the land.[21]

In response to the complaint of BARC Chairman Rosalio Cabuyao, DAR Region IV Director Percival C. Dalugdug wrote a letter, dated April 25, 1994, stating that the results of an investigation conducted by their representatives revealed that Buenaventura Landicho and Federico Landicho are not tenants of the subject land and are thus not entitled to disturbance compensation. It was also stated in the letter that it is only Francisco Landicho who is the legitimate tenant of the land owned by the Aragons. However, he surrendered his tenancy rights by virtue of the 1976 and 1987 Kasulatan.[22] The letter[23] states:

Ika-25 ng Abril 1994

G. Rosalio J. Cabuyao
BARC Chairman
Brgy. Mationa, Tayabas, Quezon

Mahal na G. Cabuyao,

Kami po ay lumihang sa inyo upang ipaabot sa inyo ang pinakahuling ulat mula sa aming PARO sa Quezon I [sic] hinggil sa inyong iniharap na reklamo na ayon po sa inyo ay hindi binibigyang pansin ni Atty. Rolando Roldan.

x x x x

Hinggil naman sa pagbibigay ng disturbance compensation kina G. Buenaventura at Federico Landicho, ikinalulungkot po naming ipaalam sa inyo na wala tayong sapat na batayan upang magawa ito. Ayon sa pagsisiyasat na isinagawa ng aming kawani, ang magkapatid na Buenaventura at Federico ay hindi kasama o walang ugnayang kasama (tenancy relationship) sa may-ari ng lupa sapagkat ang kanilang ama ang siyang may karapatan at lehitimong kasama. Ayon din sa ulat, sa pamamagitan ng kasulatan sa pagsasauli ng gawaing palayan ay isinuko na ni G. Francisco Landicho ang kanyang mga karapatan bilang kasama at magsasaka sa lupang pinaguusapan. x x x.

Maraming salamat po sa inyong pagsulat at sana ay nabigyang linaw namin ang inyong hinaing.

Sumasainyo,

(Sgd.)

Percival C. Dalugdug
Direktor Pangrehiyon

On June 10, 1994, petitioners Francisco Landicho, Federico Landicho and Buenaventura Landicho filed a Complaint[24] against Alberto Aragon, Jr., Alberto Aragon III and Felix Sia before the DARAB for fixing and payment of disturbance compensation and awarding of home lot. The petitioners allege that they are tenants of the subject land since January 31, 1976 and that they were unlawfully ejected from the subject land by virtue of the 1976 and 1987 Kasulatan which they allege to be invalid, since they were executed by Francisco through the insidious words, undue influence and strategy employed by the Aragons, in connivance with respondent Sia.

In their Answer[25] dated July 7, 1994, the Aragons recognized only Francisco as their former tenant until he surrendered his tenancy rights through the 1976 Kasulatan and finally surrendered the land upon the execution of the 1987 Kasulatan. They assert that there was no undue advantage exerted over petitioner Francisco Landicho since the 1976 and the 1987 Kasulatan were written in Tagalog, a language understood by Francisco.[26] They

raised the defense that the petitioners have no cause of action on the grounds of prescription, laches, and estoppel, that the claim is barred by prior judgment, and that the claim has been abandoned or otherwise extinguished.[27] On the other hand, respondent Felix Sia, in his Answer with Counterclaim[28] dated July 11, 1994, alleged that when he bought the subject parcels of land, they were free from tenants since Francisco had already relinquished his tenancy rights therein through the execution of public documents.

After the filing of the parties' respective position papers, the DAR Provincial Adjudicator of Region IV rendered a decision in PARAD Case No. IV-QUI-0343-94,[29] dated October 24, 1995, in favor of the petitioners. Provincial Adjudicator Oscar C. Dimacali ruled that against their will, the petitioners were dispossessed of the land that they have been cultivating. He also ruled that it is not necessary to decide on the issue of whether Federico and Buenaventura are merely farm helpers of Francisco, nor is it essential to determine whether the 1976 and 1987 Kasulatan are valid. The dispositive portion[30] of the decision reads:

WHEREFORE, premises considered, the following are hereby ordered:

- defendant Felix Sia to pay each of the plaintiffs a disturbance compensation equivalent to five (5) years based from the average normal harvest to be determined by the MARO concerned who is hereby required to make a report to this Office within one (1) month from receipt hereof;
- defendant Felix Sia to provide each plaintiff a homelot [sic] of 200 square meters in the subject landholdings; and,
- defendants to pay the plaintiffs jointly and severally the sum of P10,000.00 as moral damages and P5,000.00 as exemplary damages.

No pronouncement [sic] as to cost.

SO ORDERED.

The Aragon and respondent Sia appealed the foregoing decision to the DARAB,[31] which issued a decision[32] on September 18, 2000 that affirmed in part the decision of the Provincial Adjudicator, and deleted the award of disturbance compensation on the basis of the finding that the petitioners are still bona fide tenants in their respective landholdings. The DARAB did not give credit to the report and recommendation of Legal Officer III Ernesto M. Arro and Legal Officer II Dandum D. Sultan, Jr. that Francisco Landicho voluntarily surrendered his tenancy rights.[33] The DARAB found that a tenancy relationship exists between the petitioners and the Aragon and that when Felix Sia became the owner of the subject land, he assumed to exercise the rights and obligations that pertain to the previous owners. The dispositive portion[34] of the DARAB decision provides:

WHEREFORE, premises considered, the appealed decision dated October 24, 1995, is hereby affirmed with MODIFICATION in so far as the disturbance compensation which is not obtaining in the case at bar considering that plaintiffs-appellees are still bona fide tenants in their respective landholdings.

Furthermore, the DAR-BALA of Quezon Province in coordination with the Office of the DAR Secretary, is hereby directed to file criminal charges for illegal conversion against defendants-appellants, if circumstances may still warrant.

No Pronouncement as to Costs.

SO ORDERED.

Felix Sia then filed a Petition for Review[35] under Rule 43 with the Court of Appeals, which rendered a decision[36] on February 23, 2005 that set aside the decision of the DARAB and dismissed the complaint. The Court of Appeals found that the essential requisites are not present to establish a tenancy relationship between

petitioners Buenaventura and Federico Landicho and the Aragons, and that the tenant-landlord relationship between Francisco Landicho and the Aragons also ended upon the surrender of his tenancy rights through the 1976 and 1987 Kasulatan; consequently, no tenancy relationship also exists between the petitioners and respondent Felix Sia. The Court of Appeals also ruled that even assuming that the petitioners have a cause of action, the same had already prescribed since the complaint was only filed seven years from the time the cause of action accrued.[37]

On March 22, 2005, the petitioners filed a Motion for Reconsideration[38] of the Court of Appeals decision. The Court of Appeals issued a Resolution[39] on July 6, 2005, denying the motion for reconsideration.

Hence, this Petition for Review on Certiorari[40] of the Decision and Resolution of the Court of Appeals with the following assignment of errors:[41]

The Honorable Court of Appeals erred:

- When it gave due course to the petition and consequently granted the same; and
- When it disregarded the finding of facts [sic] of the DARAB that petitioners are bonafide [sic] tenants of the land purchased by herein respondent and therefore entitled to security of tenure.

The parties filed their respective Memoranda[42] which both raised the following issues:[43] (1) whether or not the petitioners are bona fide tenants of the land purchased by the respondent; and (2) whether or not the cause of action of the petitioners already prescribed at the time of the filing of the complaint.

We deny the petition.

The case before us involves the determination of whether the petitioners are tenants of the land purchased by the respondent, which is essentially a question of fact. As a general rule, questions of fact are not proper in a petition under Rule 45.[44] But, since the findings of facts of the DARAB and the Court of Appeals contradict each other, it is crucial to go through the evidence and documents on record as a matter of exception to the rule.[45]

In determining the existence of a tenancy relationship between the petitioners and the respondent, it is necessary to make a distinction between petitioner Francisco Landicho and petitioners Buenaventura and Federico Landicho.

With respect to Francisco, both the petitioners and the respondent agree that he was recognized by the Aragons as a bona fide tenant of the subject land when he continued the cultivation of the land after the death of his father Arcadio in 1972.[46] The dispute between the parties arose when the petitioners were ejected from the land on the basis of the 1976 and the 1987 Kasulatan, the validity of which is questioned by the petitioners. The petitioners assert that the Aragons, the predecessors-in-interest of the respondent, through insidious words and machinations, took advantage of Francisco Landicho's illiteracy and old age in order to make him sign the 1976 and 1987 Kasulatan.[47] The Aragons and respondent Felix Sia deny that they took advantage of petitioner Francisco Landicho and the respondent also denies employing any fraudulent scheme[48] since both the 1976 and the 1987 Kasulatan were written in Tagalog, a language understood by Francisco Landicho.[49] They further argue that these are public documents, the validity of which cannot be collaterally attacked.[50] They aver that the 1976 and 1987 Kasulatan were voluntarily executed by Francisco Landicho and that he willingly surrendered his tenancy rights, which thus validly extinguished the tenancy relationship.[51]

With respect to Buenaventura and Federico Landicho, it is asserted by the petitioners that they have been cultivating the three lots, which were divided among them for cultivation in this wise:

TCT No. 135953 with Lot No. 9895- tenanted by Francisco Landicho

TCT No. 135952 with Lot No. 9896- tenanted by Federico Landicho
TCT No. 135929 with Lot No. 9897- tenanted by Buenaventura Landicho.[52]

They claim that there was an implied tenancy relationship because the Aragons have personal knowledge of the fact that the petitioners were the ones who cultivated the land[53] and they were in continuous possession of the land until sometime in 1987 when they were unlawfully ejected by virtue of the invalid 1987 Kasulatan.[54]

The DARAB did not give credit to the report and recommendation of the DAR Provincial Legal Officer and DAR Provincial Adjudicator of Region IV that Francisco Landicho voluntarily surrendered his tenancy rights through the 1987 Kasulatan and that Federico and Buenaventura Landicho were merely farm helpers. The DARAB found that a landlord-tenant relationship exists between the petitioners and the respondent and ruled in this wise:

However, We find it hard to believe that plaintiffs-appellees who have been tilling the land in question for so long a time, would suddenly lose interest in it for good time [sic] when they know that full ownership over the same would soon be in their hands. Besides, plaintiffs-appellees Francisco Landicho et., [sic] al., would not even thought [sic] of filing a complaint if they have already abandoned or surrendered the subject landholdings in favor of herein defendants-appellants. Anyone in his right mind for that matter, would not waste time[,] effort and money especially if he is poor to prosecute an unworthy action. [55]

The Court of Appeals reversed the decision of the DARAB and agreed with the ruling of the DAR PARO and the Region IV DAR Legal Division that only petitioner Francisco Landicho was the tenant of all of the three lots covered by TCT No. 135953, TCT No. 135952 and TCT No. 135929 and that he voluntarily surrendered his tenancy rights upon the execution of the 1987 Kasulatan. The Court of Appeals also agreed with the PARO and the Region IV DAR that Federico and Buenaventura Landicho were merely farm helpers of Francisco, ruling that they were considered as part of the bona fide tenant's immediate farm household and for this reason, the Aragons cannot be faulted for not questioning their possession and cultivation of the subject landholdings.[56]

We agree with the Court of Appeals and give credence to the findings of the DAR PARO and Region IV DAR.

A tenant is defined under Section 5(a) of Republic Act No. 1199, otherwise known as the Agricultural Tenancy Act of the Philippines, as:

x x x a person who, himself and with the aid available from within his immediate farm household, cultivates 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 in money or both, under the leasehold tenancy system.[57]

A tenancy relationship arises between a landholder and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of a land belonging to the landholder, as a result of which relationship the tenant acquires the right to continue working on and cultivating the land.[58]

The existence of a tenancy relationship cannot be presumed and claims that one is a tenant do not automatically give rise to security of tenure.[59] For a tenancy relationship to exist, all of the following essential requisites must be present: (1) the parties are the landowner and the tenant; (2) the subject matter is agricultural land; (3) there is consent between the parties; (4) the purpose is agricultural production; (5) there is personal cultivation by the tenant; and, (6) there is sharing of the harvests between the parties.[60]

Not all of these requisites obtain in the case at bar.

The essential element of consent is absent because the landowners never recognized petitioners Federico and Buenaventura Landicho as legitimate tenants of the subject land. And, although Federico and Buenaventura claim that they are tenants of "Lot No. 9896 and Lot No. 9897,"[61] respectively, simply because they continuously

cultivated and openly occupied the subject land; there was no evidence presented to establish the presence of the essential requisites of a tenancy relationship other than the self-serving statements of the petitioners. Furthermore, both the 1976 and the 1987 Kasulatan only mentioned Francisco as the tenant of the subject parcels of land, and there was no mention of petitioners Federico and Buenaventura.

The petitioners cannot rely on their self-serving statements to prove the existence of a tenancy relationship because independent and concrete evidence, aside from self-serving statements, is needed to prove personal cultivation, sharing of harvests, or consent of the landowner.[62] A tiller or a farmworker does not automatically become an agricultural tenant recognized under agrarian laws by mere occupation or cultivation of an agricultural land.[63]

The DARAB did not cite any evidence to show the existence of the requisites of a tenancy relationship and merely based the conclusion that the petitioners are tenants of the Aragon on the weak reasoning that filing a complaint is inconsistent with the voluntary surrender of the landholdings and that it is unlikely that petitioners would suddenly lose interest in the subject land when they know that ownership would soon be transferred to them.[64] The DARAB's inferences are without basis and are purely speculative, and except for its sweeping conclusion, there is no other independent and concrete evidence in the record of the case that would sustain the finding that Federico and Buenaventura are tenants of the Aragon.

It was not shown that Federico and Buenaventura cultivated the land with the consent of the landowners. The Court of Appeals correctly held that only Francisco was the bona fide tenant of the land in question and that Federico and Buenaventura were just farm helpers of Francisco, as part of his immediate farm household.[65] This is supported by the evidence on record where, in the Memorandum of DAR Region IV Legal Officer II Dandumum Sultan, Jr., it is stated that during an interview conducted with Buenaventura Landicho, he disclosed that it was only Francisco Landicho, his father, who was allowed and permitted to work on the subject land and that both he and Federico had not secured the permission of the landowner to farm the land.[66]

There was also no evidence presented to show that Federico and Buenaventura gave a share of their harvest to the Aragon. Independent evidence, such as receipts, must be presented to show that there was a sharing of the harvest between the landowner and the tenant.[67] And, assuming the landowners received a share of the harvest, it was held in the case of *Cornelio de Jesus, et al. v. Moldex Realty, Inc.*[68] that "[t]he fact of receipt, without an agreed system of sharing, does not ipso facto create a tenancy." [69]

There is no tenancy relationship between the Aragon and petitioners Federico and Buenaventura without the essential elements of consent and sharing of agricultural produce.[70]

Neither can we give any weight to the petitioners' contention that there was an implied tenancy by reason alone of their continuous cultivation of the land. Acquiescence by the landowner of their cultivation of the land does not create an implied tenancy if the landowners have never considered petitioners Federico and Buenaventura as tenants of the land and if the essential requisites of a tenancy relationship are lacking. There was no intention to institute the petitioners as agricultural tenants. In the case of *Epitacio Sialana v. Mary Y. Avila, et al.*[71] it was held that "x x x for an implied tenancy to come about, the actuations of the parties taken in their entirety must be demonstrative of an intent to continue a prior lease established by the landholder x x x." [72]

With respect to petitioner Francisco Landicho, the Court of Appeals also correctly held that although Francisco was the legal tenant of the subject land, he voluntarily surrendered his tenancy rights when he knowingly and freely executed the 1987 Kasulatan.[73] This conclusion finds basis in the investigation conducted by the PARO, where during the mediation conference, petitioner Francisco Landicho admitted that he voluntarily surrendered his tenancy rights over the subject parcels of land in consideration of Php3,000.00.[74] The tenancy relationship

was validly extinguished through the execution of the 1987 Kasulatan and upon the voluntary surrender of the landholdings pursuant to Section 8 of Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, to wit:

SECTION 8. Extinguishment of Agricultural Leasehold Relation. -- The agricultural leasehold relation established under this Code shall be extinguished by:

- (1) Abandonment of the landholding without the knowledge of the agricultural lessor;
- (2) Voluntary surrender of the landholding by the agricultural lessee, written notice of which shall be served three months in advance; or
- (3) Absence of the persons under Section nine to succeed to the lessee, in the event of death or permanent incapacity of the lessee.[75]

The petitioners also failed to support their claim that the Aragon took advantage of Francisco's old age and illiteracy and employed fraudulent schemes in order to deceive him into signing the Kasulatan. It has been held that "[a] person is not incapacitated to contract merely because of advanced years or by reason of physical infirmities. It is only when such age or infirmities impair the mental faculties to such extent as to prevent one from properly, intelligently, and fairly protecting her property rights, is she considered incapacitated." [76]

The petitioners' contention that the Aragon employed fraud, aside from being unsubstantiated, is also contrary to the records of the case. Both the 1976 and the 1987 Kasulatan were also written in Tagalog, which is the language understood by Francisco Landicho. They were written in an uncomplicated manner and clearly stated that he is returning the land that he has been cultivating to the landowners because he is already old and could no longer work on the land.[77] The 1987 Kasulatan also states that the contents of the document were read to him and that he understands the same.

It is also important to note that both the 1976 and 1987 Kasulatan are duly notarized and are considered as public documents evidencing the surrender of Francisco's tenancy rights over the subject landholdings. They were executed with all the legal formalities of a public document and thus the legal presumption of the regularity and validity of the Kasulatan are retained in the absence of full, clear and convincing evidence to overcome such presumption.[78] Strong evidence is required to prove a defect of a public instrument,[79] and since such strong and convincing evidence was not presented in the instant case, the 1976 and the 1987 Kasulatan are presumed valid.

Coming now to the second issue of prescription, the petitioners argue that they did not sleep on their rights because although the Complaint with the DARAB was filed on June 10, 1994, they already filed a protest before the DAR Legal Division of Lucena prior to their Complaint before the DARAB.[80]

This contention cannot be sustained.

An action to enforce rights as an agricultural tenant is barred by prescription if not filed within three (3) years.[81] Section 38 of Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, specifically provides that:

SECTION 38. Statute of Limitations. -- An action to enforce any cause of action under this Code shall be barred if not commenced within three years after such cause of action accrued.[82]

The records of the case show that the protest before the DAR Legal Division of Lucena was filed sometime in 1992 when the case was set for a mediation conference.[83] Even assuming that they have a cause of action, this arose in 1987 when they were ejected from the landholdings they were cultivating which means that it took them

about five (5) years to file a protest before the DAR Legal Division of Lucena, and it took them seven (7) years to file a Complaint before the DARAB. Clearly, their cause of action has already prescribed.

Accordingly, the petitioners' complaint against the respondent is dismissible on the ground of prescription and for lack of cause of action.

IN VIEW WHEREOF, the Decision and Resolution of the Court of Appeals under review are hereby **AFFIRMED** without pronouncement as to costs.

SO ORDERED.

Carpio, Corona, Azcuna and Leonardo-De Castro, JJ., concur.

[1] Rollo, pp. 73-80.

[2] Id. at pp. 81-83.

[3] There appears to be a discrepancy in the Records of the Department of Agrarian Reform Adjudication Board, pp. 7-8. According to the 1976 Kasulatan sa Pagsasauli ng Gawaing Palayan, TCT No. 135953 contains Lot No. 9297, but the 1987 Kasulatan ng Pagsasauli ng Gawain provides that TCT No. 135953 contains Lot No. 9897.

[4] According to the 1976 Kasulatan sa Pagsasauli ng Gawaing Palayan, TCT No. 135952 contains Lot No. 9856, but the 1987 Kasulatan ng Pagsasauli ng Gawain provides that TCT No. 135953 contains Lot No. 9856.

[5] According to the 1976 Kasulatan sa Pagsasauli ng Gawaing Palayan, TCT No. 135929 contains Lot No. 9895, but the 1987 Kasulatan ng Pagsasauli ng Gawain provides that TCT No. 135953 contains Lot No. 9895.

[6] Rollo, p. 73; Records of the Department of Agrarian Reform Adjudication Board, p. 33.

[7] Records of the Department of Agrarian Reform Adjudication Board, pp. 1 and 60.

[8] Id. at p. 33.

[9] Rollo, p. 8; Records of the Department of Agrarian Reform Adjudication Board, p. 34.

[10] Records of the Department of Agrarian Reform Adjudication Board, p. 7.

[11] Id. at p. 2.

[12] Id. at p. 8.

[13] Id. at p. 34. The consideration of PhP3,000.00 was not stated in the 1987 Kasulatan but was admitted by Francisco Landicho during a mediation conference held at the Provincial Agrarian Reform Office on July 22, 1992.

[14] Id.

[15] Records of the Department of Agrarian Reform Adjudication Board, p. 2; rollo, p. 8.

[16] Records of the Department of Agrarian Reform Adjudication Board, p. 3.

[17] Records of the Department of Agrarian Reform Adjudication Board, p. 33; rollo, p. 8.

[18] Records of the Department of Agrarian Reform Adjudication Board, p. 34; rollo, p. 8.

[19] Records of the Department of Agrarian Reform Adjudication Board, p. 33.

[20] Id. at p. 36.

[21] Id.

[22] Id. at p. 38.

[23] Id.

[24] Id. at pp. 1- 4.

[25] Id. at pp. 13-15.

[26] Id. at p. 13.

[27] Id. at p. 14.

[28] Id. at pp. 16-18.

[29] Rollo, pp. 87-90.

[30] Id. at p. 90.

[31] DARAB Case No. 4599.

[32] Rollo, pp. 91-98.

[33] Id. at p. 95.

[34] Id. at p. 97.

[35] Id. at pp. 102-113.

[36] Id. at pp. 73-80.

[37] Id. at p. 79.

[38] Id. at pp. 15-17.

[39] Id. at pp. 81-83.

[40] Id. at pp. 58-72.

[41] Id. at p. 65.

[42] Id. at pp. 174-197 and 199-209.

[43] Id. at pp. 182 and 203A.

[44] RULES OF COURT, Rule 45, Sec. 1.

[45] *Esquivel v. Reyes*, 457 Phil. 509, 516-517 (2003); *De Jesus v. Moldex Realty, Inc.*, G.R. No. 153595, November 23, 2007, 538 SCRA 316, 320.

[46] Records of the Department of Agrarian Reform Adjudication Board, pp. 1 and 13.

[47] Id. at pp. 2, 49 and 56.

[48] Rollo, p. 189.

[49] Records of the Department of Agrarian Reform Adjudication Board, p. 13.

[50] Id. at p. 17.

[51] Records of the Department of Agrarian Reform Adjudication Board, p. 29; rollo, p. 181.

[52] Records of the Department of Agrarian Reform Adjudication Board, p. 2. The 1976 Kasulatan, which is found in the Records of the Department of Agrarian Reform Adjudication Board, pp. 7-8, designated the lots as TCT No. 135953 - Lot No. 9297, TCT No. 135952 - Lot No. 9856, and TCT No. 135929 - Lot No. 9895. The 1987 Kasulatan, on the other hand, provides that TCT No. 135953 contains Lot No. 9897, Lot No. 9856, and Lot No. 9895.

[53] Rollo, p. 203A.

[54] Records of the Department of Agrarian Reform Adjudication Board, p. 44.

[55] Rollo, p. 95.

[56] Id. at p. 78.

[57] Republic Act No. 1199 (1954), Sec. 5(a).

[58] Republic Act No. 1199 (1954), Sec. 6.

[59] *Cornelio de Jesus, et al. v. Moldex Realty, Inc.*, G.R. No. 153595, November 23, 2007, 538 SCRA 316, 321.

[60] *Verde v. Macapagal*, G.R. No. 151342, June 23, 2005, 461 SCRA 97, 106; *Vda. de Victoria v. Court of Appeals*, G.R. No. 147550, January 26, 2005, 449 SCRA 319, 335.

[61] The 1976 and 1987 Kasulatan, which are found in the Records of the Department of Agrarian Reform Adjudication Board, pp. 7-8 designated the lots as Lot No. 9856 and Lot No. 9895.

[62] *Heirs of Jugalbot v. Court of Appeals*, G.R. No. 170346, March 12, 2007, 518 SCRA 202, 214-215, citing *Berenguer, Jr. v. Court of Appeals*, G.R. No. L-60287, August 17, 1988, 164 SCRA 431, 438-439.

[63] *Danan v. Court of Appeals*, G.R. No. 132759, October 25, 2005, 474 SCRA 113, 126.

[64] Rollo, p. 95.

[65] Id. at p. 78.

[66] Records of the Department of Agrarian Reform Adjudication Board, p. 36.

[67] *Heirs of Jugalbot v. Court of Appeals*, G.R. No. 170346, March 12, 2007, 518 SCRA 202, 213.

[68] G.R. No. 153595, November 23, 2007, 538 SCRA 316.

[69] Id. at p. 323.

[70] *Supra*, note 67.

[71] G.R. No. 143598, July 20, 2006, 495 SCRA 501.

[72] Id. at p. 509.

[73] Rollo, p. 78.

[74] Records of the Department of Agrarian Reform Adjudication Board, p. 34; rollo, p. 8.

[75] Republic Act No. 3844 (1963), Sec. 8.

[76] Mario J. Mendezona v. Julio H. Ozamiz, et al., 426 Phil. 888, 906 (2002).

[77] Records of the Department of Agrarian Reform Adjudication Board, p. 8.

[78] Hermenegildo Agdeppa v. Emiliano Ibe, G.R. No. 96770, March 30, 1993, 220 SCRA 584, 594, citing Favor v. Court of Appeals, G.R. No. 80821, February 21, 1991, 194 SCRA 308, 313.

[79] Supra, note 74.

[80] Rollo, p. 206.

[81] Republic Act No. 3844 (1963), Sec. 38.

[82] Id.

[83] Records of the Department of Agrarian Reform Adjudication Board; p. 34; rollo, p. 8.

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