

ROSALINA MAGNO-ADAMOS, LAURO C. ADAMOS AND ANGELA GATMAYTAN, PETITIONERS, VS. HON. AGUSTIN O. BAGASAO, MELY DE JESUS, FRANCISCA DE JESUS AND GLEN DE JESUS, RESPONDENTS.

G.R. No. 63671. June 28, 1988

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

Before us is a petition for certiorari and mandamus praying for the reversal of the trial court's order in Civil Case No. SD- 846 entitled "Sps, Rosalina M. Adamos, et al. v. Mely De Jesus, et al." which declared the existence of a landlord - tenant relationship between the parties and dismissed the case for lack of jurisdiction.

On September 28, 1981, petitioners Rosalina Magno-Adamos, Lauro O. Adamos and Angela Gatmaytan Vda. de Magno filed a complaint for recovery of possession of property with the then Court of First Instance of Nueva Ecija, Branch VI, against respondents Mely De Jesus, Francisco De Jesus and Glen de Jesus.

In their answer, however, the respondents challenged the jurisdiction of the court. They claimed to be tenants of the land, subject matter of the litigation, by virtue of an agreement which Melencio De Jesus entered into with petitioner Angela Gatmaytan. The provisions of the said agreement read as follows:

KASUNDUAN

"AKO, ANGELA MAGNO, may sapat na gulang, may asawa at sa kasalukuyan ay naninirahan sa Maestrang Kikay District, Poblacion, Talavera, Nueva Ecija, matapos na makapanumpa ng ayon sa batas, ay malaya at kusang-loob na nagsasalaysay nitong mga sumusunod:

"Na ako ay nagmamay-ari ng isang parselang lupang sakahin na may sukat na DALAWANG EKTARYA (2 hectares) na matatagpuan sa gawing silangan ng Poblacion ng Talavera, Nueva Ecija, na nakapagitna sa lupang sinasaka nina G. RENE TIANGCO at PIO ROSETE;

"Na, ako ay nakipagkasundo kay G. MELENCIO DE JESUS na tagarito sa Poblacion, Talavera, Nueva Ecija na ibigay sa kanyang BUWISAN ang aking lupang sakahing nabanggit sa itaas ng salaysay kong ito mula ngayong Mayo, 1976;

"Na, ako ay nakipagkasundo din kay G. Melencio de Jesus na ako ay kanyang bubuwisan ng 1SANG LIBONG PISO (P1,000.00) bago niya matrabaho o masaka ang nasabing lupa:

"Na, ang nasabing lupa ay maaari ko lamang makuha kay G. Melencio de Jesus matapos ang anihan sakali at ayaw ko ng pagbubuwisan sa kanya, at ang anumang pagbabago ng buwis ay ipaalam ko muna bago ko ipatupad sa namumuwisan;

"Na, sa lalong ikalililaw ng aming kasunduan ay maaari kong kunin ang nasabing lupa kay G. Melencio de Jesus anumang panahon matapos siyang maka-ani;

"SA KATUN A YAN NG LAN AT NG ITO ay kapuwa kami lumagda sa ilalim ng kasunduang ito ngayong ika-23 ng Mayo, 1976 dito sa Talavera, Nueva Ecija.

MELENCIO DE JESUS ANGELA MAGNO"

(Namumuwisan) (Nagapdpabuwis)

(Rollo, p. 3-A)

The respondents also offered in evidence the summary report and recommendation dated May 18, 198J submitted by the Agrarian Inspector, Atty. Melchor Pagsolingan, Jr.. to the municipal court of Talavera, Nueva Ecija. where a criminal complaint for trespassing was filed by the petitioners against the respondents. The said report certified that the trespassing case was not proper for trial on the ground that a tenancy relationship exists between the parties and the case was instituted only to harass the respondents.

To rebut the aforesaid evidence, the petitioners submitted a certification issued by Pagsolingans superior, the Regional Director of the Ministry of Agrarian Reform, who stated that the trespassing case was proper for trial as he found no tenancy relationship between the parties.

The petitioners further alleged that the land had been converted into a residential subdivision long before petitioner Gatmaytan entered into the questioned agreement with the respondent To support this, they presented copies of the 3rd, 4th and 5th endorsements issued by the Office of the President of the Philippines, National Planning Commission, dated as early as February 13, 1952. The 5th endorsement states that the Talavera Homesite Subdivision proposed by petitioner Angela Gatmaytan Magno has been tentatively approved and additional requirements should be submitted for final approval. As of the filing of this petition, the property had already been subdivided into residential lots. It is near the poblacion.

Considering the evidence submitted, the trial court declared the existence of a tenancy relation between the parties and dismissed the case for lack of jurisdiction, the proper forum for the case being the Court of Agrarian Relations.

The petitioners went to this Court on petition for review on certiorari and mandamus praying for the reversal of the trial court's dismissal order and for an order to compel the court to exercise jurisdiction over the case. They later filed an urgent motion for the issuance of a restraining order to enjoin the respondents from taking possession of the land and from planting palay thereon, which motion was granted by this Court.

The adjudication of this case was prolonged due to the filing of several contempt charges and motions for deposit of harvests from the land. The respondents were twice declared in contempt of court for their persistence in planting and harvesting palay on the land despite this Court's prohibition.

Meanwhile, on August 14, 1981, Batas Pambansa Blg. 129 otherwise known as the Judiciary Reorganization Act of 1980 took effect. This law converted the Courts of First Instance into Regional Trial Courts which shall, among others, exercise exclusive jurisdiction over all civil actions and special proceedings falling within the exclusive jurisdiction of the Juvenile and Domestic Relations Court and of the Court of Agrarian Relations (See Sec. 19(7), P.D. 129). With this merger of functions, the principal relief involving the issue of jurisdiction sought by the petitioners has become moot and academic.

The normal course of action to take would be to remand this case to the trial court for further proceedings. However, noting that this case has long been pending, we resolve to end the entire controversy. This is in line

with jurisprudence that the remand of a case to the lower courts for reception of evidence is not necessary if this Court could resolve the dispute on the records before it (See *Hechanova v. Court of Appeals*, 145 SCRA 550). In the case of *Ortigas & Co., Ltd. Partnership v. Hon. Ruiz, et al.* (148 SCRA 326, 341), this Court further holds that: "x x x such time consuming procedure may be properly dispensed with to resolve the issue (*Quisumbing v. Court of Appeals*, 60364, June 23, 1983, 122 SCRA 709-710) where there is enough basis to end the basic controversy between the parties here and now, dispensing with procedural steps which would not anyway affect substantially the merits of their respective claims (*Velasco v. Court of Appeals*, L-47544, January 28, 1980, 95 SCRA 621-622) x x x."

Considering the basic merits of the case, we find no tenancy relation between the parties.

Explaining the nature of a tenancy relationship, this Court held in *Carag v. Court of Appeals*, (151 SCRA 44):

"In the case of *Matienzo v. Servidad* (107 SCRA 276) we defined a tenant, pursuant to Section 5(a) of Republic Act No. 1199, as a person who, himself, and with the aid available from within his immediate household, cultivates the land belonging to or possessed by another, with the latter's consent for purposes of production, snaring the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or in money or both, under the leasehold tenancy system.

"Moreover, Sec. 5(a) of Rep. Act No. 1199 provides:

""Immediate farm household includes the members of the family of the tenant, and such other person or persons, whether related to the tenant or not, who are dependent upon him for support and who usually help him operate the farm enterprise.""

"It can be gathered from the above definitions that the essential requisites of a tenancy relationship are: (1) the parties are the landholder and the tenant; (2) the subject is agricultural land; (3) there is consent; (4) the purpose is agricultural production; (5) there is personal cultivation; and (6) there is sharing of harvests. (See *Tiongson v. Court of Appeals*, 130 SCRA 482; *Guerrero v. Court of Appeals*, 142 SCRA 136)."

Tenancy, however, is not a purely factual relationship dependent on what the alleged tenant does upon the land. It is also a legal relationship. The intent of the parties, the understanding when the farmer is installed, and, as in this case, their written agreements, provided these are complied with and not contrary to law, are even more important (*Tuazon v. Court of Appeals*, 118 SCRA 484).

We find the written agreement subscribed to by both parties in this case as in the nature of a civil lease and not one of agricultural tenancy. There is no sharing of harvests and the landowner has no responsibility whatsoever for the problems of production. Instead, there is a fixed consideration regardless of the volume of the produce of the land. In the fourth paragraph of the agreement, it is stated that the amount of P1,000.00 shall first be paid before the respondent may work on the land. The fifth paragraph even provides a stipulation as to a possible increase in consideration provided it is first communicated to the respondent. Moreover, the succeeding paragraphs provide that the petitioner may terminate the agreement and recover the possession of the land at any time after the harvests.

While the agreement may have been prepared by the petitioner, it was nevertheless signed by the respondent voluntarily. Besides, the agreement was written in the vernacular and does not require knowledge of the law to fully understand its meaning.

From the import of the provisions of the agreement, it is quite clear that no permanent or long-standing contractual relation was intended. This Court is aware that the parties used the term "buwisan" which, when translated to English, means "tract of land (especially rice land) leased under a cropsharer" (*Panganiban*

Diksyunaryo Tesauro Filipino-Ingles, p. 207). Pilipino or the Tagalog dialect which forms its basis is limited in some technical words. The word was used for want of a better term. In any case, the agreement is clear that the consideration is fixed at P1,000.00 and there is no sharing of the crops involved.

WHEREFORE, the petition is hereby GRANTED. The decision of the trial court is REVERSED and SET ASIDE. The respondents are ordered to vacate the land in question and to surrender the possession of the land to the petitioners.

SO ORDERED.

Fernan, Feliciano, Bidin, and Cortes, JJ., concur.

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