

ROQUE GABAYAN, PETITIONER, VS. HONORABLE EXALTACION A. NAVARRO, IN HER CAPACITY AS PRESIDING JUDGE OF THE CAR, 14TH REGIONAL DISTRICT, BRANCH I, CEBU CITY AND PERPETUA LEONARDO ...*G.R. No. 56864. September 15, 1983*

Ponente: FERNANDO, C.J.

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In this certiorari and prohibition proceeding against the then Presiding Judge of the Court of Agrarian Relations, Exaltacion A. Navarro, the question raised was one of juris-diction, reliance being placed on the appropriate provision of Presidential Decree No. 946[1] to the effect that juris-diction over such question is vested in the Ministry of Agrarian Reform, not in such court. The complaint before respondent Judge sought the ejectment of defendant, now petitioner, from a portion of a parcel of land, to enable plaintiffs, now private respondents, to regain possession.

Private respondents were required to comment. They did so invoking Presidential Decree No. 316, section 2 of which reads as follows: "Unless certified by the Secretary of Agrarian Reform as a proper case for trial or hearing by a court or judge or other officer of competent jurisdiction, no judge of the Court of Agrarian Relations, Court of First Instance municipal 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 repre-sentative 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 officer may assume jurisdiction over the dispute or contro-versy." [2] It was contended that before there could be a referral to the Ministry of Agrarian Reform, "it should be established first that the defendant is a tenant on the land-holding in question; second that the case is for ejectment or designed to harass or remove the tenant; third that the land is agricultural; and fourth that it is primarily devoted to rice and corn. These elements are pre-requisites to referral and not, as petitioner contends matters which the Ministry have to determine. For the function of said office is merely to make a preliminary determination of the relation-ship between the contending parties, as provided for in the law." [3]

The parties were required to submit memoranda. Petitioner did so, but private respondents submitted a manifestation that they were adopting their comment as their memorandum. Public respondent, after asking for extension of time to file memo-randum with such extension being granted, thereafter manifested that she is adopting her comment as her memorandum.

Then on September 6, 1983 came this compromise agreement between petitioner and private respondents. "[Come Now] petitioner Roque Gabayan and private respondents Perpetua Leonardo and Filiberto Leonardo, assisted by

their respective counsel, and before this Honorable Supreme Court they respectfully state that they have arrived at an amicable settlement of their controversy, the terms and conditions of which are as follows: 1. That petitioner Roque Gabayan hereby agrees to vacate and return to herein private respondents his physical possession and cultivation of the parcel of land subject matter of the above-entitled case after realizing that he is not a tenant thereon in contemplation of law; 2. That private respondents hereby agree to give to petitioner the sum of [Five Thousand Pesos] (P5,000.00), Philippine currency, by way of reimbursement of the expenses incurred by said petitioner in keeping the parcel in question free from weeds and other obnoxious growth; 3. That petitioner further agrees to demolish, remove and/or transfer his house constructed within the parcel in question within seven (7) days from the execution of this Agreement, totally or wholly at his own effort and expense; 4. That private respondents shall deliver to petitioner one-half (1/2) of the sum herein agreed upon the signing and/or execution of this Compromise Agreement; 5. That by virtue of this Compromise Agreement, petitioner and private respondents hereby waive in favor of each other all claims or counterclaim which each may have against each other by reason of this case and of their previous relationship. [Wherefore] petitioner and private respondents respectfully pray this Honorable Supreme Court that the foregoing Compromise Agreement be approved and made the basis of the decision of the above-entitled case." [4]

Under the circumstances, no useful purpose would be served in resolving the jurisdictional question as the parties had arrived at a compromise, thus putting an end to their controversy. In that sense the matter has become moot and academic. Even counsel for petitioner who is with the Ministry of Agrarian Reform assisted in such compromise.

WHEREFORE, the compromise agreement submitted is approved and the parties are ordered to comply with its terms and conditions. Accordingly, the case is dismissed. No costs.

Makasiar, Aquino, Concepcion, Jr., Guerrero, Abad Santos, Melencio-Herrera, Plana, Escolin, Relova, and Gutierrez, Jr., JJ., concur.

Teehankee, J., no part.

De Castro, J., on sick leave.

[1] Section 12, par(b) of Presidential Decree No. 946 reads as follows: "(b) * * * Provided, however, that matters involving the administrative implementation of the transfer of the land to the tenant-farmer under Presidential Decree No. 27 and amendatory and related decrees, orders, instructions, rules and regulations, shall be exclusively cognizable by the Secretary of Agrarian Reform, namely: 1. classification and identification of landholdings; 2. identification of tenant-farmers and landowners and determination of their tenancy relationship; 3. parcellary mapping; * * *."

[2] Section 2, Presidential Decree No. 316.

[3] Comment of Public Respondent, 2.

[4] Compromise Agreement dated September 6, 1983.

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