

SILVESTRE ESPAÑOL, PETITIONER, VS. HON. COURT OF APPEALS AND MARIANO DELA CERNA, RESPONDENTS.

G.R. No. 53830. September 21, 1983

Ponente: MELENCIO-HERRERA, J.

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MELENCIO-HERRERA, J.:

These two cases trace their roots to CAR Case 317 of the then Court of Agrarian Relations (CAR), Iligan City. That was an action instituted by tenant Silvestre ESPAÑOL against landowner Mariano DE LA CERNA for reinstatement and payment of backshares and damages. Judgment therein having been adverse to DE LA CERNA, the latter appealed to the former Court of Appeals (CA for short). Pending appeal, ESPAÑOL was reinstated.[1]

The background facts, as summarized by the Appellate Court, are as follows:

"Sometime in March, 1974, defendant-appellant Mariano dela Cerna executed an agreement in writing with Silvestre Espanol, plain-tiff-appellee (Exhs. C & C-1), under the terms of which, a three-hectare land of appellant would be worked by appellee. One-third of the landholding was planted to palay, and the sharing was 50-50; another third was planted to corn, and the sharing was 60-40 in favor of the appellee; while the last third was planted to coconuts, the sharing being 1/3?2/3, in favor of appellant. The written agreement stipulated that it would be for a term of two years. Appellee was to stay in a house in that landholding which he would purchase from appellant for P50.00, on condition that, at the end of the two years, the house would be returned to appellant with the latter also returning the P50.00 to appellee.

Come March, 1976, appellant began to take charge of working the landholding, but appellee re-mained in the house. On March 17, 1976, appellee through Exhibit 4-A, surrendered the landholding to ap-pellant; but he (appellee) later on claimed he executed it through intimidation. On August 2, 1977, appellee filed the complaint in the case below praying for rein-statement as a tenant in the land-holding.

After trial, the lower court sustained appellee's complaint on the ground that the agreement of March, 1974, limiting the term thereof to two years, was against the law; and that the surrender of the landholding through Exhibit 4-A was not voluntary on the part of appellee. In addition to appellee's share is a tenant; he was awarded moral and exemplary damages. Parenthetically, such damages should not have been granted even if appellee was entitled to reinstatement. The case below was due to appellee's adherence to a 2-year contract, and he was partly responsible for the controversy between the parties."

In the Decision promulgated on December 14, 1979, the Appellate Court reversed the appealed judgment and dismissed the Complaint holding that:

"We have resolved to reverse. x x x It is also to be conceded that the agreement of March, 1974 (Exhs. C & C-1), was against the law, and it is precisely for that reason that we are reversing the appealed decision.

Under Article 1412(1) of the Civil Code, it is provided that agreements against the law are void, and when both parties, as in this case, are in *pari delicto* neither one can sustain a complaint against the other. Inasmuch as appellee has already been evicted from the landholding, he should not be allowed to be reinstated pursuant to

the cited provision of the Civil Code."

On December 24, 1979, a copy of the CA Decision was received by the Bureau of Agrarian Legal Assistance, Ministry of Agrarian Reform, as ESPAÑOL's counsel, addressed at Diliman, Quezon City, as shown by the Registry Return Receipt, which was attached to the certification of the Clerk of Court of the Appellate Court.[2] ESPAÑOL claims that he was not informed of said CA Decision. DE LA CERNA received his copy of the Decision on December 29, 1979.

On February 12, 1980, Entry of Judgment was made by the Appellate Court stating that the judgment had become final and executory on January 9, 1980.[3]

On February 26, 1980, the CA remanded the records to the CAR,[4] and on March 10, 1980, the CAR notified the parties and their counsel of its receipt of the records from the CA.[5] The notice from CAR to ESPAÑOL's counsel was addressed to "Atty. Ricardo L. Salvañera, MAR, Kapatagan, Lanao Norte." [6]

ESPANOL acknowledges receipt of said notification and alleges that, for the first time, he personally learned of the CA Decision on March 19, 1980.[7]

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On April 12, 1980, ESPAÑOL through Ids new counsel filed this Petition for Review on Certiorari of the CA Decision (G.R. No. L-53830) alleging that he learned of said Decision only on March 19, 1980 and that the Petition was filed well within the thirty days period to appeal. On May 14, 1980, we gave due course.

On May 26, 1980, DE LA CERNA filed a Motion to Dismiss alleging receipt by ESPAÑOL's counsel of the CAR Decision on December 24, 1979, a notice binding upon the client, and since no appeal had been interposed within the reglementary period, the judgment had become final and executory.[8] We noted the Motion for the time being inasmuch as the Petition had been given due course.

Further proceedings before CAR

In the meantime, on April 7, 1980, upon DE LE CERNA's motion and over ESPANOL's objection, the CAR, pursuant to the CA Decision, issued a Writ of Execution ordering the return of the landholding to DE LA CERNA.[9] On April 11, 1980, the Sheriff placed DE LA CERNA in possession.[10]

On June 10, 1980, ESPAÑOL sought to set aside the Order of Execution of April 7, 1980 asserting that execution was premature because of the pendency of this Petition before this Court, which had been given due course.[11] DE LA CERNA opposed stating that the CA Decision had become final and that this Court's Resolution giving due course to ESPAÑOL's petition was because of the latter's misrepresentation that he had received copy of the CA Decision only on March 19, 1980.[12]

Resolving ESPANOL's Motion, on July 23, 1980, the CAR set aside its Order of Execution and reinstated ESPANOL to the landholding stating that considering the pendency of G. R. No. L-53830, the Order of April 7, 1980 ejecting ESPAÑOL violated Section 2, Rule 19 of the Uniform Rules of Procedure of the Court of Agrarian Relations.[13] DE LA CERNA's Motion for Reconsideration was denied on July 30, 1980.

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Thus, on August 29, 1980, DE LA CERNA filed a Petition for Certiorari and Prohibition before this Court (L-54751) attacking the CAR Order dated July 23, 1980, reinstating ESPAÑOL, as null and void and in excess of jurisdiction. The Petition was similarly given due course, and the cases were ordered consolidated.

Resolution

There is no question that if the date of service on ESPAÑOL were to be reckoned from the date that BALA, at Diliman, Quezon City, had received the CA Decision, ESPAÑOL's Petition for Review before this Court (L-53830) would have been filed beyond the thirty-day reglementary period. However, the Appellate Court erred in sending copy of the CA Decision to BALA, MAR, Diliman, Quezon City. It should have been sent instead to the "MAR Office, Kapatagan, Lanao del Norte" in the same manner that the notification of receipt of records by the CAR was sent to that address.[14] There is justification, therefore, for ESPAÑOL to claim that he was notified of the CA Decision only on March 19, 1980 after he had received the Notification of receipt of the records and of the CA Decision from the CAR.[15]

Consequently, ESPAÑOL's Petition for Review must be held to have been timely filed and DE LA CERNA's Motion to Dismiss accordingly denied. And while the Appellate Court had stated that ESPAÑOL should not be reinstated, that was upon the fact that he was no longer within the landholding (CA Decision, supra). However, in its Decision, the Appellate Court also went on to state:

"The indication is that following the provision enunciated in the Civil Code, a tenant under a void tenancy arrangement can no longer be reinstated once he loses possession of the landholding; otherwise, it will be tantamount to the enforcement of a void contract. However, if the tenant under the void contract continues in possession, he can neither be ejected under the same principle that the owner can not sue for the enforcement of the void agreement."

By virtue of the CAR Order dated July 23, 1980, ESPAÑOL had been ordered reinstated. That reinstatement was only proper because considering the pendency of G.R. No. L-53830 before this Court, the CA Decision holding that ESPAÑOL should not be reinstated had not become final. As of the CAR Decision of July 23, 1979, it was ESPAÑOL, who was put in possession and pursuant to the same CA Decision he can "neither be ejected under the same principle that the owner cannot sue for the enforcement of the void agreement".

It follows that the DE LA CERNA Petition in G.R. No. L-54751 challenging the CAR Order of July 23, 1980 ordering ESPAÑOL's reinstatement must perforce be dismissed.

In fine, the CAR correctly ordered the reinstatement of ESPAÑOL because the agreement limiting the term to 2 years is against the law. The Appellate Court should also be upheld in its having eliminated the award of damages to ESPAÑOL.

WHEREFORE, the Motion to Dismiss filed by Mariano de la Cerna in G. R. No. L-53830 is hereby denied. The Order of the former Court of Agrarian Relations, Branch VI, Iligan City, dated July 23, 1980, in CAR Case No. 317, ordering the reinstatement of Silvestre Espanol to the landholding in question is hereby upheld. The Decision of the Court of Appeals in CA-G.R. No. 09961-R, in so far as it eliminated the award of damages and payment of back shares to Silvestre Espanol, is hereby affirmed.

No costs.

SO ORDERED.

Teehankee, (Chairman), Plana, Relova, and Gutierrez, Jr., JJ., concur.

[1] p. 56, Rollo, L-53830.

[2] p. 51, *ibid.*

[3] p. 53, *ibid.*

[4] p. 54, *ibid.*

[5] p. 55, *ibid.*

[6] *ibid.*

[7] Memorandum, p. 3, p. 95, *ibid.*

[8] p. 38, *ibid.*

[9] p. 59, *ibid.*

[10] p. 4, Rollo, L-54751.

[11] p. 25, *ibid.*

[12] p. 27, *ibid.*

[13] "Execution when issued; exception – On motion of the prevailing party, the Court shall order execution of an order or decision that has already become final and executory."

"Appeal shall not stay the decision or order except when the ejectment of a tenant farmer, agricultural lessee or tiller, settler, or amortizing owner-cultivator is directed."

"When the decision is based on an amicable settlement, the same shall be executory only after the lapse of fifteen (15) days from notice" (underlining supplied)

[14] p. 55, Rollo, L-53830.

[15] *ibid.*

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