

ROMEO M. LANDICHO, Petitioner, vs. WILLIAM C. LIMQUECO, Respondent.*G.R. No. 194554. December 07, 2016*

Ponente: MENDOZA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-194554/>**MENDOZA, J.:**

These are consolidated petitions[1] for review on certiorari under Rule 45 of the Rules of Court seeking to review the June 28, 2010 Decision[2] and November 23, 2010 Resolution[3] of the Court of Appeals (CA) in CA-G.R. SP No. 75482, which reversed and set aside the January 15, 2003 Decision[4] of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case Nos. 10392, 10392-A, 10392-A-1, 10392-A-2 and 10392-A-3.

The January 15, 2003 DARAB Decision affirmed the March 5, 2001 Decision[5] of the Provincial Agrarian Reform Adjudicator in Region IV, Lucena City (PARAD) in DARAB Case Nos. R-0408-004-00, R-0408-015-00, R-0408-016-00, R-0408-017-00, R-0408-018-00, R-0408-019-00, R-0408-020-00, and R-0408-021-00.

The DARAB and PARAD earlier ordered respondent William C. Limqueco (respondent) to immediately surrender to the petitioners[6] their respective owner's copies of the Certificate of Land Ownership Award (CLOA) Nos. 00125976, 00125977, 00125978, 00125979, 00125980, 00122648, 00122649, 00122650, 00122659 or, in case of failure, ordering the Registry of Deeds (RD) of Quezon Province to cancel the aforementioned CLOAs and for the Department of Agrarian Reform (DAR) Provincial Office to issue new owner's duplicate CLOAs to petitioners.

The Antecedents

Sometime in the year 2000, petitioners Felipe Peñalosa, represented by Joel Peñalosa and Edgar Peñalosa, Darwin P. Landicho, Juris P. Landicho, and Ivy P. Landicho each filed petitions before the PARAD against respondent and Yang Chin Hai (Hai), his Taiwanese investor-partner. Petitioner Romeo Landicho (Romeo Landicho) was impleaded via third-party complaint in the said cases. The petitions sought the nullification of the contracts of sale in favor of respondent and the return to the petitioners of their respective owner's duplicate copies of the CLOAs issued by the DAR back in 1992 or, in the alternative, the cancellation of the CLOAs and the issuance of the RD of new certificates in petitioners' names.

The CLOAs and Transfer Certificates of Title (TCTs) covered five (5) parcels of land located in Mabang Parang, Lucban, Quezon, which originally formed part of a bigger landholding with an area of 177,763 square meters, previously covered by Original Certificate of Title (OCT) No. P-29365 or Free Patent No. 593794 and registered in the name of spouses Romeo and Evangeline Landicho (Spouses Landicho). By virtue of a Voluntary Land Transfer, the land covered by OCT No. P-29365 was placed under the coverage of the Comprehensive Agrarian Reform Program (CARP) in 1992. As a consequence, Spouses Landicho were able to retain five (5) hectares of said landholding, while the remaining portion was subdivided among the petitioners, to wit:

BENEFICIARY**CLOA NO.****TCT NO.**

AREA(sq. m.)

LOCATION

Juris P. Landicho

00125976

T-4006

29,345

Mahabang

Parang

Darwin P. Landicho

00125977

T-4007

21,393

Mahabang

Parang

Ivy P. Landicho

00125978

T-4008

27,592

Mahabang

Parang

Felipe L. Peñalosa

00125979

T-4009

24,717

Mahabang

Parang

Edgar L. Peñalosa

001259801

T-4010

24,716

Mahabang

Parang

TOTAL LAND AREA =

127,763

Petitioner Felipe Peñalosa averred that respondent was able to obtain physical possession of his CLOA as well as his TCT to the property and that he came to know that respondent and Romeo Landicho entered into a contract of sale of his property and as a result thereof, respondent was able to take hold of the copy of the TCT to his land.

Petitioners Edgar Peñalosa, Darwin P. Landicho, Juris P. Landicho, and Ivy P. Landicho, on the other hand, contended that sometime in June 1994, they were asked by respondent and Romeo Landicho to sign certain documents which turned out to be contracts of sale and lease involving their properties covered by the CLOAs; that by reason of such sale, the owner's duplicate copies of their TCTs were delivered to respondent; and that in affixing their signatures, they did not receive any consideration and the legal implications of the said contracts were not explained to them.

Petitioners Darwin Landicho, Juris Landicho and Ivy Landicho further stated that they had entrusted their owner's duplicate copies of their TCTs and the CLOAs to their father, Romeo Landicho. In June 1994, however, they came to know that respondent and their father entered into a contract of sale and/or lease involving their properties and by virtue thereof, the TCTs were given to respondent.

Hence, the petitioners claimed that the transfers of lands covered by their individual CLOAs by Romeo Landicho to respondent were made in violation of Republic Act (R.A.) No. 6657 or the Comprehensive Agrarian Reform Law of 1988 (CARL), which prohibited the sale, transfer or conveyance of land for a period of ten (10) years;^[7] and that their consent to such transactions was vitiated by fraud, undue influence and mistake. For said reason, they filed the cases before the PARAD to recover their lands.

Respondent opposed the petitions. He asserted that he was a purchaser in good faith and for value and that the PARAD had no jurisdiction over the subject petitions because no agrarian dispute was involved.

In its March 5, 2001 Decision,^[8] the PARAD ruled in favor of the petitioners. On the procedural aspect, it held that it had jurisdiction as the cases involved an agrarian dispute or the "rights and obligations of persons, whether natural or juridical, engaged in the management, cultivation and use of all agricultural lands covered by the CARP and other agrarian laws." It further declared that respondent was already estopped from questioning the jurisdiction over the subject matter because his motion to dismiss was filed seven (7) months after he had submitted his answer. On the merits, the PARAD ordered respondent to surrender the subject CLOAs and TCTs over the properties. The dispositive portion of the PARAD decision reads:

WHEREFORE, judgment is hereby rendered in favor of the petitioners as follows:

A ORDERING respondent, Atty. William Limquenco to immediately surrender and deliver to petitioners their

respective owner's copies of CLOA No. 00125976 (T-4006); CLOA No. 00125977 (T-4007); CLOA No. 00125978 (T-4008); CLOA No. 00125979 (T-4009); CLOA No. 00125980 (T-4010); CLOA No. 00122648 (T-3747); CLOA No. 00122649 (T-3749); CLOA No. 00122650 (T-3748) and CLOA No. 00122659 (T-3785), within five (5) days from receipt of this decision;

B. In the event respondent Limquenco refuses or fails to surrender subject CLOAs/titles to petitioner within the aforesaid 5-day period, ORDERING, the Register of Deeds of Quezon Province to cancel the subject owner's copies of said CLOAs/titles as lost and therefore, null and void and without legal effect, and further ORDERING the DAR Provincial Office, Talipan, Pagbilao, Quezon, in coordination with the Register of Deeds of Quezon Province to cause immediate issuance of new owner's duplicate CLOAs/titles to petitioners which new CLOAs/titles shall immediately be released to the latter, and be accorded full faith, value and credit.

C. ORDERING respondent William L. Limquenco and Yang Chin Hai to pay jointly and severally each of the petitioners in the eight (8) petitions herein the amount of P20,000.00 as for compensatory damages, P50,000.00 as for exemplary damages and P50,000.00 as for attorney's fees.

D. Ordering defendant Atty. Romeo Landicho to pay petitioners Felipe Peñalosa and Edgar Peñalosa the amount of P20,000.00 each as for compensatory damages, P50,000.00 as for exemplary damages and P50,000.00 each as for attorney's fees.

E. DISMISSING the counter-claims of respondents in the herein petitions, and

F. DISMISSING the third-party complaints/cross-claims and the counter-claim in DARAB CASE NOS. R-0408-00 and DARAB CASE NO. R-0408-015-00.

SO ORDERED.[9]

Aggrieved, respondent and Hai appealed before the DARAB. In its January 15, 2003 Decision,[10] the DARAB affirmed in toto the decision of the PARAD, disposing as follows:

WHEREFORE, premises considered, the decision of the Adjudicator a quo dated March 5, 2001 is hereby AFFIRMED and the appeal is hereby DISMISSED for lack of merit.

SO ORDERED.[11]

Undaunted, respondent and Hai appealed[12] to the CA via a petition for review under Rule 43 of the Rules of Court. They averred that the DARAB gravely erred in ruling that it had jurisdiction over the cases despite the absence of an agrarian issue. This appeal was, however, dismissed due to the failure of Hai to sign the certification of non-forum shopping. Respondent moved for reconsideration and prayed for the admittance of his amended petition with him as the sole petitioner. In a resolution, dated May 26, 2013, the CA granted the same.[13]

Ruling of the CA

In its June 28, 2010 Decision,[14] the CA ruled that the DAR Secretary, and not the PARAD/DARAB, had jurisdiction to hear the subject petitions in the absence of an agrarian dispute. Thus, the petition was granted by the CA, to wit:

ACCORDINGLY, the petition is GRANTED. The Decision dated January 15, 2003 of the Department of Agrarian Reform Adjudication Board (DRAB) in DARAB Case Nos. 10392, 10392-A, 10392-A-1, 10392-A-2 and 10392-A-3 and the Decision dated March 5, 2001 of the Department of Agrarian Reform Provincial Adjudication Board (PARAD) in Region IV, Lucena City, in DARAB Case Nos, R-048-004-00, R-048-015-00, R-0408-016-00 R-0408-017-00, R-0408-018-00, R-0408-019-00, R-0408-020-00, and

R-0408-021-00, are SET ASIDE. DARAB Case Nos. 10392, 10392-A, 10392-A-1, 10392-A-2 and 10392-A-3 as well as DARAB Case Nos. R-048-004-00, R-048-015-00, R-0408-016-00, R-0408-017-00, R-0408-018-00, R-0408-019-00, R-0408-020-00, and R-0408-021-00 are DISMISSED. This is without prejudice to the re-filing of the petitions in these aforementioned cases following DAR Administrative Order No. 6, Series of 2000, within (30) days from the finality of this Decision.

SO ORDERED.[15]

The petitioners separately moved for reconsideration. Nevertheless, in a Resolution,[16] dated November 23, 2010, the motions for reconsideration were denied.

Hence, these petitions.

ISSUES

- The Court of Appeals seriously erred in admitting Atty. Limqueco's amended petition for review despite dismissal of the original petition for review on the ground of Atty. Limqueco's violation of the rule against forum shopping disregarding the settled rule that a violation of the rule against forum shopping is not curable by mere amendment under para. 2, Section 5, Rule 7 of the 1997 Rules of Civil Procedure in relation to Supreme Court Adm. Circular No. 04-94.
- The Court of Appeals seriously erred in not holding that respondent's remedy of appeal by petition for review under Rule 43 is procedurally improper because the correct remedy is a special civil action for certiorari under Rule 65 in view of respondent's assertion that the DARAB/PARAD lacked jurisdiction over the cases decided a quo.
- The Court of Appeals erred in setting aside the herein DARAB Decision, which affirmed in toto the PARAD Decision, disregarding that, by settled jurisprudence, the DARAB has exclusive jurisdiction, to the exclusion of the DAR Secretary, to try and decide any agrarian dispute or "any incident involving the implementation of the Comprehensive Agrarian Reform Program (CARP)" such as the herein petitions a quo which seek the principal relief of getting back the owners' copies of petitioners certificates of land ownership award (CLOAs) in the illegal possession of respondent Limqueco.
- The Court of Appeals erred in invoking the case of *Heirs of the Late Herman Rey Santos et.al. v. Court of Appeals* (327 SCRA 293) because, unlike in said Santos Case which involves conflicting ownership claims over a parcel of land sold at auction sale, the DARAB Petitions do not involve any conflicting ownership claims as therein petitioners are farmers-beneficiaries, and admittedly CLOA-registered owners to the exclusion of respondent Limqueco who admittedly is but the illegal possessor of the owners' copies of CLOAs and has no title or claim whatsoever over said CLOAs.
- The Court of Appeals seriously erred in suggesting to the parties to refer their petitions to the DAR Secretary supposedly pursuant to DAR AO No. 6, Series of 2000, ignoring and/or negligently not knowing that said DAR AO NO. 6, Series of 2000 had long been repealed by DAR AO No. 3, Series of 2003 issued by the DAR Secretary on January 15, 2003 and, hence, the said suggestion is incorrect, invalid and misleading.
- The Court of Appeals erred in not holding that respondent's amended petition for review (Annex "N" hereof) filed under Rule 43 suffers from the procedural infirmity of non-exhaustion of administrative remedy by way of a motion for reconsideration of the subject DARAB Decision in view of the settled ruling that the non-exhaustion doctrine is mandatory specially if it applies to decisions of quasi-judicial bodies like DARAB.[17]
- The Court of Appeals erred in not holding that respondent is in estoppel to question the jurisdiction of both the PARAD and the DARAB in view of his filing of answer with counter-claims to petitioners' petitions below and his subsequent filing of a third-party complaint against respondent Romeo Landicho.

- The Court of Appeals seriously erred in ignoring petitioners' request for clarification as to which petition the subject Decision dated June 28, 2010 (Annex "A" hereof) pertains, i.e., the original petition for review dated February 11, 2003 (Annex "K" hereof) or the amended petition for review dated March 3, 2003 (Annex "N" hereof) considering that both the notice of decision (Annex "A-1") and the Decision itself (Annex "A") in CA-G.R. SP No. 75482 are similarly captioned with Atty. William Limqueco (Limqueco) and Yang Chin Hai (Hai) still indicated as the two (2) petitioners.[18]

Position of Respondent

In his Comment,[19] respondent countered that (1) the PARAD and DARAB had no jurisdiction over the petitions considering that the petitioners expressly admitted the non-existence of an agrarian relationship – a requirement in agrarian cases following the ruling of the Court in the Santos case;[20] (2) that the petition for review under Rule 43 filed before the CA was the proper remedy because the requirement of non-existence of an appeal in order for a petition for certiorari under Rule 65 to prosper was wanting; (3) that he was not estopped in questioning the DARAB's jurisdiction as the same could be raised at any stage of the proceedings, even on appeal; (4) that the failure to file a motion for reconsideration before appealing to the CA was of no moment as it was not a mandatory requirement under Rule 43; (5) that the CA did not err in denying petitioners' motion for clarification asking whether the CA decision pertained to the original petition or the amended one because both raised the same principal issues; and (6) that the CA correctly held that the claims could be properly ventilated under the jurisdiction of the DAR Secretary.

Position of Petitioners

In their consolidated replies,[21] the petitioners averred (1) that the absence of tenancy relationship did not deprive the DARAB and PARAD of their jurisdiction, citing *Heirs of Jose M. Cervantes v. Miranda*[22] where the Court held that "if the issues between the parties are intertwined with the resolution of an issue within the exclusive jurisdiction of the DARAB, such dispute must be addressed and resolved by the DARAB;" (2) that the proper remedy from the decision of the DARAB should have been a petition for certiorari Rule 65 instead of Rule 43 as held in *Fortich v. Corona*;^[23] (3) that the CA erred in giving due course to the petition despite respondent's failure to file a motion for reconsideration with the DARAB following the doctrine of exhaustion of administrative remedies; (4) that the CA erred in admitting the amended petition for review despite the rule that non-compliance with the requirements of certification of non-forum shopping could not be cured by mere amendment; and (5) that the decision of the CA resolved the earlier-dismissed original petition instead of the amended petition as shown in its caption and body.

The primordial issue in this case is whether the CA correctly ruled that PARAD and DARAB had no jurisdiction over the subject matter of the cases filed by the petitioners.

The Court's Ruling

Procedural Matters

Petitioners attempt to question the ruling of the CA on two (2) procedural fronts. First, they claim that respondent's recourse to the CA via Rule 43 was improper because the correct remedy should have been a special civil action for certiorari under Rule 65 in view of respondent's assertion that the DARAB or PARAD lacked jurisdiction over the cases. Second, it was an error on the part of the CA to have admitted respondent's amended petition for review for it disregarded the settled rule that a violation of the rule against forum shopping is not curable by mere amendment under paragraph 2, Section 5, Rule 7 of the 1997 Rules of Civil Procedure in relation to Supreme Court Administrative Circular No. 04-94.

Respondent impugns the jurisdiction of the DARAB and PARAD over the cases filed by the petitioners. In other words, the question posed before the CA pertained to jurisdiction over the subject matter of a case. In *Sevilleno v. Carilo*[24] the Court has reiterated that such kind of question is a pure question of law.[25] Thus, considering that Section 3, Rule 43 of the Rules of Court permits appeal whether the questions involved are of fact, of law or both,[26] respondent's resort via Rule 43 was certainly proper.

As regards the admission by the CA of the amended petition despite Hai's non-compliance with the rule on certification of non-forum shopping, petitioners must be reminded that in *Altres v. Empleo*,[27] the Court has categorically stated that when the certification against forum shopping was not signed by all the plaintiffs or petitioners in a case, the effect would be that only those who did not sign would be dropped as parties in the case.

Accordingly, the failure of respondent's co-appellant to affix her signature should not prejudice his rights. As far as respondent is concerned, he complied with the rules on certification of non-forum shopping to the extent of correcting the apparent lack of Hai's signature by asking the CA to admit the amended petition with him as the sole petitioner.

On Jurisdiction

The CA was of the view that the claims of the petitioners should have been filed with the DAR Secretary following DAR Administrative Order No. 6, Series of 2000, which provides:

SECTION 2. Cases Covered — These Rules shall govern cases falling within the exclusive jurisdiction of the DAR Secretary which shall include the following:

(a) xxx

(q) Such other matters not mentioned above but strictly involving the administrative implementation of RA 6657 and other agrarian laws, rules and regulations as determined by the Secretary. (Emphasis supplied).[28]

First, DAR Administrative Order No. 6, Series of 2000 has already been repealed by DAR Administrative Order No. 3, Series of 2003. Section 38, Rule VII of DAR Administrative Order No. 3, Series of 2003 expressly provides "this order modifies or repeals DAR-A0-6-2000 and all other issuances or portions thereof that are inconsistent herewith." Section 3, Rule I of the same administrative order recognizes that the DARAB and the PARAD have exclusive original jurisdiction, among others, over the annulment or cancellation of lease contracts or deeds of sale or their amendments involving lands under the administration and disposition of the DAR or Land Bank of the Philippines[29] and those cases involving the sale, alienation, pre-emption and redemption of agricultural lands under the coverage of the CARL or other agrarian laws.[30]

On this score alone, it is clear that the CA erred in ruling that the DAR Secretary had jurisdiction over the case.

Further, R.A. No. 6657 vests with the DAR the primary jurisdiction to determine and adjudicate agrarian reform matters including those involving the implementation of agrarian reform except those falling under the exclusive jurisdiction of the Department of Agriculture (DA) and the Department of Environment and Natural Resources (DENR).[31]

To strengthen and expand the functions of the DAR,[32] the DARAB was created by then President Corazon Aquino through Executive Order (E.O.) No. 129-A.[33]

When the petitions were filed in the year 2000, the proceedings before the PARAD and the DARAB were governed by the DARAB New Rules of Procedures, which were adopted and promulgated on May 30, 1994, and came into effect on June 21, 1994 after publication (1994 DARAB Rules). The 1994 DARAB Rules identified the cases over which the DARAB shall have jurisdiction, to wit:

RULE II

JURISDICTION OF THE ADJUDICATION BOARD

SECTION 1. Primary and Exclusive Original and Appellate Jurisdiction. The Board shall have primary and exclusive jurisdiction, both original and appellate, to determine and adjudicate all agrarian disputes involving the implementation of the Comprehensive Agrarian Reform Program (CARP) under Republic Act No. 6657, Executive Order Nos. 228, and 129-A, Republic Act No. 3844 as amended by Republic Act No. 6389, Presidential Decree No. 27 and other agrarian laws and their implementing rules and regulations. Specifically, such jurisdiction shall include but not be limited to cases involving the following:

- a) The rights and obligations of persons, whether natural or juridical, engaged in the management, cultivation and use of all agricultural lands covered by the CARP and other agrarian laws;
- b) The valuation of land, and the preliminary determination and payment of just compensation, fixing and collection of lease rentals, disturbance compensation, amortization payments, and similar disputes concerning the functions of the Land Bank of the Philippines (LBP);
- c) The annulment or cancellation of lease contracts or deeds of sale or their amendments involving lands under the administration and disposition of the DAR or LBP;
- d) Those case arising from, or connected with membership or representation in compact farms, farmers cooperatives and other registered farmers associations or organizations, related to lands covered by the CARP and other agrarian laws;
- e) Those involving the sale, alienation, mortgage, foreclosure, pre-emption and redemption of agricultural lands under the coverage of the CARP or other agrarian laws;
- f) Those involving the issuance, correction and cancellation of Certificates of Land Ownership Award (CLOAs) and Emancipation Patents (EPs) which are registered with the Land Registration Authority;
- g) Those cases previously falling under the original and exclusive jurisdiction of the defunct Court of Agrarian Relations under Section 12 of Presidential No. 946, except sub-paragraph (Q) thereof and Presidential Decree No. 815.

It is understood that the aforementioned cases, complaints or petitions were filed with the DARAB after August 29, 1987.

Matters involving strictly the administrative implementation of Republic Act No. 6657, otherwise known as the Comprehensive Agrarian Reform Law (CARP) of 1988 and other agrarian laws as enunciated by pertinent rules shall be the exclusive prerogative of and cognizable by the Secretary of the DAR.

- h) And such other agrarian cases, disputes, matters or concerns referred to it by the Secretary of the DAR.

SECTION 2. Jurisdiction of the Regional and Provincial Adjudicator. The RARAD and the PARAD shall have concurrent original jurisdiction with the Board to hear, determine and adjudicate all agrarian cases and disputes, and incidents in connection therewith, arising within their assigned territorial jurisdiction. (Emphases supplied.)

Specifically, the PARAD and the DARAB have primary and exclusive jurisdiction, both original and appellate, to determine and adjudicate all agrarian disputes involving the implementation of the CARP under R.A. No. 6657, as amended by R.A. No. 9700, E.O. Nos. 228, 229, and 129-A, R.A. No. 3844, as amended by R.A. No. 6389, P.D. No. 27 and other agrarian laws and their Implementing Rules and Regulations.[34]

The question here boils down to whether this case falls under the DARAB's jurisdiction as contemplated under the CARL and the 1994 DARAB Rules. Consequently, the question as to what an agrarian dispute is and whether

sufficient allegations were indeed made in the petitioners' complaints showing to establish an agrarian dispute must first be resolved.

Agrarian Dispute

Section 3(d) of the CARL defines an agrarian dispute as:

xxx, 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.

In this case, the petitions filed before the PARAD asking for the nullification of the contracts of sale and recovery of the CLOAs did not contain any allegation of tenurial relations constitutive of an agrarian dispute as the parties were not subjects of a landowner and tenant relationship, or an allegation that they were lessors and lessees of each other as reinforced by the categorical admission of the parties in their pleadings that no such contract exists.[35] These circumstances, however, do not mean that the controversy is no longer agrarian in nature.

The second sentence of Section 3(d) of the CARL clearly provides that an agrarian dispute also includes "any controversy relating to compensation of lands acquired under the CARP law and other terms and conditions of transfer of ownership from landowner 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."

Here, the controversy pertains to respondent's act of selling to a third person the lands acquired by the petitioners under the CARP. Hence, the case is still an agrarian dispute and within the jurisdiction of the DARAB and PARAD.

Allegations in the complaints

In order for the DARAB and PARAD to exercise jurisdiction over such controversies, sufficient allegations establishing the existence of an agrarian dispute must be made in the complaint following the rule that the jurisdiction of a tribunal, including a quasi-judicial officer or government agency, over the nature and subject matter of a petition or complaint is determined by the material allegations therein and the character of the relief prayed for, irrespective of whether the petitioner or complainant is entitled to any or all such reliefs.

In the case at bench, the subject properties, which originally formed part originally of Romeo Landicho's property covered by OCT No. P-29365, were subjected to voluntary land transfer, thereby placing it under the coverage of the CARL. The petitioners became the beneficiaries of the subdivided properties by operation of Section 6 and Section 22 of the CARL,[36] commonly referred to as the retention limits of a landowner, who in this case was Romeo Landicho.

The petitioners made the following allegations in their complaints/petitions:[37]

(8) Sometime in June 1994, petitioner was asked by respondent (now petitioner) Limqueco and Romeo Landicho to sign certain documents which turned out to be contracts of sale and lease involving petitioner's aforesaid property covered by TCT No. T-4007. Having utmost trust in confidence in his father and respondent Limqueco that they were supposedly protecting petitioner's interest, petitioner without examining said contracts which are undated and which do not indicate the names of the buyer or the lessee, had affixed his signature to said contracts of sales and lease of TCT No. T-4007. Respondent Limqueco and Romeo Landicho did not furnish or give petitioner a copy of said contract which are being used by respondent Limqueco with DAR to harass petitioner.

(9) In affixing his signature as aforesaid, petitioner did not receive any consideration and was not told the legal implications of said contracts. He came to learn later that by reason of said contracts, the owner's copy of petitioner's TCT No. T-4007 was delivered by his father Romeo Landicho to respondent Limquenco who, by his own admission, has custody and physical possession of said title up to the present.

(10) Petitioner learned thereafter that the contracts involving the sale and/or lease of his TCT No. T-4007, which is a CLOA title, are null and void as they are prohibited and violates R.A. No. 6657 because under the express restriction incorporated in the CLOA title, the parcel of land subject thereof "shall not be sold transferred or conveyed except through hereditary succession, or to the Government, or to the Land Bank of the Philippines, or to the other qualified beneficiaries for a period often (10) years. x x x x:"

(11) Petitioner should not be penalized by way of cancellation of his TCT No. T-4007 because he acted in good faith and is not guilty of any fraud considering that his consent to the contracts of sale was vitiated by fraud, undue influence and mistake when he affixed his signature thereto and hence he should be protected under Articles 1412(2) and 1416 of the New Civil Code and other pertinent provisions of law.[38]

xxx

These allegations plainly show that the petitioners are invoking their rights as beneficiaries of the CARL; that they consider the conveyance of their properties as having been made in violation of the terms and conditions of the CARL; and that all of the transfers should be nullified because they were procured through fraud, undue influence and mistake. All these constitute an agrarian dispute in the context of a controversy relating to terms and conditions of transfer of ownership from landowner to agrarian reform beneficiaries. This is because the main contention of the parties was clearly couched on the alleged denial by the respondent of their established rights as beneficiaries over the subject properties under agrarian reform laws.

Accordingly, it is undeniable that the DARAB and PARAD have jurisdiction over this controversy. It was, therefore, an error on the part of the CA to have overturned the rulings of the concerned quasi-judicial bodies on the ground that they had no jurisdiction over the controversy.

Question on Vitiating of Consent

Settled is the rule that this Court is not a trier of facts. In that regard, the Court notes that the CA failed to pass upon the question on whether fraud, undue influence and mistake occasioned the procurement by respondent of the titles to the properties and whether there was indeed a violation of the CARL.

As there were none, the Court finds it necessary to remand this case to the CA for the proper review of the substantive issues as raised by the parties concerning the legality of the transfer of the properties to the respondent.

WHEREFORE, the petition is PARTIALLY GRANTED. The June 28, 2010 Decision and November 23, 2010 Resolution of the Court of Appeals in CA-G.R. SP No. 75482 are hereby REVERSED and SET ASIDE. The case is REMANDED to the Court of Appeals to determine the merits of the alleged violation of the CARP Law as well as the allegations of fraud in respondent's procurement of the CLOAs and titles over the subject properties.

SO ORDERED.

Carpio, J., (Chairperson), Brion, Del Castillo, and Leonen, JJ., concur.

[1] Rollo (G.R. No. 194554), pp. 10-41; rollo, (G.R. No. 194556), pp. 11-54.

[2] Rollo (G.R. No. 194554), pp. 44-51. Penned by Associate Justice Amy C. Lazaro-Javier, with Associate

Justices Sesinando E. Villon and Marlene Gonzales-Sison, concurring.

[3] Id. at 54-55. Penned by Associate Justice Amy C. Lazaro-Javier, with Associate Justices Rebecca De Guia-Salvador and Sesinando E. Villon, concurring.

[4] Id. at 61-70. Penned by Assistant Secretary Ianela G. Jusi-Barrantes, with Assistant Secretaries Augusto P. Quijano, Lorenzo R. Reyes and Roel Eric C. Garcia, concurring.

[5] Id. at 71-87. Penned by Provincial Adjudicator Mardocheo S. Camporedondo.

[6] The petitioners in the cases filed before the PARAD are: (1) Juris P. Landicho, Ivy P. Landicho, Darwin P. Landicho, Edgar Peñalosa and Felipe Peñalosa.

[7] Republic Act No. 6657, Section 27.

[8] Rollo (G.R. No. 194554), pp. 71-87. Penned by Provincial Adjudicator Mardocheo S. Camporedondo.

[9] Id. at 86-87.

[10] Id. at 61-70. Penned by Assistant Secretary Ianela G. Jusi-Barrantes, with Assistant Secretaries Augusto P. Quijano, Loreto R. Reyes and Roel Eric C. Garcia, concurring.

[11] Id. at 69.

[12] Rollo (G.R. No. 194556), p. 216.

[13] Rollo (G.R. No. 194554), p. 194.

[14] Id. at 44. Penned by Associate Justice Amy C. Lazaro-Javier, with Associate Justices Sesinando E. Villon and Marlene Gonzales-Sison, concurring.

[15] Id. at 50-51.

[16] Id. at 54-55. Penned by Associate Justice Amy C. Lazaro-Javier, with Associate Justices Rebecca De Guia-Salvador and Sesinando E. Villon, concurring.

[17] Rollo (G.R. No. 194556), pp. 25-26; rollo (G.R. No. 194554), pp. 23-24.

[18] See Rollo (G.R. No. 194556), pp. 25-26.

[19] Id. at 222.

[20] 384 Phil. 26 (2000).

[21] Rollo (G.R. No. 194554), pp. 281-296; rollo (G.R. No. 194556), pp. 367-388.

[22] 641 Phil. 553 (2010).

[23] Resolution, 371 Phil. 672 (1999).

[24] 559 Phil. 789 (2007).

[25] Id.

[26] The Rules of Court, Section 3. Where to appeal. — An appeal under this Rule may be taken to the Court of Appeals within the period and in the manner herein provided, whether the appeal involves questions of fact, of law, or mixed questions of fact and law.

[27] 594 Phil. 246 (2008).

[28] See < http://www.lis.dar.gov.ph/home/document_view/6637 >. [Last visited September 7, 2016]<http://www.lis.dar.gov.ph/home/document_view/6637

[29] Section 3.3, Rule I, DAR AO No. 3, Series of 2003.

[30] Section 3.5, Rule I, DAR AO No.3, Series of 2003.

[31] Republic Act No. 6657, Section 50.

[32] The Whereas Clauses, E.O. No. 129-A.

[33] Issued on July 27, 1987

[34] *Heirs of del Rosario v. del Rosario*, 688 Phil. 485, 495 (2012).

[35] Rollo (G.R. No. 194554), p. 49.

[36] Section 6. Retention Limits. — Except as otherwise provided in this Act, no person may own or retain, directly or indirectly, any public or private agricultural land, the size of which shall vary according to factors governing a viable family-size farm, such as commodity produced, terrain, infrastructure, and soil fertility as determined by the Presidential Agrarian Reform Council (PARC) created hereunder, but in no case shall retention by the landowner exceed five (5) hectares. Three (3) hectares may be awarded to each child of the landowner, subject to the following qualifications: (1) that he is at least fifteen (15) years of age; and (2) that he is actually tilling the land or directly managing the farm: provided, that landowners whose lands have been covered by Presidential Decree No. 27 shall be allowed to keep the areas originally retained by them thereunder: provided, further, that original homestead grantees or their direct compulsory heirs who still own the original homestead at the time of the approval of this Act shall retain the same areas as long as they continue to cultivate said homestead.

The right to choose the area to be retained, which shall be compact or contiguous, shall pertain to the landowner: provided, however, that in case the area selected for retention by the landowner is tenanted, the tenant shall have the option to choose whether to remain therein or be a beneficiary in the same or another agricultural land with similar or comparable features. In case the tenant chooses to remain in the retained area, he shall be considered a leaseholder and shall lose his right to be a beneficiary under this Act. In case the tenant chooses to be a beneficiary in another agricultural land, he loses his right as a leaseholder to the land retained by the landowner. The tenant must exercise this option within a period of one (1) year from the time the landowner manifests his choice of the area for retention.

In all cases, the security of tenure of the farmers or farm workers on the land prior to the approval of this Act shall be respected.

Upon the effectivity of this Act, any sale, disposition, lease, management, contract or transfer of possession of private lands executed by the original landowner in violation of the Act shall be null and void: provided, however, that those executed prior to this Act shall be valid only when registered with the Register of Deeds within a period of three (3) months after the effectivity of this Act. Thereafter, all Registers of Deeds shall inform the Department of Agrarian Reform (DAR) within thirty (30) days of any transaction involving agricultural lands in excess of five (5) hectares.

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Section 22. Qualified Beneficiaries. — The lands covered by the CARP shall be distributed as much as possible to

landless residents of the same barangay, or in the absence thereof, landless residents of the same municipality in the following order of priority:

- (a) agricultural lessees and share tenants;
- (b) regular farmworkers;
- (c) seasonal farmworkers;
- (d) other farmworkers;
- (e) actual tillers or occupants of public lands;
- (f) collectives or cooperatives of the above beneficiaries; and
- (g) others directly working on the land.

Provided, however, that the children of landowners who are qualified under Section 6 of this Act shall be given preference in the distribution of the land of their parents: and provided, further, that actual tenant-tillers in the landholdings shall not be ejected or removed therefrom.

Beneficiaries under Presidential Decree No. 27 who have culpably sold, disposed of, or abandoned their land are disqualified to become beneficiaries under this Program.

A basic qualification of a beneficiary shall be his willingness, aptitude, and ability to cultivate and make the land as productive as possible. The DAR shall adopt a system of monitoring the record or performance of each beneficiary, so that any beneficiary guilty of negligence or misuse of the land or any support extended to him shall forfeit his right to continue as such beneficiary. The DAR shall submit periodic reports on the performance of the beneficiaries to the PARC.

If, due to the landowner's retention rights or to the number of tenants, lessees, or workers on the land, there is not enough land to accommodate any or some of them, they may be granted ownership of other lands available for distribution under this Act, at the option of the beneficiaries.

Farmers already in place and those not accommodated in the distribution of privately-owned lands will be given preferential rights in the distribution of lands from the public domain.

[37] Rollo (G.R. No. 194556), pp. 86-91.

[38] Id. at 87-88.

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