

DOMINGO SALEN AND ROSA SALEN, PETITIONERS, VS. HON. PEDRO M. DINGLASAN, JUDGE OF THE COURT OF AGRARIAN RELATIONS OF CAMARINES NORTE, JUANITO SEVILLA AND BENITA SEVILLA, RESPONDE...*G.R. No. 59082. June 28, 1991*

Ponente: PARAS, J.

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This is a petition for review on certiorari and prohibition of the decision* of the Court of Agrarian Relations of Camarines Norte, Branch I, in CAR Case No. 681-CN'77 entitled "Sevilla, et al. v. Salen, et al.", for illegal ejectment, reinstatement and damages, with application for a writ of preliminary injunction, declaring private respondents Sevilla as duly instituted bona fide tenants of the landholding in question and ordering petitioners Salen to: (1) vacate and deliver possession of the said landholding to private respondents; (2) maintain the private respondents in the peaceful possession and cultivation thereof; (3) pay private respondents as damages 13.50 "bucotes" of palay, at the rate of 30 gantas per "bucot" of palay, or their money value in accordance with the prevailing market price of palay, representing what said respondents would have received as their 75% share from the produce on the landholding from June, 1977 up to and including June, 1978, and every year thereafter until the private respondents are reinstated on the landholding in question; and (4) if they have already redeemed the property, observe the leasehold system and fix the lease rental on the riceland portion in accordance with Section 34 of R.A. 3844, as amended by Section 5 of R.A. 6389, and the sharing agreement on the coconut land on the basis of 1/3-2/3 arrangement in favor of the landholder, with the private respondents contributing all the items of production.

The facts of the case are as follows:

Petitioners-spouses Domingo and Rosa Salen are owners of a parcel of agricultural land with an area of about 3.6553 hectares located at Barrio Dalnac, Paracale, Camarines Norte and covered by Transfer Certificate of Title No. 4708 in their names. On August 21, 1973, petitioners Salen allegedly mortgaged the subject agricultural land to Marietta A. San Buenaventura as security for the loan in the amount of P5,000 as embodied in a "Deed of Pacto de Retro" which was written in English and provided among others that "the property subject of this contract shall be redeemable after the lapse of ten (10) years, from date hereof, and that the herein VENDEE A RETRO shall exercise all the dominical rights of an owner" (Rollo, p. 62). The vendee a retro, thru her mother as administratrix of the landholding, employed private respondents Sevilla as tenant-tillers thereof, and as such the latter received a share of 50/50 from the riceland and 1/3-2/3 on the coconut; the riceland used to yield sixteen (16) bucotes per harvest, and, on the coconut land, private respondents used to receive a share of P250.00 per harvest (CAR Decision, p. 1; Rollo, p. 28). However, sometime in June, 1977, petitioners Salen entered the premises, harvested the coconuts, and cultivated the riceland portion. Consequently, an action for recovery of possession of farmholding, docketed as DAR Case No. 6-CN'77 was filed by respondent Sevilla against petitioner Salen. The DAR case was resolved in favor of respondent Sevilla in a DAR Resolution**, dated October 26, 1977,

recommending his reinstatement as tenant of the subject property since the repurchase or redemption thereof will not affect or terminate his rights (DAR Resolution, pp. 1-2; Rollo, pp. 60-61). Thereafter, a petition for illegal ejectment, reinstatement with damages and writ of preliminary injunction was instituted before the Court of Agrarian Relations by private respondents Sevilla against herein petitioners in CAR Case No. 681-CN'77, dated December 8, 1977. On June 27, 1978, the agrarian court rendered judgment, the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered:

"1. Declaring the petitioners as the duly instituted bona fide tenants of the landholding in question which is a parcel of land containing an area of 3.6553 hectares, more or less, situated at Dalnac, Paracale, Camarines Norte, covered by Tax Declaration No. 9838 and Transfer Certificate of Title No. T-470082, in the name of the respondent Domingo Salen, and which landholding in question is partly a coconut land and partly riceland.

"2. Ordering the respondents or any person or persons acting for and in their behalf to vacate the landholding in question and deliver the possession thereof to the petitioners and, thereafter, to maintain the petitioners in the peaceful possession and cultivation thereof, as share tenants on the coconut portion of the landholding in question, with all the other rights granted and obligations imposed under existing tenancy laws and Presidential decrees on land reform.

"3. Ordering the respondents to pay the petitioners as damages for illegal ejectment on the riceland portion of the landholding in question 13.50 'bucotes' of palay, at the rate of 30 gantas per 'bucot' of palay, or their money value in accordance with the prevailing market price of palay, representing what petitioners would have received as their 75% share from the produce on the landholding from June, 1977 up to and including this June, 1978. And, every year thereafter until the petitioners are reinstated on the landholding in question the respondents are hereby further ordered to pay to the petitioners the same amount of 13.50 'bucotes' of palay or their money based on the prevailing market price of palay.

"4. That upon reinstatement of the petitioners on the landholding in question the petitioners, as agricultural lessees on the riceland portion of the landholding in question, and the respondents as landholders agricultural lessors thereof, if they have already redeemed the property, shall observe the leasehold system and fix the lease rental on said riceland portion in accordance with Section 5 of R.A. 6389. However, if they cannot agree or fix the lease rental by themselves then the matter may be brought to the attention of the Department of Agrarian Reform for the fixing of a provisional rental, or to file the corresponding petition therefor with this Court in accordance with the provisions of Section 12 of Presidential Decree No. 946.

"5. On the coconut portion of the landholding in question the petitioners and the landholder, whoever they may be, whether it is still the vendee-a-retro, Marietta A. San Buenaventura, or the respondents herein, if the latter have already redeemed the landholding from said vendee-a-retro, may maintain and observe the usual sharing agreement from the produce thereon on the basis of 1/3-2/3 sharing arrangement in favor of the landholder, with the petitioners contributing all the items of productions.

"6. Petitioners' other claims are hereby denied for insufficiency of evidence.

"7. Respondents' counterclaim are hereby denied for lack of merit or want of evidence to sustain them.

"8. Respondents are hereby adjudged to pay the costs of suit.

"SO ORDERED." (Rollo, pp. 39-40; CAR Decision, pp. 12-13)

On motion of respondents Sevilla, a writ of execution was issued on August 9, 1978 (Rollo, pp. 15-17) and served upon petitioner Salen on August 10, 1978, but the latter refused to abide by its terms, prompting the former to file a motion to declare said petitioner in contempt of court on August 17, 1978 (Rollo, p. 67). Pending termination of

the motion for contempt, a "Deed of Resale," dated October 16, 1978, of the subject property was executed by the vendee a retro, Marietta A. San Buenaventura, in favor of the vendor a retro, herein petitioner Domingo Salen, upon payment by the latter of the sum of P7,300. (Rollo, p. 18). A petition for relief from judgment on the grounds of denial of due process and failure to join a compulsory party was filed on December 26, 1978 by petitioner Salen, which was denied by the agrarian court on March 21, 1979. Upon denial of the motion for reconsideration which was later filed by petitioner Salen, the denial orders were appealed to the Court of Appeals which affirmed the challenged orders on February 25, 1980 (Rollo, pp. 67-68). On June 1, 1981, petitioners Salen were found guilty of contempt*** and served a 25-day sentence in jail, after which they went back to their dwelling in the questioned landholding, causing respondents Sevilla to file another pleading with the Court of Agrarian Relations entitled "Manifestation And Motion to Require The Respondents To Be Committed To Jail Until They Comply With The Decision Of This Honorable Court", dated August 25, 1981 (Rollo, p. 6). On the first day of hearing of the motion to re-commit petitioners Salen to jail, counsel for petitioners Salen was allowed to file his comment and/or opposition and submit pleadings questioning the validity of the decision in CAR Case No. 681-CN'77. Hence, the instant petition for certiorari and prohibition with preliminary injunction.

In a Resolution, dated January 6, 1982, the Supreme Court issued a temporary restraining order, preventing the respondent court from enforcing and/or carrying out the decision of June 27, 1978 or from proceeding with the contempt charge against the petitioners (Salen). The respondent judge was likewise required to explain whether his predecessor's decision ejecting petitioners Salen from the premises is still tenable, "it appearing that said petitioners have no other property and they themselves want to till the said land", and private respondents Sevilla (inadvertently named as Garcia in the aforesaid resolution) were required to clarify in their comment whether Mrs. Arriola, the administratrix of the vendee a retro, placed them as tenants on the subject land only for the period when the land was held by the vendee a retro (Rollo, p. 41). It appears in the records that respondents Sevilla failed to clarify this matter since the registry letter under No. 15727 of October 2, 1989, addressed to them was not received by the Office of the Postmaster of Paracale, Camarines Norte as noted in the Supreme Court Resolution, dated February 12, 1990, and they have left the premises in controversy and petitioners have even lost track of them (par. 1, Compliance of petitioners' counsel, April 2, 1990).

The Comment, dated February 4, 1982, of respondent Judge Pedro Dinglasan maintained that the 1978 decision of Judge Llaguno which became final and executory on July 27, 1978 about two months and 20 days prior to the "redemption" of the landholding in question is still tenable since the subsequent redemption or repurchase of the same by the vendor a retro cannot alter, modify or change the effects of judgment that has long been executed, even taking into consideration that the petitioners (Salen) have no other property and are very eager to cultivate said property because such right of the latter thereon has long before been proscribed by the enactment of R.A. 6389 for being utilized by unscrupulous landowners to dispossess tenants of the land they till (Rollo, pp. 70-71; Comment, pp. 4-5).

Petitioners Salen, on the other hand, in their "Reply To Comment" contended that the Court of Agrarian Relations had no jurisdiction over the case, there being no tenancy relations whatsoever between petitioners and private respondents, and the issue involved therein is not agrarian in nature but pertains to ordinary civil courts, being one or interpretation of the contract. It was also submitted that: (1) since the 1978 questioned decision was rendered after an ex parte hearing where petitioners were deprived of the opportunity to be heard, a grave abuse of discretion and excess of jurisdiction exist, hence, to uphold the same would encourage a miscarriage of justice; (2) to declare private respondents Sevilla as duly instituted tenants where no proof was presented showing them as such nor the person who allegedly instituted them as tenants did not corroborate their claim, would be giving security to intruders who drive out oppressed landowners from their own land; (3) the Court of Appeals was not given the opportunity to pass upon the validity of the assailed decision, for what was appealed in CA-G.R. No.

09421-CAR was not said decision but the petition for relief from judgment; (4) if petitioners became intransigent when they were being charged with contempt, it is because they could not yield the possession of their only land to private respondents Sevilla with whom they never had any tenancy relationship; (5) they lost their case, not because they slept on their rights but for the reason that they were never notified of the hearing of June 26, 1978; and (6) even if the assailed decision has long been executed, it is null and void and may be assailed at any time either directly or collaterally, by means of a petition filed in the same case or by means of a separate action, or by resisting such judgment in any action or proceeding wherein it is invoked, citing the case of *Lim v. Rosillosa*, et al., G.R. No. L-3595, May 22, 1950.

The main issues to be resolved herein are: (1) whether or not private respondents Sevilla are tenants of the agricultural land; and (2) in the affirmative, whether or not said private respondents' right as tenant-tillers was also severed when the vendor a retro repurchased the said landholding from the vendee a retro.

This petition is devoid of merit.

It appears that the findings of the Agrarian Reform Team No. 05-19-141 and the Court of Agrarian Relations are based on substantial evidence that private respondents Sevilla are tenants and not just mere laborers on daily wage basis. The alleged testimony of the administratrix of Marietta A. San Buenaventura, Rosario Vda. de Arriola, that respondent Sevilla was hired as a laborer on daily wage basis (Rollo, p. 13) cannot prevail over the following evidence supporting the existence of tenancy relationship in the instant case: (1) the vendee a retro, thru the administratrix, is the landholder and respondents Sevilla are the tenants; (2) the subject landholding is agricultural; (3) consent between the vendee a retro, thru the administratrix, and spouses Sevilla is not disputed; (4) the purposes which are rice and coconut production are agricultural; and (5) spouses Sevilla have physically possessed the landholding continuously from 1973 and performed faithfully and religiously their obligations as tenants until petitioners Salen took possession of the landholding and cultivated the same by means of force and intimidation sometime in June, 1977; hence, respondents Sevilla have personally cultivated the said landholding; and there is a sharing on a 50-50 basis between Arriola and Sevilla from the riceland and 1/3-2/3 on the coconut land (*Castro v. CA*, G.R. No. 34613, January 26, 1989, 169 SCRA 383; *Caballes v. CAR*, G.R. No. 78214, December 5, 1988, 168 SCRA 247). The following documents further serve as evidentiary support of private respondents' (Sevilla) contention that when petitioners Salen sold their landholding to Marietta A. San Buenaventura, they were instituted as tenants thereof by her administratrix: (1) Resolution of DAR issued by Atty. Tormes (Exhibit "D"); (2) Deed of Pacto De Retro, executed by and between petitioner Salen and Marietta A. San Buenaventura (Exhibit "E"); (3) Transcript of Stenographic Notes regarding the testimonies of petitioner Rosa Salen of July 14, 1977 and petitioner Domingo Salen of August 26, 1977 in Criminal Case No. 1746 that show their open admission that upon selling the subject property, respondents Sevilla were instituted as tenants thereof (Exhibit "F"); (4) Affidavit of Lauro Base, 48-year-old farmer of Dalnac, Paracale, Camarines Norte (Exhibit "A"); and Affidavit of Santiago de los Santos, likewise, a 48-year-old farmer and resident of Dalnac. During the ex parte hearing of June 26, 1978, witnesses Lauro Base and Santiago de los Santos, together with respondent Benita Sevilla, identified their affidavits. (pp. 3-8, TSN, June 26, 1978; Rollo, pp. 21-26).

On the other hand, petitioners Salen claimed that, although Atty. Dating, their former counsel, acknowledged receipt of the assailed decision, the latter never informed them of the same and he never communicated with them regarding the scheduled hearings of May 30 and June 26, 1978, thereby depriving them of the opportunity to belie the claim of private respondents Sevilla and allowing the respondent court to "shirk from his duty to utilize and employ every and all reasonable means ascertain the facts in accordance with justice and equity and the merits of the case without regard technicalities of law and procedure" (Rollo, p. 77). It is further contended that since it is undisputed that the contract executed by them in favor of Marietta A. San Buenaventura is one of mortgage, the

administratrix had no authority to institute anyone as tenant-tiller of the subject property (Rollo, p. 75).

In an analogous case of *Guerrero v. CA*, 142 SCRA 130 (1986), it was held that whether a person is a tenant or not is basically a question of fact and the findings of the respondent court and the trial court are, generally, entitled to respect and non-disturbance except for unusual reasons (*Macaraeg v. CA*, G.R. No. 48008, January 20, 1989; *Anderson Co., et al. v. IAC*, G.R. No. 65928, January 21, 1988; *Terunez v. IAC*, 134 SCRA 414 (1985); *Gagolar v. CAR*, 18 SCRA 992 (1966); *Chavez v. CAR*, 9 SCRA 412 (1963), none of which is present in the case at bar.

The contention of petitioners (Salen) that the respondent court erred in proceeding with the hearing of June 26, 1978 despite their absence therein due to the failure of their counsel to inform them is untenable because normally notice to counsel is notice to parties, and the client is bound by the negligence of his own attorney who failed to notify him of the decision rendered in the case (*Valerio v. Sec. of Agriculture & Nat. Resources*, G.R. No. L-18587, April 23, 1963, 7 SCRA 719). The client cannot be heard to complain that the result might have been different had he proceeded differently (*Vivero v. Santos*, 52 O.G. 1424, 98 Phil. 500), although he may have the right of action against the attorney if prejudiced by the latter's negligence (*Isaac v. Mendoza*, 89 Phil. 279).

It can also be gleaned from the records that petitioners Salen were given sufficient opportunity to present their evidence. As stated in the CAR decision (Rollo, p. 49), they had several opportunities to be heard and hearings on the case were postponed many times to give chance to the parties to be heard on the merits, until the hearing of May 30, 1978, which was again re-scheduled to June 26, 1978, wherein parties were ordered that the latter date is intransferable and were warned that their non-appearance therein would lead to the dismissal of the case. When, despite due notice, they did not appear, an ex parte hearing ensued on motion of herein respondents (Sevilla) thru their counsel. It may not be amiss to state at this juncture that during one of the hearings (March 27, 1978), where parties failed to settle the case amicably, it was agreed that in the presentation of their evidence, the parties would avail of the provisions of PD 946 by filing the affidavit/s and counter-affidavit/s of their witnesses, and in the course of the proceedings, there was no instance when the issue of lack of jurisdiction was raised or even hinted at by petitioners Salen. It has been consistently held by the Court that while lack of jurisdiction may be assailed at any stage, a party's active participation in the proceedings before a court without jurisdiction will estop such party from assailing such lack of jurisdiction (*Spouses Martinez v. Judge de la Merced, et al.*, G.R. No. 82039, June 20, 1989, citing *Tajonera v. Lamoroza*, (1981) 110 SCRA 438; *Nieta v. Manila Banking Corporation*, (1983), 124 SCRA 455).

Petitioner Salen cannot be credited with good faith in insinuating that the 1973 deed he executed in favor of Marietta A. San Buenaventura was a mortgage to secure the payment of the loan they obtained from the latter in the sum of P5,000 because they have remained in possession of the property where they permanently reside and they were made to sign a document which was written in English, a language they do not understand. It must be remembered that it was only sometime in June, 1977 that they entered the premises, harvested the products therein and cultivated the same, hence, from 1973 up to said date, the institution of respondents Sevilla as tenants thereof, including the enjoyment of the fruits of the land by them and the vendee a retro, was never refuted by said petitioners nor the reformation of the instrument sought by them. If petitioners Salen were not disturbed in their abode erected on the subject land, it could only have been out of generosity and tolerance of the vendee a retro, who after the sale with pacto de retro immediately acquired possession of the land sold subject only to the vendor's right of repurchase. The records do not yield the requisite proof that the vendee a retro was so motivated or had deliberately resorted to fraudulent deception to rebut the natural presumption that even if the mind of the party signing was confused at the time of signing, as long as he still knew what he was doing, he cannot repudiate the transaction (*Abaya v. Standard Vacuum Oil Co.*, L-9511, August 30, 1957; *Javier v. Javier*, 7 Phil. 261; *Tan*

Tua v. Jy Liao Sontua, 56 Phil. 70). Moreover, in Vda. de Gonzales Mondragon v. Santos, 87 Phil. 471, it was held that contracts solemnly and deliberately entered into may not be overturned by inconclusive proof or by reason of mistakes of one of the parties to which the other in no way has contributed (p. 478).

Anent second issue as to whether or not the tenancy relationship of Sevilla with the vendee a retro has been extinguished by the repurchase of the subject landholding, it has been held in analogous cases that pursuant to the Agricultural Tenancy Act which tends to assure a greater degree of security of tenure for tenants, further promoting the constitutional objective of social justice and protection to labor (Pintacasi v. CAR, L-23704, July 29, 1972), specifically Section 49 of RA 1199, as amended, the right of the tenant is not severed by said repurchase. The intent or purpose of the law is the preservation of the tenancy relationship between the landholder and his tenant to insure the well-being of the tenant and protect him from being unjustly dispossessed of the land. Upon the repurchase by the vendor a retro, petitioners Salen, of the landholding, he stepped into the shoes of the previous landholder, vendee a retro, who had instituted respondents Sevilla as tenant-tillers thereof, for the axiom in land tenure states that generally once a tenant, always a tenant. Thus, the agrarian law was established in the light of the social justice precept of the Constitution and in the exercise of the police power of the state to promote the common weal (Primero v. CIR, L-10594, May 29, 1957; Pineda, et al. v. de Guzman, et al., L-23773-74, December 29, 1967). Besides, it should be noted that in the present case, the redemption by petitioners was made only AFTER the ejectment judgment had become final and executory (supra, p. 8).

PREMISES CONSIDERED, the petition filed by petitioners is hereby DISMISSED for lack of merit; the assailed decision of the respondent Court of Agrarian Relations is hereby AFFIRMED and the temporary restraining order issued by this Court is hereby LIFTED.

SO ORDERED.

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

* Penned by Judge Juan B. Llaguno

** Issued by Atty. Rogelio N. Tormes, Legal Officer III

*** Thru incumbent CAR Judge, Hon. Pedro M. Dinglasan

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