

APOLONIO GARCIA, IN SUBSTITUTION OF HIS DECEASED MOTHER, MODESTA GARCIA, AND CRISTINA SALAMAT, PETITIONERS, VS. DOMINGA ROBLES VDA. DE CAPARAS, RESPONDENT.

G.R. No. 180843. April 17, 2013

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

Under the Dead Man’s Statute Rule, “[i]f one party to the alleged transaction is precluded from testifying by death, insanity, or other mental disabilities, the other party is not entitled to the undue advantage of giving his own uncontradicted and unexplained account of the transaction.”[1] Thus, the alleged admission of the deceased Pedro Caparas (Pedro) that he entered into a sharing of leasehold rights with the petitioners cannot be used as evidence against the herein respondent as the latter would be unable to contradict or disprove the same.

This Petition for Review on Certiorari[2] seeks to reverse and set aside the August 31, 2007 Decision[3] of the Court of Appeals (CA) in CA-G.R. SP No. 90403,[4] as well as its December 13, 2007 Resolution[5] denying petitioners’ Motion for Reconsideration.

Factual Antecedents

Flora Makapugay (Makapugay) is the owner of a 2.5-hectare farm in Barangay Lugam, Malolos, Bulacan (the land) covered by Transfer Certificate of Title No. (TCT) RT-65932 (T-25198)[6] and being tilled by Eugenio Caparas (Eugenio) as agricultural lessee under a leasehold agreement. Makapugay passed away and was succeeded by her nephews and niece, namely Amanda dela Paz-Perlas (Amanda), Justo dela Paz (Justo) and Augusto dela Paz (Augusto). On the other hand, Eugenio’s children – Modesta Garcia (Garcia), Cristina Salamat (Salamat) and Pedro – succeeded him.

Before she passed away, Makapugay appointed Amanda as her attorney-in-fact. After Eugenio died, or in 1974, Amanda and Pedro entered into an agreement entitled “Kasunduan sa Buwisan”,[7] followed by an April 19, 1979 Agricultural Leasehold Contract,[8] covering the land. In said agreements, Pedro was installed and recognized as the lone agricultural lessee and cultivator of the land.

Pedro passed away in 1984, and his wife, herein respondent Dominga Robles Vda. de Caparas (Dominga), took over as agricultural lessee.

On July 10, 1996, the landowners Amanda, Justo and Augusto, on the one hand, and Pedro’s sisters Garcia and Salamat on the other, entered into a “Kasunduan sa Buwisan ng Lupa”[9] whereby Garcia and Salamat were acknowledged as Pedro’s co-lessees.

On October 24, 1996, herein petitioners Garcia and Salamat filed a Complaint[10] for nullification of leasehold and restoration of rights as agricultural lessees against Pedro’s heirs, represented by his surviving spouse and herein respondent Dominga. Before the office of the Provincial Agrarian Reform Adjudicator (PARAD) of Bulacan, the case was docketed as Department of Agrarian Reform Adjudication Board (DARAB) Case No.

R-03-02-3520-96.

In their Complaint, Garcia and Salamat claimed that when their father Eugenio died, they entered into an agreement with their brother Pedro that they would alternately farm the land on a “per-season basis”; that the landowner Makapugay knew of this agreement; that when Makapugay passed away, Pedro reneged on their agreement and cultivated the land all by himself, deliberately excluding them and misrepresenting to Amanda that he is Eugenio’s sole heir; that as a result, Amanda was deceived into installing him as sole agricultural lessee in their 1979 Agricultural Leasehold Contract; that when Amanda learned of Pedro’s misrepresentations, she executed on July 10, 1996 an Affidavit^[11] stating among others that Pedro assured her that he would not deprive Garcia and Salamat of their “cultivatory rights”; that in order to correct matters, Amanda, Justo and Augusto executed in their favor the 1996 “Kasunduan sa Buwisan ng Lupa”, recognizing them as Pedro’s co-lessees; that when Pedro passed away, Dominga took over the land and, despite demands, continued to deprive them of their rights as co-lessees; that efforts to settle their controversy proved futile, prompting the Barangay Agrarian Reform Committee to issue the proper certification authorizing the filing of a case; and that they suffered damages as a consequence. Petitioners prayed that the 1979 Agricultural Leasehold Contract between Pedro and Amanda be nullified; that they be recognized as co-lessees and allowed to cultivate the land on an alternate basis as originally agreed; and that they be awarded P50,000.00 attorney’s fees and costs of litigation.

In her Answer,^[12] herein respondent Dominga claimed that when her father-in-law Eugenio died, only her husband Pedro succeeded and cultivated the land, and that petitioners never assisted him in farming the land; that Pedro is the sole agricultural lessee of the land; that Amanda’s July 10, 1996 Affidavit and “Kasunduan sa Buwisan ng Lupa” of even date between her and the petitioners are self-serving and violate the existing 1979 Agricultural Leasehold Contract; that under Section 38^[13] of Republic Act No. 3844^[14] (RA 3844), petitioners’ cause of action has prescribed. Dominga further claimed that Pedro has been in possession of the land even while Eugenio lived; that petitioners have never cultivated nor possessed the land even for a single cropping; that Pedro has been the one paying the lease rentals as evidenced by receipts; that when Pedro died in 1984, she succeeded in his rights as lessee by operation of law, and that she had been remitting lease rentals to the landowners since 1985; and that petitioners had no right to institute themselves as her co-lessees. She prayed that the Complaint be dismissed; that the July 10, 1996 “Kasunduan sa Buwisan ng Lupa” be nullified; that the execution of a new leasehold agreement between her and the landowners be ordered; and by way of counterclaim, that moral damages^[15] and litigation costs be awarded her.

Ruling of the PARAD

After hearing and consideration of the parties’ respective position papers and other submissions, the PARAD issued on May 4, 1998 a Decision,^[16] which decreed as follows:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the defendant and against the plaintiffs and Order is hereby issued:

- ORDERING the dismissal of the case;
- DECLARING defendant Dominga Robles Vda. de Caparas as lawful successor-tenant;
- ORDERING plaintiffs to maintain defendant in her peaceful possession and cultivation of the subject landholding;
- ORDERING the MARO of Malolos, Bulacan to execute a new leasehold contract between the landowner and defendant Dominga Robles Vda. de Caparas;
- No pronouncement as to costs.

SO ORDERED.[17]

The PARAD held that Amanda's act of executing the July 10, 1996 Affidavit and "Kasunduan sa Buwisan ng Lupa" amounted to dispossession of Pedro's landholding and rights without cause; that Amanda's 1996 disclaimer, after having installed Pedro as tenant in 1979, was belated and unjustified; that petitioners have not shown by evidence that they actually cultivated the land, or that they paid rentals to the landowners; that petitioners' cause of action has prescribed in accordance with Section 38 of RA 3844; that for failure to timely question Pedro's leasehold, his rights were transferred, by operation of law, to Dominga upon his death. Finally, the PARAD held that petitioners' July 10, 1996 "Kasunduan sa Buwisan ng Lupa" is null and void for being issued against Pedro's existing 1979 Agricultural Leasehold Contract, which has not been cancelled by competent authority.

DARAB Case No. 03-03-10307-99

It appears that sometime after the execution of the July 10, 1996 "Kasunduan sa Buwisan ng Lupa" and during the pendency of DARAB Case No. R-03-02-3520-96, petitioners entered the land and began tilling the same. For this reason, Dominga filed DARAB Case No. 03-03-10307-99, for maintenance of peaceful possession with injunctive relief, against the landowners and petitioners. On petitioners' motion, the case was dismissed.[18]

Ruling of the DARAB

Petitioners appealed the May 4, 1998 PARAD Decision in DARAB Case No. R-03-02-3520-96 to the DARAB, where the case was docketed as DARAB Case No. 9722[19] (DCN 9722). Dominga likewise appealed the dismissal of DARAB Case No. 03-03-10307-99, which appeal was docketed as DARAB Case No. 11155 (DCN 11155). On motion, both appeals were consolidated.

On June 15, 2005, the DARAB issued its Decision,[20] the dispositive portion of which reads, as follows:

WHEREFORE, premises considered, a new judgment is hereby rendered:

- DECLARING Dominga Robles Vda. de Caparas as the lawful successor-tenant of Pedro Caparas over the subject landholding;
- ORDERING the plaintiffs in DCN 9722 and the respondents in DCN 11155 or any person acting in their behalves [sic], to maintain Dominga Robles Vda. de Caparas in peaceful possession and cultivation of the subject landholding;
- ORDERING the MARO of Malolos, Bulacan, to execute a new leasehold contract between the landowner and Dominga Robles Vda. de Caparas; and
- ORDERING for the dismissal of DCN 11155 for being moot and academic.

SO ORDERED.[21]

In upholding the PARAD Decision, the DARAB held that contrary to petitioners' claim, there was no alternate farming agreement between the parties, and thus petitioners may not claim that they were co-lessees; that Pedro merely shared his harvest with petitioners as an act of generosity, and Dominga's act of stopping this practice after succeeding Pedro prompted petitioners to file DARAB Case No. R-03-02-3520-96 and claim the status of co-lessees; that Amanda's Affidavit and the 1996 "Kasunduan sa Buwisan ng Lupa" between the landowners and petitioners cannot defeat Pedro's 1979 Agricultural Leasehold Contract and his rights as the sole tenant over the land; that for sleeping on their rights, petitioners are now barred by laches from claiming that they are co-lessees; and that petitioners' 1996 "Kasunduan sa Buwisan ng Lupa" is null and void for being contrary to law, morals, public policy, and Pedro's 1979 Agricultural Leasehold Contract, which was subsisting and which has not been

cancelled by competent authority.

Ruling of the Court of Appeals

Petitioners filed before the CA a Petition for Certiorari, which was docketed as CA-G.R. SP No. 90403, seeking to set aside the DARAB Decision. The sole basis of their Petition rests on the argument that as a result of a May 9, 2005 Order issued by the Regional Technical Director (Region III) of the Department of Environment and Natural Resources, the survey returns and plans covering TCT RT-65932 have been cancelled, which thus rendered the June 15, 2005 DARAB Decision null and void and a proper subject of certiorari.

On August 31, 2007, the CA issued the assailed Decision which decreed as follows:

IN LIGHT OF ALL THE FOREGOING, the instant petition is DENIED. The assailed decision is AFFIRMED in toto.

SO ORDERED.[22]

The CA held that the issue raised by petitioners – the cancellation of the survey returns and plans covering TCT RT-65932 – was not part of their causes of action in the PARAD or DARAB, and this new issue changed the theory of their case against Dominga, which is not allowed. The CA added that it could not decide the case on the basis of a question which was not placed in issue during the proceedings below.

The CA held further that even granting that the issues are resolved on the merits, the petition would fail; the cancellation of the survey returns and plans covering TCT RT-65932 reverts the property to its original classification as agricultural land which thus vindicates the leasehold agreements of the parties. And speaking of leasehold agreements, the CA held that petitioners may not be considered as Pedro's co-lessees, for lack of proof that they actually tilled the land and with petitioners' own admission in their pleadings that they merely received a share from Pedro's harvests; that the original 1974 and 1979 leasehold agreements between Makapugay, Amanda and Pedro categorically show that Pedro is the sole designated agricultural lessee; and that without proper legal termination of Pedro's lease in accordance with RA 3844, the landowners cannot designate other tenants to the same land in violation of the existing lessee's rights.

Petitioners moved for reconsideration, arguing that the land has been re-classified as residential land, and has been actually used as such. Petitioners cited a 1997 ordinance, Malolos Municipal Resolution No. 41-97,[23] which adopted and approved the zoning ordinance and the Malolos Development Plan prepared jointly by the Housing and Land Use Regulatory Board and the Malolos Sangguniang Bayan. In the assailed December 13, 2007 Resolution,[24] the CA denied the Motion for Reconsideration.

Issues

In this petition, the following errors are assigned:

1. x x x RESPONDENT'S ACT OF HAVING BUILT THREE (3) HOUSES (FOR HERSELF AND TWO OF HER CHILDREN), WAS "CONVERSION OF THE FARMHOLD INTO A HOUSING-RESIDENTIAL SUBDIVISION" AND THEREFORE, SHE IS NOT BEING PUT IN SURPRISE NOR IN UNFAIR SITUATION. CONSEQUENTLY, SHE IS THE PARTY IN ESTOPPEL.

AND FROM THE TIME BY HER ACTS OF SELF-CONVERSION OF THE LAND, IN THE EARLY '90S OR EARLIER, SHE "LOST HER SECURITY OF TENURE" AS AGRICULTURAL LESSEE.

2. THE DECISIONS OF THE DARAB PROVINCIAL ADJUDICATOR, DARAB CENTRAL OFFICE, AND THE HONORABLE COURT OF APPEALS, SPEAK OF NO HOMELOT HAVING BEEN AWARDED BY THE DEPARTMENT OF AGRARIAN REFORM TO PRIVATE RESPONDENT.

3. ACTUAL PHYSICAL CHANGE IN THE USE OF THE LAND FROM AGRICULTURAL TO “RESIDENTIAL” MAY OCCUR AFTER TRIAL, BUT DURING THE APPEAL, WHICH THE HON. COURT OF APPEALS MAY CONSIDER.

4. “CONVERSION” (WHICH REQUIRES PRIOR APPROVAL BY THE DAR) HAVING BECOME A “FAIT ACCOMPLI”, SECTION 220 OF THE REAL ESTATE TAX CODE AND ARTICLE 217 OF THE LOCAL GOVERNMENT CODE OF 1991 AFFIRM THE TRUSTWORTHINESS OF THE TAX DECLARATION THAT IS, THE PREVIOUS FARMHOLD HAS BEEN CONVERTED INTO “RESIDENTIAL” LAND, AND CONFIRMED BY THE CITY ZONING DIRECTOR.

5. IN NOT HAVING CONSIDERED THE TAX DECLARATION AND THE ZONING CERTIFICATION x x x, THE HON. COURT OF APPEALS COMMITTED A VERY FUNDAMENTAL ERROR.[25]

Petitioners’ Arguments

In their Petition and Reply,[26] petitioners this time argue that in building houses upon the land for herself and her children without a homelot award from the Department of Agrarian Reform, Dominga converted the same to residential use; and by this act of conversion, Dominga violated her own security of tenure and the land was removed from coverage of the land reform laws. They add that the Malolos zoning ordinance and the tax declaration covering the land effectively converted the property into residential land.

Petitioners justify their change of theory, the addition of new issues, and the raising of factual issues, stating that the resolution of these issues are necessary in order to arrive at a just decision and resolution of the case in its totality. They add that the new issues were raised as a necessary consequence of supervening events which took place after the Decisions of the PARAD and DARAB were issued.

Respondent’s Arguments

In her Comment,[27] Dominga argues that the Petition raises questions of fact which are not the proper subject of a Petition under Rule 45 of the Rules. She adds that petitioners raised anew issues which further changed the theory of their case, and which issues may not be raised for the first time at this stage of the proceedings.

Our Ruling

The Petition is denied.

DARAB Case No. R-03-02-3520-96, which was filed in 1996 or long after Pedro’s death in 1984, has no leg to stand on other than Amanda’s declaration in her July 10, 1996 Affidavit that Pedro falsely represented to Makapugay and to her that he is the actual cultivator of the land, and that when she confronted him about this and the alleged alternate farming scheme between him and petitioners, Pedro allegedly told her that “he and his two sisters had an understanding about it and he did not have the intention of depriving them of their cultivatory rights.”[28] Petitioners have no other evidence, other than such verbal declaration, which proves the existence of such arrangement. No written memorandum of such agreement exists, nor have they shown that they actually cultivated the land even if only for one cropping. No receipt evidencing payment to the landowners of the latter’s share, or any other documentary evidence, has been put forward.

What the PARAD, DARAB and CA failed to consider and realize is that Amanda’s declaration in her Affidavit covering Pedro’s alleged admission and recognition of the alternate farming scheme is inadmissible for being a violation of the Dead Man’s Statute,[29] which provides that “[i]f one party to the alleged transaction is precluded from testifying by death, insanity, or other mental disabilities, the other party is not entitled to the undue advantage of giving his own uncontradicted and unexplained account of the transaction.”[30] Thus, since Pedro is deceased, and Amanda’s declaration which pertains to the leasehold agreement affects the 1996

“Kasunduan sa Buwisan ng Lupa” which she as assignor entered into with petitioners, and which is now the subject matter of the present case and claim against Pedro’s surviving spouse and lawful successor-in-interest Dominga, such declaration cannot be admitted and used against the latter, who is placed in an unfair situation by reason of her being unable to contradict or disprove such declaration as a result of her husband-declarant Pedro’s prior death.

If petitioners earnestly believed that they had a right, under their supposed mutual agreement with Pedro, to cultivate the land under an alternate farming scheme, then they should have confronted Pedro or sought an audience with Amanda to discuss the possibility of their institution as co-lessees of the land; and they should have done so soon after the passing away of their father Eugenio. However, it was only in 1996, or 17 years after Pedro was installed as tenant in 1979 and long after his death in 1984, that they came forward to question Pedro’s succession to the leasehold. As correctly held by the PARAD, petitioners slept on their rights, and are thus precluded from questioning Pedro’s 1979 agricultural leasehold contract.

Amanda, on the other hand, cannot claim that Pedro deceived her into believing that he is the sole successor to the leasehold. Part of her duties as the landowner’s representative or administrator was to know the personal circumstances of the lessee Eugenio; more especially so, when Eugenio died. She was duty-bound to make an inquiry as to who survived Eugenio, in order that the landowner – or she as representative – could choose from among them who would succeed to the leasehold. Under Section 9 of RA 3844, Makapugay, or Amanda – as Makapugay’s duly appointed representative or administrator – was required to make a choice, within one month from Eugenio’s death, who would succeed as agricultural lessee. Thus:

Section 9. Agricultural Leasehold Relation Not Extinguished by Death or Incapacity of the Parties - In case of death or permanent incapacity of the agricultural lessee to work his landholding, the leasehold shall continue between the agricultural lessor and the person who can cultivate the landholding personally, chosen by the agricultural lessor within one month from such death or permanent incapacity, from among the following: (a) the surviving spouse; (b) the eldest direct descendant by consanguinity; or (c) the next eldest descendant or descendants in the order of their age: Provided, That in case the death or permanent incapacity of the agricultural lessee occurs during the agricultural year, such choice shall be exercised at the end of that agricultural year: Provided, further, That in the event the agricultural lessor fails to exercise his choice within the periods herein provided, the priority shall be in accordance with the order herein established.

In case of death or permanent incapacity of the agricultural lessor, the leasehold shall bind his legal heirs.
(Emphasis supplied)

Amanda may not claim ignorance of the above provision, as ignorance of the law excuses no one from compliance therewith.[31] Thus, when she executed the 1979 Agricultural Leasehold Contract with Pedro, she is deemed to have chosen the latter as Eugenio’s successor, and is presumed to have diligently performed her duties, as Makapugay’s representative, in conducting an inquiry prior to making the choice.

The same holds true for petitioners. They should be held to a faithful compliance with Section 9. If it is true that they entered into a unique arrangement with Pedro to alternately till the land, they were thus obliged to inform Makapugay or Amanda of their arrangement, so that in the process of choosing Eugenio’s successor, they would not be left out. But evidently, they did not; they slept on their rights, and true enough, they were excluded, if there was any such alternate farming agreement between them. And after Pedro was chosen and installed as Eugenio’s successor, they allowed 17 years to pass before coming out to reveal this claimed alternate farming agreement and insist on the same.

With the above pronouncements, there is no other logical conclusion than that the 1996 “Kasunduan sa Buwisan ng Lupa” between Amanda and petitioners, which is grounded on Pedro’s inadmissible verbal admission, and

which agreement was entered into without obtaining Dominga's consent, constitutes an undue infringement of Dominga's rights as Pedro's successor-in-interest under Section 9, and operates to deprive her of such rights and dispossess her of the leasehold against her will. Under Section 7[32] of RA 3844, Dominga is entitled to security of tenure; and under Section 16,[33] any modification of the lease agreement must be done with the consent of both parties and without prejudicing Dominga's security of tenure.

This Court shall not delve into the issue of re-classification or conversion of the land. Re-classification/conversion changes nothing as between the landowners and Dominga in regard to their agreement, rights and obligations. On the contrary, re-classification/conversion can only have deleterious effects upon petitioners' cause. Not being agricultural lessees of the land, petitioners may not benefit at all, for under the law, only the duly designated lessee – herein respondent – is entitled to disturbance compensation in case of re-classification/conversion of the landholding into residential, commercial, industrial or some other urban purposes.[34] Besides, a valid re-classification of the land not only erases petitioners' supposed leasehold rights; it renders them illegal occupants and sowers in bad faith thereof, since from the position they have taken as alleged lessees, they are not the owners of the land.

WHEREFORE, the Petition is DENIED. The assailed August 31, 2007 Decision and December 13, 2007 Resolution of the Court of Appeals are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Perlas-Bernabe, JJ., concur.

[1] Tan v. Court of Appeals, G.R. No. 125861, September 9, 1998, 295 SCRA 247, 258.

[2] Rollo, pp. 9-25.

[3] Id. at 99-115; penned by Associate Justice Marlene Gonzales-Sison and concurred in by Associate Justices Juan Q. Enriquez, Jr. and Vicente S. E. Veloso.

[4] Entitled "Modesto Garcia and Cristina Salamat, petitioners, versus The Department of Agrarian Reform Adjudication Board and Dominga Robles Vda. de Caparas, respondents."

[5] Rollo, pp. 164-165.

[6] Or TCT RT-65932.

[7] Rollo, p. 67.

[8] Id. at 32-33.

[9] Id. at 35-36, 125-126.

[10] Id. at 27-31.

[11] Id. at 34.

[12] Id. at 38-43.

[13] 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.

[14] The Code of Agrarian Reforms of the Philippines, as amended.

[15] Without specifying the amount.

[16] Rollo, pp. 44-50; penned by Provincial Adjudicator Gregorio D. Sapera.

[17] *Id.* at 49-50. Emphases in the original.

[18] *Id.* at 56-59; Order dated March 27, 2001 penned by Regional Adjudicator Fe Arche Manalang.

[19] Alternately referred to as “DCN 9772” by the DARAB.

[20] Rollo, pp. 60-74; penned by Assistant Secretary Edgar A. Igano and concurred in by Assistant Secretaries Lorenzo R. Reyes, Augusto P. Quijano and Delfin B. Samson.

[21] *Id.* at 72-73. Emphases in the original.

[22] *Id.* at 114-115. Emphases in the original.

[23] *Id.* at 127-129.

[24] *Id.* at 164-165.

[25] *Id.* at 16-17. Capitalization supplied.

[26] *Id.* at 177-188.

[27] *Id.* at 172-175.

[28] *Id.* at 34.

[29] RULES OF COURT, Rule 130, Section 23 provides that:

SEC. 23. Disqualification by reason of death or insanity of adverse party. – Parties or assignors of parties to a case, or persons in whose behalf a case is prosecuted, against an executor or administrator or other representative of a deceased person, or against a person of unsound mind, upon a claim or demand against the estate of such deceased person or against such person of unsound mind, cannot testify as to any matter of fact occurring before the death of such deceased person or before such person became of unsound mind. (Emphasis supplied)

[30] *Tan v. Court of Appeals*, *supra* note 1.

[31] CIVIL CODE OF THE PHILIPPINES, Article 3.

[32] Sec. 7. Tenure of Agricultural Leasehold Relation. – The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.

[33] Sec. 16. Nature and Continuity of Conditions of Leasehold Contract. – In the absence of any agreement as to the period, the terms and conditions of a leasehold contract shall continue until modified by the parties: Provided, That in no case shall any modification of its terms and conditions prejudice the right of the agricultural lessee to the security of his tenure on the landholding: Provided, further, That in case of a contract with a period an agricultural lessor may not, upon the expiration of the period increase the rental except in accordance with the provisions of Section thirty-four.

[34] REPUBLIC ACT No. 3844, Section 36(1).

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