

ANACLETO DE JESUS, PETITIONER, VS. HON. INTERMEDIATE APPELLATE COURT, SOCORRO CALIMBAS-MIACO, GUILLERMA CALIMBAS-RODRIGUEZ AND TIRSO CALIMBAS, RESPONDENTS.*G.R. No. 72282. July 24, 1989*

Ponente: FERNAN, C.J.

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This is a petition for review on certiorari of the resolution of the Court of Appeals promulgated on February 28, 1985 which reconsidered its previous decision dated July 29, 1984 in A.C. G.R. No. 70261-R entitled "Socorro Calimbas-Miaco v. de Jesus" and reversed the decision of the Court of First Instance of Bataan (Branch II) dismissing an action for "Recovery of Possession with Damages" for lack of jurisdiction.

The pivotal issue posed by petitioner is whether or not he is an agricultural lessee or a civil law lessee. It is of paramount importance in this case to appreciate the contradistinction between an agricultural lessee whose security of tenure is guaranteed by the Tenancy Law (Sec. 5(b) R.A. 1199) and a civil law lessee whose right to work on the land expires in accordance with the terms of the Lease Agreement.

The antecedent facts are as follows:

Private respondents are owners of some 7.162 hectares of land in Pilar, Bataan known as Lot No. 513 of Pilar cadastre and covered by TCT No. T-3975. About four (4) hectares of the above lot is a fishpond possession of which has been in petitioner since 1962 as a lessee. On April 22, 1972, private respondents, as heirs of Spouses Eustacio Calimbas and Modesta Paguio who in their lifetime were the registered owners of the land, entered into a civil law contract of lease, with petitioner de Jesus and one Felicisima Rodriguez. This contract was to be effective for 2½ years starting January 1, 1972 to July 1, 1974. Petitioner de Jesus and Felicisima Rodriguez formed a partnership over the fishpond with de Jesus as the industrial partner and Rodriguez as the capitalist. Upon the expiration of the civil law lease contract on July 1, 1974, Felicisima Rodriguez gave up the lease but petitioner de Jesus refused to vacate the leased premises despite repeated demands. On December 5, 1975, private respondents filed a complaint for "Recovery of Possession with Damages" against the petitioner before the Court of First Instance, now Regional Trial Court of Bataan Branch II, docketed as Civil Case No. 4016. On July 20, 1979, the Court of First Instance of Bataan ruled in favor of petitioner and dismissed the complaint for lack of jurisdiction. The dispositive portion of the decision reads:

"WHEREFORE, premises above considered, this case is hereby dismissed for lack of jurisdiction without prejudice to the filing of the same with the proper court with respect to the other incident which is for adjustment and fixing of the rentals."[1]

According to the lower court, the fishpond is an agricultural land as held in the case of *Tawatao & del Rosario v. Garcia, et. al.*, G.R. No. L-17649, July 31, 1963.[2] It further held that petitioner is an agricultural lessee and not a civil law lessee, therefore jurisdiction over the dispute belongs to the Court of Agrarian Relations and not to the Court of First Instance. The bases for holding that petitioner de Jesus is an agricultural lessee are the following:

[1] the land is agricultural; [2] Felicisima Rodriguez testified that she left the lease after the expiration in 1974 and it was petitioner who managed the fishpond alone, thereby qualifying as an agricultural lessee; and [3] the CFI Judge, *motu proprio*, visited the fishpond and saw no one but the petitioner working on the fishpond, thereby further strengthening the contention that the land is subject to a one-man cultivation.

Private respondents filed a Motion for Reconsideration but it was denied. They appealed to the Intermediate Appellate Court, now Court of Appeals, and on June 29, 1984, the latter rendered a decision affirming the Court of First Instance of Bataan; to wit:

"WHEREFORE, the Order dated July 20, 1979 dismissing the case for lack of jurisdiction of the lower court, is hereby AFFIRMED".[3]

On Motion for Reconsideration the Intermediate Appellate Court, after a thorough review and assessment of the records for any oversight, realized its error which was to some extent influenced by the lower court's findings as above discussed and reversed itself in the resolution of February 28, 1985, holding that petitioner is not an agricultural lessee but a civil law lessee and further ordered the latter to vacate the land. On the basis of stronger evidence, where petitioner himself admitted that he hired the services of many people other than the members of his family to cultivate the land, respondent appellate Court ruled that petitioner failed to qualify as an agricultural lessee under the doctrine laid down in *Gabriel v. Pangilinan*, 58 SCRA 590 (1974) and as defined in Paragraph 2, Section 166, Chapter XI of the Agricultural Land Reform Code.[4] Moreover, he admitted that he cultivated an adjacent fishpond of 11½ hectares by employing other laborers, whereby he was more correctly categorized as a business entrepreneur engaged in the fishpond industry.

Hence, the Court of Appeals ruled as follows:

"WHEREFORE, finding the Motion for Reconsideration meritorious, the decision sought to be reconsidered is hereby REVERSED and set aside, except the statement of facts thereof which is hereby incorporated by reference, and a judgment is hereby entered:

"1. Declaring the Lease Contract (annex B) between the parties as having been lawfully terminated as of July 1, 1974;

"2. Ordering the defendant-appellee and/or any person acting under him, to immediately vacate the land in question including the fishpond, and restore and deliver the possession thereof to the plaintiffs-appellants in good condition as before;

"3. Ordering the defendant-appellee to pay to the plaintiffs-appellants reasonable rentals over the premises at the rate of P4,000.00 per annum from July 1, 1974 until said appellee shall have completely restored possession thereof to the plaintiffs-appellants; and

"4. Ordering the defendant-appellee to pay plaintiffs-appellants attorney's fees of P5,000.00 and litigation expenses of P5,000.00, plus costs.

"SO ORDERED."[5]

On September 25, 1985, petitioner filed a Motion for Reconsideration which was denied. Hence this Petition for Review on Certiorari assailing the Resolution of the Intermediate Appellate Court as not supported by evidence, inconclusive and contrary or violative of applicable laws, Rules of Court, B.P. 129 and established jurisprudence.

We rule against petitioner.

The Agricultural Land Reform Code was enacted by Congress to institute land reforms in the Philippines. It was passed to establish owner-cultivatorship and the family-size farm as the basis of Philippine agriculture; to achieve

a dignified existence for the small farmers free from pernicious industrial restraints and practices; to make the small farmers more independent, self-reliant and responsible citizens and a source of a genuine strength in our democratic society.[6]

In other words, the Agricultural Land Reform Code was enacted to help the small farmers and to uplift their economic status by providing them a modest standard of living sufficient to meet a farm family's needs for food, clothing, shelter, education and other basic necessities. The law further protects the small farmer by conferring upon him security of tenure over the landholding he is working on. The leasehold relation cannot be extinguished by mere expiration of the term or period in a leasehold contract or by the sale, alienation or transfer of the legal possession of the landholding. He can only be ejected by the Court for cause.[7] But with this benevolence is his obligation to work on the land by himself or with the aid of his immediate farm household. By "immediate farm household", the law means the members of the family of the lessee or lessor and other persons who are dependent upon him for support and who usually help him in his activities.[8]

Petitioner de Jesus contends that he is an agricultural lessee because a fishpond is an agricultural land as held in the case of *Tawatao v. Garcia*, supra. While this is true, the mere fact that the land is agricultural does not ipso facto make him an agricultural lessee. The law provides conditions or requisites before he can qualify as one and the land being agricultural is, only one of them. Among others, the law is explicit, in requiring the tenant and his immediate family to work the land.[9]

Thus, petitioner also contends that he is the sole cultivator of the fishpond as supported by the testimony of his former partner, Felicisima Rodriguez and as found by the trial judge. But on review by the Court of Appeals these allegations gave way to a much stronger evidence -- the judicial admissions of petitioner himself, that he hired many persons to help him cultivate the fishpond. The pertinent portion of his testimony reads:

"Q: When you first took possession of the property, how large was this fishpond in question?

"A. There is only one and a half hectares that could be used sir and this area is the only one that has water.

"Q: But according to the complainant, the area is now four hectares, can you explain why it has grown to four hectares?

"A. I had it constructed, this is ricefield and grassland before.

"Q: Do you mean to tell us that you spent effort and money in improving this fishpond to four hectares?

Atty. Origuera: Leading

Court: Sustained

"Q: You said you improved the fishpond from one and one-half hectares to four hectares, is that correct?

"A. Yes, sir.

"Q. Did you do this by yourself?

"A. With my sons and my father-in-law.

"Q: You did not employ any other person except your immediate relatives?

"A. I did sir, I hired many."[10]

A disclosure made before the court is a judicial admission and under the rules this cannot be contradicted unless previously shown to have been made by palpable mistake.[11]

In the case at bar, there is nothing in the records to show that petitioner committed a palpable mistake in making the above disclosures. Hence, absent the requisite of personal cultivation, petitioner de Jesus cannot be considered an agricultural lessee. In the case of *Evangelista v. Court of Appeals*,^[12] this Court held that one cannot be said to be an agricultural lessee if he has not personally or by his farm household cultivated the land in question.

Moreover, it is an undisputed fact that petitioner is cultivating an adjacent fishpond with a size of 11½ hectares which further proves that he is not a small farmer but a businessman. He testified thus:

"Q: Do you have any other source of income between 1963 and 1969?

"A: There is sir.

"Q: What?

"A: Fishpond also.

"Q: Up to the present?

"A: Yes, sir.

"Q: What is the area of the fishpond in question which are you operating at present excluding this one?

"A: Eleven hectares and a half.

"Q: Who owns this eleven and a half hectares?

"A: Maximo Reyes, sir.

"Q: Where is this located?

"A: Adjacent, sir.

"Q: Do you employ help in operating this eleven and a half hectares?

"A: Yes sir.

"Q: How many?

"A: Sometimes plenty, sometimes few.

"Q: You employ help because you cannot work in that eleven and a half hectares yourself?

"A: No, sir."^[13]

Petitioner asserts that the cultivation of another fishpond is irrelevant as the law does not require or prohibit the total absence of other sources of income. In ruling on this matter, it is of much significance to look into the spirit of the Agricultural Land Reform Code. First and foremost, the law is meant to assist and help the small farmers as enunciated in its Declaration of Policy. In the case at bar, petitioner de Jesus is not a small farmer but a businessman. To consider him an agricultural lessee despite the fact that he is cultivating another fishpond with an area of 11 1/2 hectares, and furthermore despite the fact that he does not cultivate the fishpond personally and/or with the help of his immediate farm household as defined by law, would render nugatory the letter and intent of the Agricultural Land Reform Code.

Petitioner further contends that the civil law lease contract he signed in 1972 is unenforceable because his consent was vitiated. We have to disagree. Under the law on contracts,^[14] vitiated consent does not make a contract unenforceable but merely voidable. If indeed petitioner's consent was vitiated, his remedy would have been to annul the contract for voidable contracts produce legal effects until they are annulled.

The jurisdiction of the Court of First Instance has also been put in issue on the assumption that if petitioner is an agricultural lessee, then the case should have been filed in the Court of Agrarian Relations. We hold that this issue has now become moot and academic in view of the passage of B.P. 129. Section 19 of said law provides that the Court of First Instance, now Regional Trial Court, shall have jurisdiction over cases cognizable by the Court of Agrarian Relations.

WHEREFORE, in view of the foregoing, the questioned Resolution of the Intermediate Appellate Court, now Court of Appeals, is hereby affirmed.

SO ORDERED.

Gutierrez, Jr., Feliciano, Bidin, and Cortes, JJ., concur.

[1] Rollo, p. 12.

[2] 8 SCRA 566.

[3] Rollo p.13.

[4] Republic Act No. 3844 "Agricultural Land Reform Code" Chapter XI, Section 166, Paragraph (2):

"Agricultural lessee" means a person who, by himself and with the aid available from within his immediate farm household, cultivates the land belonging to or possessed by, another with the latter's consent for purposes of production, for a price certain in money or in produce or both. It is distinguished from civil law lessee as understood in the Civil Code of the Philippines. (underscoring supplied)

[5] Rollo, p. 13.

[6] Republic Act No. 3844, Section 2, Paragraph Nos. 1, 2 & 6.

[7] Code of Agrarian Reforms of the Philippines with Notes and Comments, Venerando L. Agustin, 1981 Edition, pp. 26 & 45.

[8] Republic Act No. 3844, Section 166 (8) Isidro vs. Santiago, G. R. No. 28231, December 8, 1986 Minute Resolution, 2nd Division.

[9] Sec. 5 (a) of Rep. Act 1199 as amended; Gabriel v. Pangilinan 58 SCRA 590 [1974].

[10] Rollo pp. 25-26.

[11] Sec. 2, Rule 129, Revised Rules of Court: Judicial Admissions – Admissions made by the parties in the pleadings, or in the course of the trial or other proceedings do not require proof and cannot be contradicted unless previously shown to have been made through palpable mistake. (Sta. Ana v. Maliwat, No. L-23023, Aug. 31, 1968, 24 SCRA 1018).

[12] G.R. No. 37736, February 23, 1988 158 SCRA 41.

[13] Rollo, pp. 26-27.

[14] Art. 1390 (2) Civil Code.

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