

**HEIRS OF NICANOR GARCIA, AS REPRESENTED BY SPOUSES
JOSEFINA GARCIA-DOBLADA AND JOSE V. DOBLADA, PETITIONERS,
VS. SPOUSES DOMINADOR J. BURGOS AND PRIMITIVA I. BURGOS,
SPOUSES FIL...**

G.R. No. 236173. April 11, 2023

Ponente: INTING, J.

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INTING, J.:

For resolution is the Second Motion for Reconsideration (with Leave of En Banc)[1] of the Court's Decision[2] and Resolution[3] promulgated on March 4, 2020, and November 23, 2020, respectively, filed by the Heirs of Nicanor Garcia (Heirs).

The Antecedents

The present controversy stems from a Complaint[4] for Reconveyance of Ownership, Possession and Property, Breach of Agreement/Undertaking, Cancellation of Titles, Nullity of Deeds of Sale, and Damages (Complaint) filed by the Heirs on June 2, 2016[5] before Branch 7, Regional Trial Court (RTC), Malolos, Bulacan, docketed as Civil Case No. 325-M-2016. The disputed properties consist of six smaller lots, which had been a portion of an 8,115-square-meter (sq.m.) parcel of land, located in Brgy. Daungan, Guiguinto, Bulacan, belonging to a certain Fermina Francia (Fermina).[6]

In the Complaint, the Heirs alleged as follows: First, they are the children and successors-in-interest of Nicanor C. Garcia (Nicanor). [7] Second, under a Kasunduan Ukol sa Salinan ng Pamumuwisan sa Lupang Palayan[8] (Kasunduan), Fermina designated Nicanor as the legal transferee/legitimate tenant or kasmna to possess, own, and cultivate the 8,115-sq.m. parcel of land.[9] Third, Nicanor was in actual possession of the land and had cultivated it until his death on June 23, 2010.[10] Fourth, Dominador Burgos (Dominador), herein respondent, was one of Nicanor's farm workers.[11] Fifth, later on, through fraudulent means, misrepresentation, deceit, and falsification of documents, unknown to Nicanor, Dominador caused the transfer of the 2,705-sq .m portion of the land leased from Fennina, the landowner, to himself. He further subdivided the disputed portion into smaller lots. Sixth, as early as 2004, Dominador began to dispose of, sell, or mortgage, these lots[12] that were subsequently registered in separate Transfer Certificates of Title (TCTs) under the names of respondents Dominador (Lot Nos. 815-C, 815-F, and 815-G), Ester Gabriel Dominguez (Ester) (Lot No. 815-B), and Filip Gerard V. Burgos (Lot Nos. 815-D and 185-E).[13] Seventh, aggrieved, Nicanor filed a complaint against Dominador before their barangay. As a result of the proceedings, the parties executed an Undertaking whereby Dominador agreed to return or reconvey those lots that have not been yet transferred to third parties at no cost to Nicanor. [14] Eighth, Dominador failed to comply with the Undertaking and reasoned that he had no money to return the titles and/or reconvey the lots.[15] Ninth, due to Dominador's actions, the Heirs were deprived of the use and fruits of the land.[16]

Thus, the Heirs prayed as follows:

WHEREFORE, it is most respectfully prayed that after due notice and hearing, a Decision be issued in favour of the plaintiff by -

1) Ordering the defendants to RECONVEY to the plaintiffs ("Heirs") the parcels of land covered by Transfer Certificate of Title issued by the Register of Deeds of Guiguinto, Bulacan with Nos. -

- (i) T-197871 (Lot No. 815-B)
- (ii) T-126116 (Lot No. 815-C)
- (iii) T-288493 (Lot No. 815-D)
- (iv) T-271761 (Lot No. 815-E)
- (v) T-126119 (Lot No. 815-F); and
- (vi) T-126120 (Lot No. 815-G)

2) In the alternative, DECLARING defendant Dominador Burgos guilty of Breach of Agreement/Undertaking thereby ORDERING the defendant Dominador Burgos to comply with the Agreement/Undertaking xx x by TRANSFER[R]ING ownership in the name of the plaintiff the four (4) titles x x x specifically, TCT Nos. T-126116, T-126117 (now T-288493), T-126119 and T-126120 x x x

3) ORDERING as null and void and to CANCEL the Deeds of Sale for the subject lots as well as the Transfer Certificate of Titles [sic] enumerated hereunder:

- (i) TCTNo. T-126115 now T-197871 (Lot 815-B)
- (ii) TCT No.T-126116 (Lot 815-C)
- (iii) TCT No. T-126117 now T-288493 (Lot 815-D)
- (iv) TCTNo. T-126118 now T-271761 (Lot 815-E)
- (v) TCTNo. T-126119 (Lot 815-F); and
- (vi) TCT No. T-126120 (Lot 815-G)

4) ORDERING the defendants jointly and severally to PAY the amount of P100,000.00 Philippine Currency as Moral Damages and another P100,000.00 Philippine Currency as Exemplary Damages to the plaintiffs; and to PAY attorney's fee of P50,000.00 and COSTS of the litigation.

A general relief just and equitable under the premises is likewise sought for.[17] (Emphases omitted.)

On the other hand, Dominador raised the following affirmative defenses, which the RTC treated as grounds to dismiss the Complaint:

- 1) The present case is an agrarian dispute, thus, [the RTC] has no jurisdiction over this case;
- 2) Plaintiffs have no cause of action against the said defendants; and
- 3) There is no certificate to file action from the barangay;[18]

Dominador insisted that Fermina had transferred ownership over the disputed portion to him which allowed him to register the properties under his name. [19]

The RTC Orders

Initially, the RTC did not find merit on the grounds for dismissal[20] and even reasoned out that the affirmative defense of lack of cause of action must be threshed out in a full blown trial.[21]

While the pre-trial conference was scheduled on March 9, 2017,[22] the RTC's first order was followed by successive motions and responsive pleadings filed by the parties.[23] There is nothing in the rollo indicating that the case reached the pre-trial stage.

Eventually, the RTC dismissed the case, viz.:

In view of the above premises, this court hereby GRANTS the Motion for Reconsideration of defendants spouses Dominador and Primitiva Burgos and UPHOLDS the affirmative defenses of lack of cause of action and prescription of defendant Ester Gabriel Dominguez.[24] (Emphases omitted and supplied.)

Stated differently, the RTC ruled that the Complaint had no cause of action considering that Nicanor was merely a tenant with respect to and not the owner of the disputed property. Thus, his successors-in-interest were not in a position to file an action for reconveyance.[25] More so, the provisions in the Kasunduan amount to an extinguishment and transmission of tenancy rights in Nicanor's favor as the new tenant of the property, and thus, the agreement should have been executed in a public document; and that based on the copy attached as an annex to the Complaint, the Kasunduan appears to be unnotarized.[26] Consequently, it is not valid and binding with respect to third parties and cannot be made the basis of the Complaint.[27]

The RTC further ruled that prescription is a valid defense; that an action for reconveyance has a prescriptive period of 10 years; and that while the TCTs in relation to the disputed lots were issued on February 12, 1999,[28] the Heirs filed the case on June 2, 2016.[29]

The RTC finally held that it is not the proper court to resolve the issue of breach of the Undertaking executed before the barangay: Enforcement of an amicable settlement or arbitration award of such nature is cognizable by the appropriate city or municipal court.[30]

In view of the dismissal, the case did not proceed to trial.

The Heirs elevated the matter directly to the Court via a Petition for Review on Certiorari.[31] The Court denied[32] the petition and their subsequent motion for reconsideration³³ for lack of merit.

Undaunted, the Heirs now come before the Court via a second motion for reconsideration.[34] They maintain that the RTC's dismissal of the Complaint is "legally erroneous and capable of causing unwarranted and irremediable damage to [them]."[35]

Respondent Ester filed a comment[36] on the second motion for reconsideration. The other respondents manifested[37] that they are adopting the arguments in the comment of Ester. Petitioners promptly filed a reply[38] thereto.

The Court's Ruling

The Court grants the present motion.

Verily, the general rule is that the second and subsequent motions for reconsideration are prohibited.[39] However, the Court En Banc, by exception and at its discretion, may entertain a second motion for reconsideration "in the higher interest of justice"[40] such as when "the assailed decision is legally erroneous, patently unjust and potentially capable of causing unwarranted and irremediable injury or damage to the parties." [41]

The Court revisited the assailed Decision and Resolution respectively promulgated on March 4, 2020, and November 23, 2020. In doing so, the Court is reminded of the discourse in *Estrella v. Francisco*, [42] viz.:

The use and ownership of property bears a social function, and all economic agents are expected to contribute to the common good. To this end, property ownership and economic activity are always subject to the duty of the State to promote distributive justice and intervene when the common good requires.

As early as 1973, the Philippines has already declared our goal of emancipating agricultural tenants from the bondage of the soil. The State adopts a policy of promoting social justice, establishing owner cultivatorship of economic-size farms as the basis of Philippine agriculture, and providing a vigorous and systematic land

resettlement and redistribution program.

In pursuit of land reform, the State enacted the Agricultural Land Reform Code in 1963. The Code established an agricultural leasehold system that replaced all existing agricultural share tenancy systems at that point.

The existence of an agricultural tenancy relationship between the lessor and the lessee gives the latter rights that attach to the landholding, regardless of whoever may subsequently become its owner. This strengthens the security of tenure of the tenants and protects them from being dispossessed of the landholding or ejected from their leasehold by the death of either the lessor or of the tenant, the expiration of a term/period in the leasehold contract, or the alienation of the landholding by the lessor. If either party dies, the leasehold continues to bind the lessor (or his heirs) in favor of the tenant (or his surviving spouse/descendants). In case the lessor alienates the land, the transferee is subrogated to the rights and substituted to the obligations of the lessor-transferor. The agricultural leasehold subsists, notwithstanding the resulting change in ownership of the landholding, and the lessee's rights are made enforceable against the transferee or other successor-in-interest of the original lessor.[43] (Citations omitted.)

In line with the State policy of promoting social justice,[44] the Court must uphold and protect the right of agricultural tenants to opportunities provided to them by law to bolster their economic position,[45] including the rights that ensure they are not dispossessed of the landholding or ejected therefrom without due process of the law.

After a careful reexamination of the rollo, the Court finds that upholding the Orders of the RTC would run counter to the fundamental policy of social justice as it would deprive the petitioners the basic opportunity to prove their claim over the disputed portions of land. For reasons set out below, it is proper to direct the trial court to conduct further proceedings.

An agricultural lessee has
personality to file an action
for reconveyance.

To recall, the RTC anchored the dismissal of the Heirs' Complaint on the theory that a tenant or kasama had no personality to seek reconveyance of a property which he/she merely cultivated but was not registered under his/her name. With the finding that the plaintiffs had no personality to sue, the trial court concluded that their Complaint lacked a cause of action.

In an action for reconveyance, the plaintiff admits that the land in dispute has been registered in the name of another but argues that such registration was erroneous or wrongful. He "seeks the transfer of the title to the rightful and legal owner, or to the party who has a superior right over it, without prejudice to innocent purchasers in good faith." [46]

Given these considerations, the Court cannot interpret reconveyance as a remedy available exclusively to a party claiming to be the registered owner of the land. A person alleging himself to have a better right may also protect his interest over the property through an action for reconveyance, such as a lessee in an agricultural lease over the disputed land.

Under the Agricultural Land Reform Code,[47] an agricultural lessee enjoys the rights of pre-emption[48] and redemption[49] in the event the lessor decides to sell the landholding, viz.:

Sec. 11. Lessee's Right of Pre-emption. - In case the agricultural lessor decides to sell the landholding, the agricultural lessee shall have the preferential right to buy the same under reasonable terms and conditions: Provided, That the entire landholding offered for sale must be pre-empted by the Department of Agrarian Reform upon petition of the lessee or any of them: Provided, further, That where there are two or more

agricultural lessees, each shall be entitled to said preferential right only to the extent of the area actually cultivated by him. The right of pre-emption under this Section may be exercised within one hundred eighty days from notice in writing, which shall be served by the owner on all lessees affected and the Department of Agrarian Reform.

x x x x

Sec. 12. Lessee's Right of Redemption. - In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.[50] (Emphases in the original and supplied.)

Significantly, in *Springsun Management Systems Corp. v. Camerino*[51] (*Springsun*), the Court held that an agricultural lessee's filing of a complaint for reconveyance/redemption before the trial court was proper to enable him/her to preserve his/her legal rights over the land.

It is clear that the law respects an agricultural lessee's right over the leased property and accords him/her a right of action to redeem the leased property and/or retrieve it from a third party in case it is sold without his/her knowledge. In other words, contrary to the RTC's ruling, these rights of pre-emption and redemption vest an agricultural lessee the personality to seek reconveyance of the leased property to enforce and protect such rights.

As pointed out by Associate Justice Amy C. Lazaro-Javier, the Court are not unmindful that the existence of an agricultural lessee's tenancy rights per se cannot ipso facto derogate from the agricultural lessor's right as owner to dispose of the property. [52] However, whether one's right is superior to someone else's shall be best established by evidence and determined after the conduct of a trial. Further, that the agricultural lessee has some right which the law upholds may not, ultimately, prevent the lessor from disposing the leased property. Nonetheless, the Court finds it sufficient for purposes of vesting said lessee the personality to question any such disposition.

In sum, an action for reconveyance "is a legal and equitable remedy granted to the rightful owner of land which has been wrongfully or erroneously registered in the name of another for the purpose of compelling the latter to transfer or reconvey the land to him"[53] On the other hand, the right of redemption is a privilege accorded by law to specific persons, named by the same statute granting the privilege[54] (e.g., Section 12 of the Agricultural Land Reform Code), to recover property or protect some right they might have relative thereto (e.g., rights of pre-emption and of notice in case the landholding is sold to a third person).

Verily, the right of action for reconveyance is ordinarily exercised by the registered owner. However, a person who is not the owner but claims to have a better right over property wrongfully registered under someone else's name is vested with personality to assail such erroneous registration. Put in another way, an agricultural lessee, while not ipso facto entitled to own the leased property in the event the lessor decides to sell it, nonetheless has personality to institute an action for reconveyance to preserve the statutory opportunity given to them to own the land they once tilled. To be clear, while they have the right of action, an agricultural lessee, in the reconveyance proceedings, remains to bear the burden of proving their claim and their entitlement.

Parenthetically, it is admitted that Nicanor died on June 23, 2010.[55] In this regard, the Agricultural Land Reform Code also provides:

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.[56]

In this regard, in *Manuel v. Court of Appeals*, [57] the Court pronounced that an agricultural leasehold relationship is not extinguished by the death or incapacity of the parties.[58] Thus, an agricultural lessee's heir is regarded to have personality to exercise the right of redemption previously accorded to the agricultural lessee.

Based on these considerations, it becomes clear that Nicanor's death did not extinguish automatically the above-discussed right of action.

The RTC cannot dismiss the complaint for lack of cause of action and otherwise rule on the probative value of evidence without trial.

The RTC provided the following explanations to justify its ruling that a mere tenant did not have personality to file an action for reconveyance:

From the above narration of facts, to repeat, as stated in the Complaint, it appears that this Nicanor Garcia is merely a substitute tenant over [the] subject land owned by Fermina Francia, per unnotarized document dated June, 1980 entitled *Kasunduan Ukol Sa Salinan Ng Pamumuwis sa Lupang Palayan x x x*.

x x x x

The subject *Kasunduan Ukol Sa Salinan Ng Pamumuwis sa Lupang Palayan x x x* is an extinguishment and transmission of tenancy right of Juan De Armas (First Party) in favor of Nicanor Garcia, thus, it should be in the form of a public document or in layman's term [sic], a notarized document.

Not being in the form of a public document or not being a notarized document, such *Kasunduan* is valid and binding among parties therein but not at all valid and binding as regards third persons like herein defendants.

Thus, it is clear that it could not serve as a basis of the instant action for reconveyance of ownership and possession.

Moreover, this document does not also appear to be filed with the concerned office of the Department of Agrarian Reform (DAR), such that this Nicanor Garcia could be said to be included in the Master List of Tenants in said office.[59] (Emphases in the original.)

Stated differently, the RTC did not give weight to the *Kasunduan* because the document did not appear to be notarized or registered/filed with the DAR.

The Court underscores that the case did not reach the pre-trial stage. Thus, there was no opportunity for the Heirs to submit the original of the *Kasunduan* to the trial court for marking and authentication or, much less, to formally offer it in evidence. All the trial court had at the time was the copy of the *Kasunduan* as attached to the Complaint. The document's authenticity, due execution, and enforceability, as well as its probative value, in general, cannot

be pre-judged without the benefit of a trial. That the RTC already ruled in part on the merits of the Complaint without allowing the Heirs to present evidence amounted to a violation of the latter's right to due process.[60]

Also, significantly, the RTC's outright dismissal on the ground of the Complaint's supposed lack of cause of action is erroneous. It is already settled that whether or not a complaint lacks cause of action is an issue that can be resolved only after the conduct of a trial. The case of *Colmenar v. Colmenar*[61] is instructive on this point:

It has been repeatedly held, however, that failure to state a cause of action and lack of cause of action are distinct and separate grounds to dismiss a particular action. *Zuñiga-Santos v. Santos-Gran* explained that failure to state a cause of action refers to the insufficiency of the allegations in the pleading, while lack of cause of action refers to the insufficiency of the factual basis for the action. Dismissal for failure to state a cause of action may be raised at the earliest stages of the proceedings through a motion to dismiss under Rule 16 of the 1997 Rules of Court or raised as an affirmative defense in an answer, while dismissal for lack of cause of action may be raised any time after the questions of fact have been resolved on the basis of stipulations, admissions or evidence presented by the plaintiff. x x x

x x x x

Consequently, the trial court erred in dismissing the complaint against ProFriends on ground that the complaint failed to state a cause of action, an affirmative defense it did not raise, and which is completely different from what it actually raised, i.e., lack of cause action. And strictly speaking, lack of cause of action may only be raised after the questions of fact have been resolved on the basis of stipulations or admissions or evidence presented by the plaintiff. Before then, it cannot be raised as a ground for dismissal; much less can the court dismiss the case on that ground.[62] (*Italics in the original and supplied; citation omitted.*)

An action for reconveyance
based on the agricultural
lessees right of redemption
prescribes after 180 days
from written notice of the
sale.

The RTC also dismissed the Complaint due to prescription. It explained:

On the defense of prescription, this court finds that the six (6) titles in the names of defendant Dominador Burgos for Lots 815-B to 815-G were issued on February 12, 1999, thus the heirs of Fermina Francia, the registered owner, (not the heirs of Nicanor Garcia), have ten (10) years therefrom or up to February 12, 2009 to file an action for reconveyance.

Prescription is thus a valid defense in this case.[63] (*Emphases omitted.*)

The ruling is erroneous. The Court recognizes that the right of action for reconveyance has a 10-year prescriptive period in general, counted from the issuance of the Torrens title over the property. [64]

However, as discussed above, the right to seek reconveyance is based on an agricultural lessee's right to redeem the landholding. In *Springsun*,[65] the Court explained this redemption period in relation to prescription, viz.:

At any rate, under Section 12, paragraph I of R.A. No. 3844, as amended, the prescriptive period for exercising the right of redemption is within 180 days from notice in writing of the registration of the sale, which shall be served by the vendee on all lessees affected and the DAR. We have held that the right of redemption will not prescribe unless there is such notice in writing of the sale. Since it has been established that indeed respondents were never notified in writing of the sale of the disputed lots, then there is no prescription to speak of in the instant case.[66] (*Italics supplied; citation omitted.*)

In the present case, the Court observed the following: First, in the Complaint, the Heirs alleged that the disputed portion was sold without their father's knowledge.[67] Second, in his Answer, Dominador insisted that Fermina, the registered landowner, "allotted (sic) and bequeathed" the disputed portion to him in 1998. [68] He did not deny specifically the allegation that the sales/transfers were made without Nicanor's knowledge nor did he allege anew that Nicanor had in fact been notified thereof.

The law obliges the vendee to formally notify the agricultural lessee of the sale. However, whether Dominador, the transferee, notified Nicanor, the agricultural lessee, in writing about the alleged sale between him and Fermina is not clear from the face of the Complaint. Dominador did not even refute Nicanor's lack of knowledge or insist that the latter was notified otherwise. That prescription was not apparent from the allegations in the Complaint makes an outright dismissal based on that ground improper.

In the Court's view, the issue of prescription involved here cannot be resolved in haste and on the basis of unsubstantiated allegations that have only been accepted provisionally as true. Whether the right to redeem the disputed portion of the leased land has prescribed draws upon various factual matters that also require the presentation of evidence during a trial.

This ruling deals with
preliminary matters only.

A trial is necessary to resolve the case
on the merits.

In sum, the RTC's outright dismissal of the Complaint is unwarranted because Nicanor, an agricultural lessee, has personality to redeem and seek reconveyance of the landholding, which was alleged to have been sold without his knowledge. Whether his right of action has prescribed, it is not apparent on the face of the Complaint.

The pronouncements deal only with preliminary matters (i.e., personality to sue, prescription), based on the parties' material allegations, to ensure that the parties are not deprived of property rights without due process of the law. To be clear, the veracity of their allegations and the probative value of the evidence to be presented shall be dealt with in a full-blown trial. This ruling is not a final and conclusive resolution of the factual and legal issues raised by the parties in the pleadings they have filed before the RTC. 69 The jurisdiction to adjudicate the case on the merits, the determination of the party having a better right over the disputed property, and the preservation of the rights of innocent purchasers for value, if any, rest upon the trial court.

WHEREFORE, the Court GRANTS the Second Motion for Reconsideration, and thus, SETS ASIDE the Court's Decision dated March 4, 2020 and the Resolution dated November 23, 2020.

Further, the Court GRANTS the Petition for Review on Certiorari, NULLIFIES and SETS ASIDE the Orders dated June 7, 2017 and November 23, 2017 rendered by Branch 7, Regional Trial Court, Malolos, Bulacan in Civil Case No. 325-M-2016, REINSTATES the Complaint for Reconveyance of Ownership, Possession and Property, Breach of Agreement/Undertaking, Cancellation of Titles, Nullity of Deeds of Sale, and Damages, and DIRECTS the Regional Trial Court to continue with the proceedings with dispatch.

No pronouncement on the costs of suit.

SO ORDERED.

Leonen, SAJ., Caguioa, Hernando, Lazaro-Javier, Inting, Zalameda, M. Lopez, Gaerlan, Rosario, J. Lopez, Dimaampao, Marquez, Kho, Jr., and Singh, JJ. concur.

Gesmundo, C.J., see separate concurring opinion.

[1] Rollo, pp. 328-336.

[2] Id. at 242-253. Penned by Associate Justice Henri Jean Paul B. Inting and concurred in by Senior Associate Justice Estela M. Perlas-Bernabe (a retired Member of the Court) and Associate Justices Andres S. Reyes, Jr. (a retired Member of the Court), Ramon Paul L. Hernando, and Edgardo L. Delos Santos (a retired Member of the Court).

[3] Id. at 324-325.

[4] Id. at 93-101.

[5] Id. at 93.

[6] Id. at 94-95.

[7] Id. at 94.

[8] Id. at 118.

[9] Id. at 94.

[10] Id.

[11] Id.

[12] Id. at 94-95.

[13] Id. at 97.

[14] Id. at 96-97.

[15] Id. at 97.

[16] Id. at 98-99.

[17] Id. at 99-100.

[18] As culled from the RTC Order, id. at 72.

[19] Id. at 18.

[20] See RTC Order dated January 20, 2017 issued by Presiding Judge Isidra A. Argañosa-Maniego, id. at 72-76.

[21] Id. at 75.

[22] Id.

[23] Id. at 52.

[24] Id. at 82.

[25] Id. at 81.

[26] Id. at 80.

[27] Id. at 81.

[28] Id.

[29] Id. at 12.

[30] Id. at 82.

[31] Id. at 9-71.

[32] The Court denied the Heirs' petition and subsequent motion for reconsideration in the Decision promulgated on March 4, 2020 and in the Minute Resolution dated November 23, 2020, respectively. Id. at 242-253 and 324-325.

[33] Id. at 261-288.

[34] See Second Motion for Reconsideration (With Leave of En Banc), id. at 328-336.

[35] Id. at 329.

[36] See Comment To: Second Motion for Reconsideration (With Leave En Banc), id. at 341-347.

[37] See Manifestation, id. at 356-358.

[38] See Reply with Leave (On Comment of Respondent Ester Gabriel Dominguez Dated 18 March 2022), id. at 350-355.

[39] Section 2, Rule 52 of the Rules of Court provides: No second motion for reconsideration of a judgment or final resolution by the same party shall be entertained."

[40] Section 3, Rule 15, Internal Rules of the Supreme Court, A.M. No. 10-4-20-SC, approved on May 4, 2010.

[41] *Loya v. Philippine Veterans Bank*, 823 Phil. 302,330 (2015).

[42] 788 Phil. 321 (2016).

[43] Id. at 329-33 I.

[44] Section 10, Article II of the 1987 Constitution. 45 Section 2, Article XIII of the 1987 Constitution; Republic Act No. (RA) I I 99, entitled, "An Act to Govern the Relations Between Landholders and Tenants of Agricultural Lands (Leasehold and Share Tenancy)," approved on August 30, 1954.

[46] *Gatmaytan v. Misibis land, Inc.*, G.R. No. 222166, June 10, 2020, citing *Sps. Aboitiz v. Sps. Po*, 810 Phil. 123, 137 (2017). Italics supplied.

[47] RA 3844, approved on August 8, 1963, as amended by RA 6389, approved on September 10, 1971.

[48] Section 11, RA 3844, as amended by RA 6389.

[49] Section 12, RA 3844, as amended by RA 6389.

[50] RA 3844, as amended by RA 6389.

[51] 489 Phil. 769 (2005).

[52] *Milestone Realty & Co., Inc., v. Court of Appeals*, 431 Phil. 119, 133 (2002).

[53] *Sps. Aboitiz v. Sps. Po*, 810 Phil. 123, 140(2017), citing *Toledo v. Court of Appeals*, 765 Phil. 649, 658 (2015).

[54] See *White Marketing & Development Corporation v. Grandwood Furniture & Woodwork, Inc.*, 800 Phil. 845, 857-858 (2016), citing *The City of Davao v. The Intestate Estate of Amado S. Dalisay*, 764 Phil. 171, 185

(2015).

[55] Rollo, p. 94.

[56] RA 3844.

[57] As pointed out by Associate Justice Amy C. Lazaro-Javier, the Court now revisits *Manuel v. Court of Appeals*, 204 Phil. I 09 (1982).

[58] *Id.* at 115.

[59] Rollo, pp. 80-81.

[60] See *Gatmaytan v. Misibis Land. Inc.*, *supra* note 46.

[61] G.R. No. 252467, June 21, 2021.

[62] *Id.*

[63] Rollo, p. 81.

[64] Section 53, Presidential Decree No. 1529, otherwise known as the Property Registration Decree, approved on June 11, 1978.

[65] See also *Estrella v. Francisco*, 788 Phil. 321, 332-335 (2016).

[66] *Springsun Management Systems Corp. v. Camerino*, *supra* note 51 at 790, citing *Mallari v. Court of Appeals*, 244 Phil. 518 (1988).

[67] Rollo, p. 95.

[68] *Id.* at 18.

[69] See *Gatmaytan v. Misibis land, Inc.*, *supra* note 46.

SEPARATE CONCURRING OPINION

GESMUNDO, C.J.:

I write to respectfully share my views on whether the Court¹ should reinstate the complaint of the Heirs of Nicanor Garcia (petitioners) and direct the trial court to continue with the proceedings in Civil Case No.325-M-2016.

This case traces its roots to a Complaint for Reconveyance of Ownership, Possession and Property, Breach of Agreement/Undertaking, Cancellation of Titles, Nullity of Deeds of Sale, and Damages filed by petitioners against Spouses Dominador J. Burgos (Dominador) and Primitiva I. Burgos, Spouses Filip Gerard V. Burgos (Filip) and Marites A. Burgos, and Ester Gabriel Dominguez (Ester) (collectively referred to as respondents) over certain lots, which were portions of a parcel of land with an area of 8,115 square meters (sq. m.) located in Barangay Daungan, Guiguinto, Bulacan belonging to Fermina Francia (Fermina).[1]

Per the Court's March 4, 2020 Decision,[2] petitioners alleged in their complaint that sometime in June 1980, Fermina designated Nicanor Garcia (Nicanor) as the legal transferee or legitimate tenant (*kasama*) to possess, own, and cultivate the 8,115 sq. m. parcel of land. Dominador was one of Nicanor's agricultural workers.[3] The complaint further alleged that Nicanor had been in actual possession of the land and had purportedly cultivated the same from 1980 until his death on June 23, 2010. Supposedly, Nicanor shouldered all expenses in farming the

land. In turn, Dominador would give the harvest from the land to Nicanor and his wife.[4]

In a Deed of Absolute Sale dated February 8, 1999, Fermina transferred a portion of the land with an area of 2,705 sq. m. to Dominador.[5] Later, Dominador divided the land sold to him into smaller lots and disposed of some of them. As a result, separate transfer certificates of title (TCTs) were issued in the names of Dominador, Ester, and Filip over these lots.[6] Petitioners filed a complaint seeking the reconveyance of these parcels of land back to them.[7]

In its Orders dated June 7, 2017 and November 23, 2017[8] (RTC Orders), the Regional Trial Court of Malolos, Bulacan, Branch 7 (RTC) dismissed the complaint without trial on the ground of lack of cause of action, lack of personality on the part of petitioners to sue, and prescription.[9]

On direct appeal under Rule 45 of the Rules of Court assailing the RTC Orders, the Court denied petitioners' appeal and subsequent motion for reconsideration in its March 4, 2020 Decision and November 23, 2020 Resolution, respectively.[10]

Petitioners then filed the instant Second Motion for Reconsideration with Leave of En Banc.[11]

The ponencia granted the second motion for reconsideration. It declared that, while the general rule is that second and subsequent motions for reconsideration are prohibited, the Court en banc, by exception and at its discretion, may entertain a second motion for reconsideration "in the higher interest of justice." It observed that upholding the RTC Orders would deprive petitioners of the basic opportunity to prove their claim over the disputed portions of land.[12]

In sustaining the second motion for reconsideration, the ponencia essentially maintained that the RTC's finding - that petitioners' cause of action has prescribed because more than ten (10) years have passed from the issuance of the TCTs over the subject lots when the complaint was filed - is misplaced. The ponencia held that "[a]n action for reconveyance based on the agricultural lessee's right of redemption prescribes after 180 days from written notice of the sale,"[13] citing *Springsun Management Systems Corp. v. Camerino*[14] (*Springsun*) which referred to Section 12, paragraph 1[15] of Republic Act No. (RA) 3844,[16] as amended by RA No. 6389.[17] Since there was no written notice of sale to petitioners, the prescriptive period had not yet begun.

I respectfully give a separate view.

It is my humble opinion that petitioners' current cause of action in their complaint is one for reconveyance, not redemption. Said cause of action for reconveyance has prescribed. Nonetheless, I concur with the reinstatement of the case before the trial court provided that petitioners amend their complaint to reflect a cause of action for redemption, in accordance with Section 3, Rule 10 of the 2019 Revised Rules of Civil Procedure. Based on the allegations of the amended complaint, the trial court shall then determine whether it has jurisdiction over the case. In all instances, petitioners shall pay the proper redemption price to the landowner in the exercise of their right to redeem, if any.

Petitioners' cause of action in their complaint is one for reconveyance, not redemption. Said cause of action for reconveyance has prescribed.

It is well-established that a cause of action for reconveyance "prescribes in 10 years from the time of the issuance of the Torrens title over the property." [18] Applying the foregoing to this case, it is apparent that petitioners' cause of action for reconveyance had prescribed since the TCTs over the subject lots were issued on February 12, 1999

and petitioners filed the complaint for reconveyance on June 2, 2016.[19] Evidently, around seventeen (17) years have passed since the TCTs were issued. This is well-beyond the prescriptive period for an action for reconveyance.

The ponencia, however, declares that petitioners' cause of action has not yet prescribed because an action for reconveyance based on the agricultural lessee's right of redemption prescribes after 180 days from written notice of the sale. To bolster its position, it cites the Court's ruling in *Springsun*.

I respectfully share a different perspective.

At this juncture, it must be emphasized that there is a notable difference between a cause of action for redemption under Sec. 12 of R.A. No. 3844, as amended by R.A. No. 6389, and a cause of action for reconveyance.

The lessee's right of redemption is provided for in Sec. 12 of said law, which states:

Sec. 12. Lessee's Right of Redemption. - In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of the redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

Upon the filing of the corresponding petition or request with the department or corresponding case in court by the agricultural lessee or lessees, the said period of one hundred and eighty days shall cease to run.

Any petition or request for redemption shall be resolved within sixty days from the filing thereof; otherwise, the said period shall start to run again.

The Department of Agrarian Reform shall initiate, while the Land Bank shall finance, said redemption as in the case of pre-emption. (Emphases supplied)

Jurisprudence provides that, under RA No. 3844, "x x x the right of redemption is validly exercised upon compliance with the following requirements: (a) the redemptioner must be an agricultural lessee or share tenant; (b) the land must have been sold by the owner to a third party without prior written notice of the sale given to the lessee or lessees and the [Department of Agrarian Reform (DAR)]; (c) only the area cultivated by the agricultural lessee may be redeemed; and (d) the right of redemption must be exercised within 180 days from written notice of the sale by the vendee." [20]

In addition to the foregoing, the Court has categorically held that for a proper exercise of the right of redemption by the agricultural lessee, there must be tender or consignment of the redemption price:

An offer to redeem is validly effected through: (a) a formal tender with consignment, or (b) a complaint filed in court coupled with consignment of the redemption price within the prescribed period. In making a repurchase, it is not sufficient that a person offering to redeem merely manifests his desire to repurchase. This statement of intention must be accompanied by an actual and simultaneous tender of payment of the full amount of the repurchase price, i.e., the consideration of the sale, otherwise the offer to redeem will be held ineffectual.[21] (Emphases in the original)

The Court added in another case that "[a]fter the amendment of Section 12 of the Code, a certification from the Land Bank that it will finance the redemption will also suffice in lieu of tender of payment or consignment." [22]

Necessarily, a complaint for redemption must specifically allege the foregoing to set out a cause of action for the same.

On the other hand, "[a]n action for reconveyance is a legal and equitable remedy that seeks to transfer or reconvey property, wrongfully registered in another person's name, to its rightful owner." [23] A complaint for reconveyance must allege the following requisites: "(1) the action must be brought in the name of a person claiming ownership or dominical right over the land registered in the name of the defendant; (2) the registration of the land in the name of the defendant was procured through fraud or other illegal means; (3) the property has not yet passed to an innocent purchaser for value; and (4) the action is filed after the certificate of title had already become final and incontrovertible but within four years from the discovery of the fraud, or not later than ten (10) years in the case of an implied trust." [24]

Springsun is not squarely applicable to the current complaint of petitioners before the RTC.

The ponencia essentially relies on Springsun to explain that an action for reconveyance may be treated or converted to an action for redemption, hence, the action for redemption is not bound by the 10-year prescriptive period. The esteemed ponente, in his letter dated October 12, 2022, stated that "x x x the trial court [in Springsun] treated/converted the same as/to an action for redemption taken that the allegations in the complaint set out that the plaintiffs were tenants who were deprived of their right to redeem/purchase the leased property." [25]

However, I must respectfully point out that Springsun clearly involved a cause of action for redemption, not reconveyance. The Court therein expressly noted that "[t]he complaint, although captioned 'For: Prohibition/Certiorari, Reconveyance/Redemption, Damages, Injunction with Preliminary Injunction and Temporary Restraining Order,' is actually an action for redemption." [26] In other words, from the very beginning, based on the allegations of the complaint, the action in Springsun was for redemption. Thus, the action for reconveyance/redemption in Springsun was not merely "treated/converted" to an action for redemption; rather, the allegations of the complaint therein already constituted an action for redemption.

It is well-established that "[t]he nature of an action, as well as which court or body has jurisdiction over it, is determined based on the allegations contained in the complaint of the plaintiff, irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein. The averments in the complaint and the character of the relief sought are the ones to be consulted." [27]

In Springsun, while the complaint was denominated as one for reconveyance/redemption, the allegations in the complaint set out a cause of action for redemption. This is evident in the following excerpt from Springsun summarizing the allegations in the complaint:

Respondents alleged in their complaint that since 1967, they have been in continuous peaceful possession of the lots as tenants of Victoria Homes. However, without their knowledge, Victoria Homes sold the lots to petitioner. In order to prevent them from exercising their right of redemption, petitioner mortgaged the lots to Banco Filipino. [In the early part of 1994, petitioner, Banco Filipino and its sister company, Pilar Development Corporation, called respondents to a conference wherein petitioner pledged to pay each of them P2,000,000.00 if they will not exercise their right of redemption. However, petitioner failed to comply with its commitment which, apparently, was a mere scheme to deprive them of their right of redemption. In fact, petitioner filed with the MeTC complaints for forcible entry against their (respondents') farm helpers. They thus prayed inter alia that pending the resolution of their complaint, the RTC enjoin the MeTC from proceeding with the forcible entry cases and that after trial, judgment be rendered authorizing them to exercise their right of redemption of the lots.] [28]

That the action in Springsun is one for redemption is bolstered by the relief granted by the trial court to therein respondents, who were the complainants. The fallo of the trial court's January 25, 2002 Decision reads as follows:

WHEREFORE, judgment is hereby rendered as follows:

I. Declaring the plaintiffs (now respondents) are entitled to redeem, and ordering the defendant Springsun Management Systems Corporation (now petitioner) to allow plaintiffs to redeem the landholdings in question within 180 days from finality of this decision at the total price of P9,790,612.00; upon full payment of the redemption price, the defendant Springsun Management Systems Corporation is ordered to deliver (to) plaintiffs the titles and the corresponding Deed of Redemption so that the titles to the properties in litigation can be transferred in the name of the plaintiffs;

2. Declaring plaintiffs entitled to possession, and ordering the defendant Springsun Management Systems Corporation and all persons claiming under it to vacate the lands in question and to surrender the same to the plaintiffs;

x x x x

SO ORDERED.[29]

The foregoing readily reveals that the action in Springsun was one for redemption. Again, from the inception of the action, the complainants in Springsun intended to redeem the property, specifically asserting their right to do so. An exercise of the right to redeem involves the payment of a redemption price, which the complainants in Springsun offered to do. Simply, there was no need to convert the action from reconveyance to redemption or treat it as such because it was an action for redemption from its inception.

In contrast, herein petitioners evidently seek reconveyance, not redemption. This is apparent from the allegations in petitioners' complaint, which sought the reconveyance of the subject lots and did not even discuss the aspect of redemption. The Court, in its March 4, 2020 Decision, summarized the allegations in petitioners' complaint as follows:

In June 1980, landowner Fermina Francia (Francia), with the conformity of the previous tenant Juan De Armas, designated Garcia as the legal transferee or legitimate tenant (kasama) to possess, own, and cultivate a parcel of land, with an area of 8,115 square meters (sq. m.), situated in Brgy. Daungan, Guiguinto, Bulacan. Dominador was one of Garcia's agricultural workers. Garcia commenced actual possession and cultivation of the land from 1980 until his death on June 23, 2010. Garcia shouldered all the expenses in farming the land. In turn, Dominador would give the harvest from the land to Garcia and his wife Priscila.

On November 24, 2008, Garcia discovered that about one-third of the land, or 2,705 sq. m., was unlawfully assigned to Dominador. The land assigned to Dominador was further subdivided into six small lots with their respective issued titles, as follows:

- (1) Lot 815-8, with an area of 486 sq. m., under Transfer Certificate of Title (TCT) No. T-197871 in the name of Dominguez;
- (2) Lot 815-C, with an area of 486 sq. m., under TCT No. T- 126116 in the name of Dominador;
- (3) Lot No. 815-D, with an area of 485 sq. m., under TCT No. T-288493 in the name of Filip;
- (4) Lot No. 815-E, with an area of 485 sq. m., TCT No. T- 126118 in the name of Filip;
- (5) Lot No. 815-F, with an area of 589 sq. m., TCT No. T- 126119 in the name of Dominador; and
- (6) Lot No. 815-G, with an area of 174 sq. m., under TCT No. T-126120 in the name of Dominador.

On the date of his discovery of the subdivision of the land, Garcia executed a letter-authority in favor of his nephew, Basilio C. Ignacio and Jose V. Doblada to administer and fix the land. Garcia likewise filed a complaint against Dominador for illegal titling, selling, and reconveyance before the barangay chairman of Brgy. Daungan,

Guiguinto, Bulacan. Dominador promised to reconvey, at his expense, to Garcia the four lots he has not yet sold to another person.

Francia died on November 1, 2000, eight years prior to Garcia's discovery of the subdivision of the land.

Petitioners further alleged that while they were on vacation in the Philippines, they learned about the agreement between Garcia and

Dominador regarding the return of the four lots. They sought the help of the barangay captain of Daungan for the return of the lots, but Dominador failed to comply with his promise to Garcia. The subdivision and sale of the lots deprived them of the use and fruits of the land. They sent Dominador a demand letter, dated February 25, 2016, for reconveyance of the lots. When Dominador still failed to reconvey the lots, petitioners filed the complaint docketed as Civil Case No. 325-M-2016 against respondents.

Finally, petitioners alleged that Dominador committed fraud, falsification of document, and misrepresentation when he acquired the titles to the six parcels of land."^[30]

Further, it must be pointed out that petitioners' prayer in their current complaint before the RTC, as quoted by the ponencia,^[31] does not mention that petitioners are seeking the redemption of the subject lots. In fact, their prayer expressly pleads for respondents to reconvey to them the subject parcels of land or for respondents to transfer to them the ownership of the subject parcels of land without any mention of the payment of a redemption price:

WHEREFORE, it is most respectfully prayed that after due notice and hearing, a Decision be issued in favour of the plaintiff by -

1) Ordering the defendants to RECONVEY to the plaintiffs ("Heirs") the parcels of land covered by Transfer Certificate[s] of Title issued by the Register of Deeds of Guiguinto, Bulacan with Nos. -

(i) T-197871 (Lot 815-B)

(ii) T-126116 (Lot 815-C)

(iii) T-288493 (Lot 815-D)

(iv) T-271761 (Lot 815-E)

(v) T-126119 (Lot 815-F); and

(vi) T-126120 (Lot 815-G)

2) In the alternative, DECLARING defendant Dominador Burgos guilty of Breach of xx x undertaking thereby ORDERING the defendant Dominador Burgos to comply with the x x x Undertaking xx x by TRANSFERRING ownership in the name of the plaintiff the four (4) titles xx x specifically, TCT Nos. T-126116, T-126117 (now T-288493), T-126119 and T-126120 x x x[.] (emphases and underscoring supplied)

It must also be underscored that petitioners did not offer to pay a redemption price, which is obligatory for a valid exercise of the right to redeem. Also, there is no allegation as to a redemption price or the proper amount for it. Aside from failing to allege that they are willing to offer to pay a redemption price, it is also doubtful whether petitioners consigned the redemption price when they filed the instant complaint before the trial court. Thus, the instant complaint cannot be characterized, treated, or converted into one for redemption since the salient requirements for the exercise of such right is indisputably missing from the allegations and the prayer.

In view of the foregoing considerations, it is respectfully submitted that petitioners' cause of action in their current complaint is one for reconveyance, not redemption. Springsun is not applicable since the action herein does not

involve redemption. Accordingly, the applicable prescriptive period is that for an action for reconveyance - which is ten (10) years reckoned from the date of the issuance of the certificate of title because the adverse party, in registering the land, repudiates the implied trust.[32]

To reiterate, Dominador registered title over the subject parcels of land on February 12, 1999. Petitioners filed the instant case on June 2, 2016. More than 17 years have passed; thus, their cause of action in the current complaint for reconveyance had prescribed.

Reinstatement of the case before the trial court is proper provided petitioners amend their complaint to reflect a cause of action for redemption and that the proper redemption price be paid to the landowner.

Nonetheless, I concur with the reinstatement of the case before the trial court for further proceedings. This is on the basis that petitioners amend their complaint to reflect a cause of action for redemption under Sec. 12 of RA No. 3844, as amended. Based on such allegations, the trial court shall determine if it has jurisdiction over the complaint.

This concurrence is made in view of the State policy of "emancipating agricultural tenants from the bondage of the soil. The State adopts a policy of promoting social justice, establishing owner cultivatorship of economic-size farms as the basis of Philippine agriculture, and providing a vigorous and systematic land resettlement and redistribution program." [33] This State policy guides the Court in granting this second motion for reconsideration and affording petitioners an opportunity to establish their entitlement to redemption of the subject property.

Sec. 3, Rule 10 of the 2019 Amendments to the 1997 Rules of Civil Procedure [34] provides for amendments by leave of court:

Section 3. Amendments by leave of court. - Except as provided in the next preceding [S]ection, substantial amendments may be made only upon leave of court. But such leave shall be refused if it appears to the court that the motion was made with intent to delay [or] confer jurisdiction on the court, or the pleading stated no cause of action from the beginning which could be amended. Orders of the court upon the matters provided in this [S]ection shall be made upon motion filed in court, and after notice to the adverse party, and an opportunity to be heard.

It is noteworthy that, save for the portions underlined in the quoted provision, Sec. 3 was adopted from the text of the 1997 Revised Rules of Court. On this score, the Court previously noted that Sec. 3 allows for an amendment of the complaint which substantially alters the cause of action:

Interestingly, Section 3, Rule 10 of the 1997 Rules of Civil Procedure amended the former rule in such manner that the phrase "or that the cause of action or defense is substantially altered" was stricken-off and not retained in the new rules. The clear import of such amendment in Section 32 Rule 10 is that under the new rules, "the amendment may (now) substantially alter the cause of action or defense." This should only be true, however, when despite a substantial change or alteration in the cause of action or defense, the amendments sought to be made shall serve the higher interests of substantial justice, and prevent delay and equally promote the laudable objective of the rules which is to secure a "just, speedy and inexpensive disposition of every action and proceeding." [35] (Emphasis and underscoring supplied)

This observation remains true for the current iteration of Sec. 3, Rule 10. However, with the amendments introduced by the 2019 Amendments to the 1997 Rules of Civil Procedure, a substantial amendment may not be done to confer jurisdiction on the court or cause a complaint to state a cause of action where there was none from

the beginning which could be amended.

Here, as elucidated in the preceding discussion, petitioners' complaint stated a cause of action, albeit one for reconveyance. To serve the higher interests of substantial justice and to effectuate the State policy of emancipating agricultural tenants from the bondage of the soil, upon reinstatement with the trial court, petitioners may substantially amend their complaint to constitute a cause of action for redemption.

Depending on the allegations in the amended complaint, the trial court must assess whether it has jurisdiction over the same. If jurisdiction lies elsewhere, the trial court must dismiss the amended complaint for lack of jurisdiction over the subject matter.

At this juncture, it must be emphasized that a complaint for redemption under Sec. 12 of RA No. 3844, as amended, may only be entertained if it is accompanied by consignment of the redemption price.

The Court's disquisition in *Perez v. Aquino*[36] is illuminating. In said case, the landowner failed to notify the tenant of the sale of the land to a third person. The Court held that there is no prescription to speak of since it was established that respondent was never notified of the sale. However, the Court held that respondent was not able to validly exercise his right of redemption. Since he elected to exercise his right to redeem by filing a complaint in court, he should have complied with the requirements for a valid and effective exercise of such right: the filing of the complaint should have been accompanied by the consignment of the redemption price to show his willingness and ability to pay. Since he failed to do so, there was no valid exercise of the right to redeem the subject land. Thus, the dismissal of the complaint for redemption was in order.[37]

To recapitulate, it is my belief that petitioners' current complaint stated a cause of action for reconveyance and that said cause of action has prescribed. Nevertheless, in view of the State policy to emancipate agricultural tenants from the bondage of the soil, I concur with the reinstatement of the case with the trial court provided that petitioners amend their complaint to state a cause of action for redemption under Sec. 12 of RA No. 3844, as amended. Based on the allegations in the amended complaint, the trial court shall determine if it has jurisdiction over the complaint or if the same is properly cognizable elsewhere. In all instances, petitioners shall properly pay the redemption price to the landowner for the subject lots.

WHEREFORE, I vote to GRANT the petition and REINSTATE the case for further proceedings before the Regional Trial Court of Malolos, Bulacan, Branch 7.

[1] Ponencia, p. 1.

[2] *Heirs of Nicanor Garcia v. Burgos*, G.R. No. 236173, March 4, 2020, 934 SCRA 479.

[3] *Id.*

[4] *Id.*

[5] *Id.*

[6] *Id.*

[7] Ponencia, pp. 2-3.

[8] *Heirs of Nicanor Garcia v. Burgos*, *supra* at 485-486.

[9] *Id.*

[10] Ponencia, p. 5.

[11] Id. at 1.

[12] Id. at 5-7.

[13] Id. at 12.

[14] 489 Phil. 769 (2005).

[15] SEC. 12. Lessee's Right of Redemption. - In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of the redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

[16] Otherwise known as "Agricultural Land Reform Code;" Approved on August 8, 1963.

[17] An Act Amending Republic Act Numbered Thirty-Eight Hundred and Forty-Four, as Amended, Otherwise known as the Agricultural Land Reform Code, and for Other Purposes: Approved on September 10, 1971.

[18] *Spouses Aboitiz v. Spouses Po*, 810 Phil. 123, 142 (2017).

[19] Ponencia, pp. 4-5.

[20] *Perez v. Aquino*, 783 Phil. 502, 509 (2016), citing *Rupa, Sr. v. Court of Appeals*, 380 Phil. 112, 123 (2000).

[21] *Castro v. Mendoza, Sr.*, 809 Phil. 789, 823 (2017).

[22] *Estrella v. Francisco*, 788 Phil. 321, 334 (2016).

[23] *Sps. Yabut v. Alcantara*, 806 Phil. 745, 758 (2017).

[24] Id.

[25] Letter of Associate Justice Henri Jean Paul B. Inting dated October 12, 2022, p 1.

[26] *Supra* note 14 at 774-775.

[27] *Padlan v. Spouses Dinglasan*, 707 Phil. 83, 91 (2013)

[28] *Supra* note 14 at 775.

[29] Id. at 777.

[30] *Heirs of Nicanor Garcia v. Burgos*, *supra* note 2 at 482-483.

[31] Ponencia, *supra* note 1 at 2-3.

[32] *Uy v. Court of Appeals*, 769 Phil. 705, 720 (2015).

[33] *Estrella v. Francisco*, *supra* note 22 at 330.

[34] A.M. No. 19-10-20-SC - Supreme Court Resolution dated October 15, 2019 approving the 2019 Proposed Amendments to the 1997 Rules of Civil Procedure (Effective on May 1, 2020).

[35] Sps. Valenzuela v. Court of Appeals, 416 Phil. 289, 298-299 (2001).

[36] Supra note 20.

[37] Id. at 510-511.

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