

## FIFTH DIVISION

**[ CA-G.R. SP NO. 78890, August 08, 2006 ]**

**ROSALINA G. HILARIO, PETITIONER, VS. GERARDO COLOT,  
RESPONDENT.**

### **D E C I S I O N**

**GUARIÑA III, J.:**

On the theory that the complaint for ejectment was an agrarian dispute falling within the competence of the Department of Agrarian Reform Board, the Regional Trial Court of Lucena City overturned a decree of eviction of the Municipal Trial Court of Tiaong, Quezon and dismissed the case for lack of jurisdiction. This was the apotheosis of a suit that started as a simple case for forcible entry and where the answer of the defendant setting forth a claim of tenancy was glossed over by the denial of the admission of his answer due to a technicality.<sup>[1]</sup>

The MTC, with only the complaint before it, originally dismissed the case in August 2000<sup>[2]</sup> on the ground that it was no longer simple ejectment, since more than one year had elapsed from the date of entry of the defendant. The ruling was initially sustained in an appeal to the RTC. But on a motion for reconsideration, the RTC had a change of mind and remanded the case to the MTC for continuation of proceedings. In the position paper<sup>[3]</sup> that he was subsequently permitted to file in October 2002, complete with attachments,<sup>[4]</sup> the defendant restated his basic stance that he was an agricultural tenant. In keeping with the rules, the MTC scheduled a hearing on the issue of tenancy and rendered a decision.<sup>[5]</sup>

The plaintiff in this case is Rosalina Hilario who is the owner of parcel of land at Lalig, Tiaong Quezon with an area of 10,632 square meters and registered in her name as TCT No. 234681.<sup>[6]</sup> Some months before filing her case in March 2000, she settled her dispute over the land with the defendant Gerardo Colot before the Lupon Tagapamayapa of Lalig. In a Certification issued on February 18, 2000,<sup>[7]</sup> the barangay authorities of Lalig stated that the parties had agreed to the following conditions – (1) *Colot will pay Hilario the amount agreed upon which is P300 per square meter within 60 days; and (2) if no payment is made within the period, Hilario will have the right to evict Colot and his family from her land.* The MTC capitalized on this document as a definitive evidence of an amicable settlement that under the Katarungang Pambarangay Law has the force and effect of a final judgment of a court upon the expiration of ten days from its execution.<sup>[8]</sup> In a decision on January 15, 2003, it declared that the defendant was not a tenant of the plaintiff and ordered him to vacate the premises and pay an amount of P500 per month to the plaintiff for the use and occupation of the property from February 2000 until the plaintiff is restored to possession. He was also ordered to pay litigation expenses of P2,000 and costs.<sup>[9]</sup>

The MTC relied on a very loose interpretation of the parol evidence rule<sup>[10]</sup> to bar proof of the defendant's tenancy claim. It reasoned that the oral evidence of the defendant could not be allowed under this principle to alter or vary the stipulations in the barangay certification of February 18, 2000. It also looked askance at the attachments to the position paper of the defendant which were dated much later than the certification. The court demeaned this presentation as a last-ditch attempt of the defendant to stamp a color of title on his claim of tenancy.

The RTC disagreed.<sup>[11]</sup> It reversed the ruling of the court a quo and, finding it devoid of jurisdiction, dismissed the case. Jurisdiction over the case was explicitly recognized to be with DARAB. This judgment was handed down on June 12, 2003 by Branch 55 of the Lucena court presided over by Judge Bienvenido Mapaye. Because of his incisive analysis of the evidence, we will discuss his ruling at length.

### ***The RTC decision***

The defendant had alleged that the original owner of the land was Alfonso Alonzo. He instituted the defendant's grandfather Lucio Cepeda as his tenant, and since then, Cepeda and his descendants were in actual occupation of the land, through successive changes of ownership, until the present.<sup>[12]</sup> Judge Mapaye's research into the background facts, however, led him to discover that the land in dispute was part of a property that was titled in the name of Anselmo Hilario<sup>[13]</sup> and later partitioned to his heirs. The portion known as Lot 5, now the land in question, was allotted to Liwayway Dimagiba who was the wife of Atty Hermogenes Dimagiba. Around this time, the defendant's account starts to reconcile with the findings. Judge Mapaye observes that when the defendant's mother Florencia Colot died in 1979, the Dimagibas were already the owners of the property. The defendant took over the tenancy rights of his mother and continued in possession and cultivation of the land until Liwayway Dimagiba sold it to the plaintiff in 1988.<sup>[14]</sup>

Judge Mapaye points out that there is a law which says that in case of the sale and transfer of ownership of the land, the tenancy relationship between the parties is not extinguished and the buyer assumes the right and obligations of the former landowner in relation to the tenant.<sup>[15]</sup> He unmistakably alludes to Section 10 of RA 3844. *Bautista vs Mag-isa Vda de Villena* 438 SCRA 259. Under this provision, the mainstay of the security of tenure of an agricultural tenant, the plaintiff as the new landowner is bound to respect the existing tenancy contract of the defendant over the land. It is a matter of public policy.

The MTC has in Judge Mapaye's analysis overlooked two pieces of material evidence that strongly corroborates the defendant's tenancy claim. In an April 2000 *Pagpatunay*,<sup>[16]</sup> BARC chairman Magsino attests that the defendant was a tenant of Atty. Dimagiba, and in the September 2001 *Patunay*,<sup>[17]</sup> the defendant jointly with Magsino and the barangay captain Domingo Serrano affirm that they had divided the harvest of 113 kilos of *lanzones*, after deducting expenses, leaving the one-half share of the landowner to the custody of the barangay captain.

The plaintiff chose not to refute these documents and instead, abided by the certification of the Lupon Tagapamayapa<sup>[18]</sup> recognizing her right to eject the defendant. The certification did not, however, touch on the question of whether the