

**VICTOR TALAVERA AND VISITACION AGUSTIN TALAVERA,
PETITIONERS, VS. HON. COURT OF APPEALS AND JOSE LAXAMANA,
RESPONDENTS.**

G.R. No. 77830, February 27, 1990

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

The Court is asked to examine whether or not the Court of Appeals committed reversible error in its finding that there was no voluntary surrender of the landholding in question on the part of respondent Laxamana as tenant.

This petition for review on certiorari assails the decision of the respondent appellate court which affirmed in toto the judgment rendered by the Regional Trial Court of the Third Judicial Region, Branch LXVI, Capas, Tarlac on July 21, 1986.

The dispositive portion of the trial court's decision reads:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiff and ordering the defendants:

- (1) To reinstate Jose Laxamana as their tenant on the landholding in question;
- (2) To pay him the sum of FIVE THOUSAND PESOS (P5,000.00) value of 50 cavans of palay at the rate of P100.00 per cavan as his share for the agricultural year 1984-85;
- (3) To continue paying him the same amount as damages, every agricultural year thereafter until his actual reinstatement." (CA Decision, p. 2; Rollo, p. 16)

The facts pertinent to the case at bar are as follows:

On July 10, 1984, an action for recovery of possession was instituted by the private respondent against the petitioners over a parcel of agricultural land with an area of 21,081 square meters located at Brgy. Sto. Domingo II, Sitio Tambo, Capas, Tarlac.

The complaint alleged, among others, that respondent Laxamana had been a bonafide tenant of the aforesaid parcel of land since 1958 until the petitioners took possession thereof sometime in 1984; that respondent Laxamana had been in continuous possession and cultivation of the said landholding since 1958 but the petitioners, for unknown reasons and without the knowledge of respondent Laxamana, planted palay thereon in 1984 through force and intimidation after plowing and harrowing were done by respondent Laxamana; and that due to the petitioners' illegal actions, respondent Laxamana suffered damages in the amount of P500.00 and the price equivalent to sixty-five (65) cavans of palay per agricultural year from the time of his dispossession until his reinstatement as tenant over the landholding in question.

In their answer, the petitioners counter-alleged, among others, that their tenancy relationship with respondent Laxamana was terminated pursuant to a document captioned "Casunduan" executed on March 30, 1973 whereby

the latter sold his rights and interests over the agricultural landholding under litigation for a consideration of P1,000.00; that respondent Laxamana was not actually a tenant of the petitioners and whatever tenancy rights the former had exercised over the landholding in question were voluntarily surrendered by him upon the execution of the aforesaid document; that respondent Laxamana had only himself to blame for the litigation expenses resulting from his baseless and patently frivolous complaint; and that respondent Laxamana was no longer entitled to the amount equivalent to 65 cavans of palay per agricultural year as claimed since he was no longer a tenant of the petitioners.

After trial, the private respondent obtained a favorable judgment from which the petitioners appealed to the respondent Court.

In a decision promulgated on March 3, 1987, the Court of Appeals affirmed the lower court's holding that the "Casunduan" even if assumed to be valid did not constitute "voluntary surrender" as contemplated by law, hence, respondent Laxamana ought to be reinstated as tenant of the petitioners' landholding.

Consequently, this petition was filed to seek a reversal of the decision of the appellate court. According to the petitioners, the Court of Appeals erred:

I

IN HOLDING THAT PRIVATE RESPONDENT DID NOT VOLUNTARILY SURRENDER THE LANDHOLDING IN QUESTION.

II

IN OVERLOOKING THE PROBATIVE VALUE OF A WRITTEN INSTRUMENT ENTITLED 'CASUNDUAN' WHICH SHOWS VOLUNTARY SURRENDER. (Rollo, p. 4)

The petitioners bolster their claim that respondent Laxamana is no longer their tenant over the landholding in question by invoking the rule on parol evidence with respect to the probative value of the "Casunduan" executed by respondent Laxamana on March 30, 1973. They further argue that the execution of the "Casunduan" clearly showed the intention of respondent Laxamana to surrender whatever rights he had as tenant over the said landholding. Hence, we are presented with the issue of whether or not by virtue of the "Casunduan" dated March 30, 1973, respondent Laxamana as tenant is deemed to have surrendered voluntarily the subject landholding to its owners — the petitioners.

The evidence on record and the petitioners' arguments are not enough to overcome the rights of the private respondent provided in the Constitution and agrarian statutes which have been upheld by this Court.

The very essence of agricultural tenancy lies in the cardinal rule that an agricultural tenant enjoys security of tenurial status. The Code of Agrarian Reforms of the Philippines (Republic Act No. 3844, as amended) specifically enumerates the grounds for the extinguishment of agricultural leasehold relations. Section 8 of the said Code provides:

"Extinguishment of agricultural leasehold relation. — The agricultural leasehold relation established under this Code shall be extinguished by:

- (1) Abandonment of the landholding without the knowledge of the agricultural lessor;
- (2) Voluntary surrender of the landholding by the agricultural lessee, written notice of which shall be served three months in advance; or
- (3) Absence of the persons under Section nine to succeed to the lessee, in the event of death or permanent

incapacity of the lessee."

The petitioners invoke voluntary surrender under Paragraph 2 of Section 8 as the reason for the end of the tenancy relationship.

Voluntary surrender, as a mode of extinguishment of tenancy relations, does not require any court authorization considering that it involves the tenant's own volition. (see *Jacinto v. Court of Appeals*, 87 SCRA 263 [1978]). To protect the tenant's right to security of tenure, voluntary surrender, as contemplated by law, must be convincingly and sufficiently proved by competent evidence. The tenant's intention to surrender the landholding cannot be presumed, much less determined by mere implication. Otherwise, the right of a tenant to security of tenure becomes an illusory one.

Standing by itself, the March 30, 1973 *Casunduan* indicates, as contended by the petitioners, a voluntary relinquishment of tenancy rights. It states that on his own initiative, Jose Laxamana went to the Talaveras and requested that he be allowed to sell his "puesto cung asican" or "the plot I am farming" to the couple. A subscribing witness, Ermela Lumanlan testified on the voluntary sale of tenancy rights for P1,000.00, her signing as a witness at the bottom of the contract, and Laxamana's signing the document.

The argument of the private respondent that under Section 28 of the Agrarian Reform Code, a voluntary surrender to be valid must be "due to circumstances more advantageous to him and his family" is double-edged. There appears no question that Laxamana needed money to pay for the expenses incident to the illness of his wife which led to her death. The money was to his advantage.

The basic issue in this case is — what did Laxamana give up in return for the P1,000.00? The case is marked by poor handling at the trial stage and it is not clear whether or not the P1,000.00 was a result of the usual paternalistic arrangements between landlords and tenants where the latter meekly approach the landlords in their hours of need or something else.

In the first place, the agreement was prepared by petitioner Visitacion A. Talavera. Laxamana could hardly sign his own name. He was clearly at a disadvantage in the execution of the contract and the wording of the agreement. The intention to give up the landholding must be gleaned from evidence in addition to the document which was signed by an ignorant and illiterate peasant in an hour of emotional stress and financial need.

Second, and most important, Laxamana continued to work on the farm from 1973 up to 1984 when the petitioners ejected him. As stated by the appellate court, why did it take the petitioners more than ten years to enforce the *Casunduan*?

The Talaveras claim that they cultivated the land themselves from 1973 to 1984 when the complaint was filed. This claim is belied by Exhibits A and 13. In Exhibit A, barangay captain Francisco Manayang reports to the team leader of the Ministry of Agrarian Reform that, per his own personal knowledge, Jose Laxamana has been tilling the disputed land since 1958. Exhibit 13 is an affidavit to the same effect by Manayang, Mr. Porfirio Manabat who is president of the Agrarian Reform Beneficiaries Association, and a certain Romeo dela Cruz all of whom are residents of the barangay where the land is located. Significantly, Laxamana is a resident of Sitio Tambo, Barangay Sto. Domingo II where the disputed land is situated while the Talaveras reside in another barangay, Arangureng, of Capas, Tarlac. We see no reason why the factual findings of the trial court and the appellate court should be reversed insofar as the continuous cultivation from 1973 to 1984 is concerned.

Third, it is not shown why Laxamana should voluntarily give up his sole source of livelihood even if he needed money to pay off his debts. Or what he did from 1973 to 1984 if the claim of the Talaveras that they worked the land themselves is correct. We are more inclined to believe that Laxamana was forced by circumstances to sign

something he did not fully understand and then went right back to the farm and continued to work on it until 1984.

It is true that Cristobal Gamido, Jr., officer-in-charge of the Agrarian Reform Team issued on May 8, 1986 a certification that the contested land is not tenanted. However, the basis for the certification — whether or not Mr. Gamido merely read the Casunduan literally — is not shown. It cannot overcome the more convincing evidence of persons actually residing where the land is located.

Tenancy relations cannot be bargained away except for the strong reasons provided by law which must be convincingly shown by evidence in line with the State's policy of achieving a dignified existence for the small farmers free from pernicious institutional restraints and practices (Sec. 2 [2], Code of Agrarian Reforms).

We, therefore, rule that except for compelling reasons clearly proved the determination that a person is a tenant-farmer, a factual conclusion made by the trial court on the basis of evidence directly available to it, will not be reversed on appeal and will be binding on us. (see *Macaraeg v. Court of Appeals*, G.R. No. 48008, January 20, 1989; *Co v. Intermediate Appellate Court*, 162 SCRA 390 [1988]).

WHEREFORE, IN VIEW OF THE FOREGOING, the petition is hereby DISMISSED. The decision of the Court of Appeals dated March 3, 1987 is AFFIRMED.

SO ORDERED.

Fernan, C.J., (Chairman), Feliciano, Bidin, and Cortes, JJ., concur.

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