

FILOMENO QUILLIAN, PETITIONER, VS. HON. COURT OF APPEALS, SILVERIO ALIT, PRIMO ESLEYER AND CONSTANCIO GEOLINGO, RESPONDENTS.

G.R. No. 55457. January 20, 1989

Ponente: PARAS, J.

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PARAS, J.:

Before Us is a petition to review by certiorari the decision of the Court of Appeals in CA-G.R. No. 10748-CAR[*], which set aside the decision of the trial court in CAR Case No. 5561 and ordered the remanding of the records of the case to the court a quo for referral to the Minister of Agrarian Reform or his duly authorized representative pursuant to Sec. 2 of Pres. Decree No. 316 and thereafter for the lower court to decide the case accordingly.

The antecedent facts of the case are as follows:

Respondent herein, Silverio Alit, is the owner of Lot. No. 888-A, Bago Cadastre, with an area of 15.1480 hectares and leased to respondent Constancio Geolingo under a contract (Exh. "5") for a period of six (6) agricultural crop years, commencing from agricultural crop year 1972-1973 and terminating in crop year 1977-78, stipulating therein that the lessee Constancio Geolingo "should not hire or place tenants in the leased premises during the duration of the contract, and upon the termination of the Contract of Lease, the Lessee binds himself to return or deliver back the premises free from any tenant." (p. 58, Rollo)

On May 3, 1974, petitioner Quillian together with one Bienvenido Clapis signed a document (Exh. "1") executed in the local Ilongo dialect declaring that they would work as paid laborers and not as tenants of Constancio in the landholding in question for the period covering the duration of the lease of Constancio Geolingo.

After the expiration of the lease to Constancio Geolingo, Silverio Alit, the owner of the land, leased the property to private respondent Primo Esleyer under a Contract of Sale on Installments with Lease (Exh. "6") wherein it was expressly stated that the land was free from any tenant and that during the term of the lease, the lessee shall not introduce or allow tenants on the property otherwise the lessee would be liable for the sum of Twenty Thousand Pesos (P20,000.00) per hectare for each hectare of land occupied by a tenant introduced or allowed by the lessee upon the expiration of the lease (Exh. "6-D").

Petitioner Quillian filed his complaint against the three respondents, particularly respondent Constancio Geolingo for reinstatement as tenant of about 1/3 of a hectare of the landholding in question alleging that on July 10, 1978 he was forcibly ejected therefrom.

In their answer, defendants (respondents) denied the claim of plaintiff (petitioner) alleging that petitioner was not a tenant but merely a laborer. Documentary and oral evidence were presented in Court by both parties to substantiate their averments. Thereafter, the trial court rendered a decision ordering defendants Silverio Alit and Primo Esleyer to reinstate plaintiff (petitioner) Filomeno Quillian to the landholding involved.

On appeal to the Court of Appeals by defendants, the decision of the trial court was reversed. Hence, the instant petition by certiorari, petitioner assigning three errors, to wit:

1. RESPONDENT COURT OF APPEALS ERRED IN HOLDING THAT THE CLAIMS OF THE PARTIES IN CAR CASE NO. 5561, ENTITLED "FILOMENO QUILLIAN VS. SILVERIO ALIT, ET AL." FALL UNDER SECTION 2 OF PRESIDENTIAL DECREE NO. 316.
2. RESPONDENT COURT OF APPEALS ERRED IN HOLDING THAT THE CERTIFICATION ISSUED BY A MERE DISTRICT OFFICER OF THE MINISTRY OF AGRARIAN REFORM, BACOLOD CITY, IS THE CERTIFICATION REQUIRED AND CONTEMPLATED BY THE PROVISIONS OF PRESIDENTIAL DECREE NO. 316.
3. RESPONDENT COURT OF APPEALS LIKewise ERRED IN DISTURBING THE DECISION OF THE TRIAL COURT (CAR, BRANCH I, BACOLOD CITY) INSPITE OF THE FACT THAT THE FINDINGS AND CONCLUSIONS OF THE COURT ARE SUPPORTED BY SUFFICIENT EVIDENCE. (Rollo, p. 5)

It is the position of petitioner as reflected in his assignments of error that referral to the Ministry of Agrarian Reforms (MAR) under Sec. 2 of P. D. 316 is in order only when the case is one that is filed by the landowner for the purpose of ejecting, ousting, removing or harrasing the tenant from his landholding. Corollarily, this case is not within the scope of the law since this is one filed by a tenant-farmer for reinstatement to his farmholding. On this point, We agree with the petitioner.

Sec. 2, P. D. 316 reads as follows:

"SECTION 2 - Unless certified by the Secretary of Agrarian Reform as a proper case for trial or hearing by a court judge or other officer of competent jurisdiction, no judge of the Court of Agrarian Relations, Court of First Instance, municipality or city court, or any other tribunal or fiscal shall take cognizance of any ejectment case or any other case designed to harass or remove a tenant of an agricultural land primarily devoted to rice and corn, and if any such cases are filed, these cases shall first be referred to the Secretary of Agrarian Reform or his authorized representative in the locality for a preliminary determination of the relationship between the contending parties. If the Secretary of Agrarian Reform finds that the case is a proper case for the court or judge or other hearing officer to hear, he shall so certify and such court, judge or other hearing officers may assume jurisdiction over the dispute or controversy." (Underscore Ours)

The case at bar does not fall within the purview of Sec. 2, P. D. 316 in the category of "any ejectment case or any other case designed to harass or remove a tenant." It is noted that petitioner was the one who instituted the case in the lower court to reinstate him as tenant. Necessarily the law would apply if indeed petitioner was a tenant and was being ejected or harassed. In effect therefore the validity of the document (Exh. "1") executed in the local Ilongo dialect and signed by the petitioner together with one Bienvenido Clapis declaring that they would work as paid laborers and not as tenants of Constancio Geolingo in the landholding in question for the period covering the duration of the lease Constancio Geolingo, is the real issue. The action therefore, filed by the petitioner before the trial court was neither an action for ejectment nor harassment of tenants. It being the case, it was not one where referral to the Ministry of Agrarian Reform (MAR) is a mandatory jurisdictional requirement as provided for under Sec. 2 of P. D. 316. The purpose for referral to the Ministry of Agrarian Reform (MAR) under the aforesaid decree is to enable said Ministry to determine if the case is intended to harass tenant and farmers. Oddly enough, the case in the lower court was initiated by petitioner himself and hence, there is no case of harassment or ejectment involved (*Castro v. Court of Appeals*, 99 SCRA 722).

Parenthetically, even if a referral was indeed required, still in the instant case there was a referral to the district officer of the Ministry of Agrarian Reform (MAR) a person duly authorized to represent the Minister.

Ordinarily, We would have remanded this case to the trial court for further proceedings, but inasmuch as on the basis of the facts before Us, We can already decide the case on the merits, We hereby proceed to do so. It is clear from the contract entered into between the petitioner and the lessee Geolingo that the former would work on the land as a mere hired laborer and not as a tenant. This stipulation was in turn the result of a previous agreement between Geolingo and Alit (the owner of the land) that Geolingo would not place any tenant on the land. Parties to a contract are bound to abide in good faith by their contractual commitments which do not militate against the law, good customs, good morals, public order, and public policy. The stipulation adverted to in the contract is completely valid, and as such, binds petitioner herein.

WHEREFORE, The appealed decision is SET ASIDE and a new one is RENDERED dismissing the complaint filed in the trial court by Quillian. No costs.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

[*]Penned by Justice Guillermo P. Villasor and concurred in by Justice Venicio Escolin and Onofre A. Villaluz

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