

TEOFILO ADRISOLA, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, FELICIANO SALAMANQUE AND SEGUNDO SABIO, RESPONDENTS.

G.R. No. 54133. November 16, 1984

Ponente: MELENCIO-HERRERA, J.

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MELENCIO-HERRERA, J.:

This is a petition for review of the Decision of the Court of Appeals (now Intermediate Appellate Court) in CA--G.R. No. 10292-CAR, which reversed the Decision of the Court of Agrarian Relations Branch II, Naga City, upholding PETITIONER's bona fide tenancy status and ordering his reinstatement.

Private respondent Feliciano SALAMANQUE is the owner of a riceland (the Landholding) situated at Ibayugan, Buhi, Camarines Sur, with an area of "50 topones". Sometime in 1957 according to PETITIONER, but only in 1975, according to SALAMANQUE, the latter mortgaged the land to Amando PINOY.

On April 5, 1977, PETITIONER filed a Complaint for recovery of the Landholding with damages before the Court of Agrarian Relations against private respondents alleging, among others, that sometime in January 1973, PINOY instituted him as tenant on the Landholding under a 50-50 sharing arrangement until the early part of 1976 when they entered into a leasehold contract, which was duly registered; that he had been regularly cultivating said land; that sometime in September 1976, while he was harrowing the Landholding, SALAMANQUE, who claimed to have redeemed the said land, wrested possession and cultivation by means of force, threats and intimidation. PETITIONER demanded that they vacate, but private respondents refused.

Private respondents denied the material allegations of the Complaint and defended by saying that, prior to February 21, 1975, the Landholding was neither tenanted nor cultivated by an agricultural lessee; that on February 21, 1975, SALAMANQUE mortgaged the Landholding to PINOY subject to the following stipulation:

"Meanwhile that I have not yet redeemed for the same amount of Four Thousand One Hundred Fifty (P4,150.00) Pesos, I am giving the possession of the above-mentioned riceland to Amando Pinoy, his heirs, and he is the one to transplant and benefit from the produce on the said riceland. I will not redeem this riceland if Amando Pinoy has not yet produced therefrom and I cannot also redeem if there are seedlings already planted on the riceland." (the original was in the Bicol dialect)[1] (Italics Supplied).

Continuing, they maintained that sometime in August 1976, S A L A M A N Q U E notified PINOY that he would redeem the Landholding after the incoming harvest, which took place on or about September 6, 1976; that on September 9, 1976; SALAMANQUE redeemed the Landholding and instituted his correspondent, Segundo Sabio, as tenant; that the institution of PETITIONER as tenant by PINOY on August 18, 1976 and the registration of the leasehold contract on August 24, 1976 just after PINOY was notified of the redemption date was in evident bad faith, illegal, and void; that PETITIONER had previously lodged a Complaint for reinstatement against private respondents before the Department of Agrarian Reform, Field Team No. 144 of Nabua, Camarines Sur; that on September 27, 1976, that agency issued a resolution declaring respondent Sabio as "the recognized and rightful

person to cultivate and occupy the land peacefully and to the exclusion of all others"; that PETITIONER filed another case directly with the Department of Agrarian Reform District Office No. 19, Naga City, which, after conducting an ex-parte investigation, declared PETITIONER the "rightful tenant of the Landholding in dispute"; that private respondents filed a motion for reconsideration which was still pending at the time PETITIONER filed suit for reinstatement before the CAR.

Finding that PETITIONER was a bona fide tenant, and later an agricultural lessee, the CAR on June 4, 1979, rendered judgment, inter alia, "declaring the petitioner as the bona fide tenant, now agricultural lessee, and the respondent Feliciano SALAMANQUE, as the landholder-agricultural-lessor of the landholding in question," and "ordering the respondents or any person or persons acting for and in their behalf to vacate the landholding in question x x x and to deliver the possession thereof to the petitioner and, thereafter, to maintain the petitioner in the peaceful possession and cultivation thereof as agricultural lessee thereon with all the other rights granted and obligations imposed under existing tenancy laws and Presidential Decrees on land reform."

On appeal, respondent Appellate Court reversed the Trial Court and dismissed the Complaint on the main grounds that PETITIONER had no cause of action by reason of failure to exhaust administrative remedies, and that the deed of mortgage between SALAMANQUE and PINOY contained a prohibition against the institution of a tenant.

We sustain the Appellate Court on the second ground inasmuch as the requirement that no recourse to Courts can be had until all administrative remedies have been exhausted, is not absolute. It is subject to certain exceptions. It is not applicable where the question involved is essentially judicial, as in this case where the controversy revolves around the interpretation of a contractual stipulation.[2]

We agree with the Appellate Court that the stipulation in the deed of mortgage that the mortgagee PINOY "is the one to transplant" on the Landholding is tantamount to a prohibition against the institution of a tenant. Although transplanting is merely one of the phases of farming and cultivation, it is evident that what was really meant was that the mortgagee himself was to cultivate the Landholding personally. That such was the intent is shown by the fact that since 1957 when the verbal mortgage was constituted, it was the mortgagee, PINOY, who had been cultivating the Landholding personally although through hired laborers, one of whom was PETITIONER. The requirement of personal cultivation was documented in 1975.

PETITIONER's alleged institution as tenant by PINOY in 1973, and as agricultural lessee in 1976, was in violation of the mortgage contract, aside from the fact that the institution as agricultural lessee was apparently made in bad faith inasmuch as prior to the execution of the agricultural lease contract on August 18, 1976, and its registration on August 24, 1976, SALAMANQUE had already notified PINOY of his (SALAMANQUE's) intention to redeem the Landholding. The institution of tenancy having been prohibited, PINOY, as the mortgagee, could not be considered as an "agricultural lessor" or a "legal possessor" within the meaning of Section 10[3] and 166(3)[4] of the Code of Agrarian Reforms (RA No. 3844) such that by reason of the redemption, SALAMANQUE would be subrogated to the rights and substituted to the obligations of the agricultural lessor. It will have to be held, therefore, that the institution of respondent Sabio as the tenant by the landowner, SALAMANQUE, was valid as within the latter's right.

WHEREFORE, the judgment under review is hereby affirmed, without pronouncement as to costs.

SO ORDERED.

Teehankee, Acting C.J., Plana, Relova, Gutierrez, Jr., and De La Fuente, JJ., concur.

[1] Original Records, p. 147.

[2] See *Bueno vs. Patanao, et als.*, 9 SCRA 794 (1963).

[3] "SEC. 10. Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc. - The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor."

[4] "SEC. 166. Definition of Terms. - As used in Chapter I of this Code:

xxx xxx xxx

(3) Agricultural lessor means a person, natural or juridical, who, either as owner, civil law lessee, usufructuary, or legal possessor, lets or grants to another the cultivation and use of his land for a price certain.

xxx xxx xxx"

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