

## THIRD DIVISION

[ G.R. NO. 163680, January 24, 2006 ]

**MONICO SAN DIEGO, PETITIONER, VS. EUFROCINIO  
EVANGELISTA, RESPONDENT.**

### D E C I S I O N

**CARPIO MORALES, J.:**

Petitioner Monico San Diego has been an agricultural tenant in a parcel of land (the property) located in barangay San Vicente, Sta. Maria, Bulacan, covered by TCT Number 98.728 (M) in the name of Andres Evangelista. After Andres Evangelista died in 1994, his son respondent Eufrocinio Evangelista inherited the property which has a total area of three hectares, 21,000 square meters of which are planted with rice and the remaining 11,200 square meters with bamboo.

On June 6, 1996, petitioner filed a complaint before the Department of Agrarian Reform Adjudication Board (DARAB) Region III Office, Malolos, Bulacan against respondent for maintenance of peaceful possession, enjoyment, and damages with respect to the bambooland portion of the property. He complained that respondent and some unidentified companions "forcibly entered the [bamboo-planted portion of the property] and without authority of law and by means of force and intimidation cut down some of the bamboo trees [which he had] planted [thereon]," without giving him his lawful share, and they threatened to continue cutting down the remaining bamboo trees and tried to dispossess him as agricultural tenant thereof.

[1]

Respondent countered that petitioner is a tenant only with respect to the riceland portion of the property, the bambooland portion not being tenanted. And he denied petitioner's claim of having planted the bamboo trees, he claiming that they have been existing since 1937.

The DARAB Provincial Adjudicator dismissed petitioner's complaint by decision of October 6, 1997,<sup>[2]</sup> holding, *inter alia*, as follows, quoted *verbatim*:

x x x x

A succinct reading of the contract of lease will reveal as to what intent of the parties maybe in interpreting the entire contract of lease; and on this point, note must be taken that per wordings in the contract of lease, the existence of which is admitted by both parties, that the thirty three cavans of palay per annum or forty-five (45) kilos per cavan during the wet season actually represents the equivalent of twenty-five (25%) per cent of the average harvests during the agricultural years from 1970, 1971, and 1972. No mention was made about the yield of the bambooland portion as to how much actually per year was the harvest

for said three (3) agricultural years.

In view of this observation of this office, the Board is inclined to favor the view of the defendant that, indeed, only the riceland portion of the landholding is actually covered by the contract of lease and that the 33 cavans amount of rental per year during the wet seasons refers to the riceland portion of the landholding.

x x x x<sup>[3]</sup> (Underscoring supplied)

On appeal, the DARAB, by decision of February 16, 2000,<sup>[4]</sup> reversed that of the Provincial Adjudicator, it holding that:

x x x x

The agricultural leasehold contract executed between Plaintiff-Appellant and the late Andres Evangelista covers the lot consisting of three (3) hectares as evidenced by an Agricultural Leasehold Contract executed by herein parties on 4 September 1984 (Exhibit "1"; page 30, Rollo). Apparently, Plaintiff-Appellant is a tenant on the 3-hectare land and not on the 21,000 square meter area. Clearly, the bamboo land is part and parcel of the 3-hectare land. Nowhere in said contract excluded the bamboo land. The contract being the law between the parties is therefore binding between them. Indeed, Exhibit "1" produces effect as between the parties who executed the same. (Underscoring supplied)

Parenthetically, Republic Act 3844 categorically provides that "in case there is doubt in the interpretation and enforcement of laws or acts relative to tenancy, including agreements between the landowner and the tenant, it should be resolved in favor of the latter, to protect him from unjust exploitation and arbitrary ejection by unscrupulous landowners."

<sup>[5]</sup> x x x (Underscoring in the original)

His motion for reconsideration having been denied by DARAB resolution of January 12, 2001, respondent elevated the case via petition for review to the Court of Appeals which reversed the DARAB decision and reinstated that of the DARAB Provincial Adjudicator, by decision of December 18, 2003.<sup>[6]</sup>

In reversing the DARAB decision, the Court of Appeals observed:

x x x x

In the case of *Monsanto v. Zerna*,<sup>[7]</sup> the Supreme Court laid down the elements of a tenancy relationship, which are:

"(1) the parties are landowner and the tenant or agricultural lessee; (2) and subject matter of the relationship is an agricultural land; (3) there is consent between the parties to the relationship; (4) that the purpose of the relationship is to bring about agricultural production; (5) **there is personal cultivation on the part of the tenant or agricultural**

**lessee; and (6) the harvest is shared between the landowner and the tenant or agricultural lessee."**

Following the guidelines set forth in Monsanto case, the Agricultural Leasehold Contract of private respondent with the late Andres Evangelista excluded the bamboo land area, for the simple reason that requisites 5 and 6 are wanting in the instant case.

The wordings of the agricultural leasehold contract itself which pertains only to the produce of rice belies private respondent's claim in paragraph 4 of his Complaint that "*...the subject bamboo trees were planted by herein plaintiff (now private respondent) when the latter started working as agricultural tenant on the subject landholding."* Thus, no evidence of personal cultivation of bamboo trees was presented by private respondent other than his bare allegations to this effect.

On the contrary, it was established in the Affidavits or "Sinumpaang Salaysay" of several neighbors of petitioner, one of whom is a Barangay Chairman, that as early as 1957, Andres Evangelista during his lifetime was the one in possession of the bamboo land and actively administered the cutting of the bamboo trees thereon, which upon the death of Andres Evangelista was carried on by petitioner when he inherited the bamboo land in question.

Moreover, it was aptly observed by the Adjudicator a quo in its reversed decision that:

"it is quite intriguing to one's conscience if there is any truth to the claim of plaintiff that he was the one who planted the bamboo trees existing in the landholding in question **for it must be taken judicial notice of the fact that during the recent years, specially so at the age of the plaintiff, that it is no longer usual for a person of his age to claim that he was the one who planted the bamboo trees on the bamboo land portion of the landholding in question.**"

Moreover, Exhibit 6-A which is the annual payment of lease made by private respondent, listed merely in a piece of paper, as kept by the late Andres Evangelista during his lifetime, clearly showed that the said payments corresponds only to the yield of rice over the portion of riceland and not on the disputed bamboo land. Again, no mention was made about the yield of the bamboo land as to how much per year was the harvest. Absent the essential elements of consent and **sharing between the parties no tenancy relationship can exist between them.**

All told, private respondent is not a tenant in the subject bamboo land."<sup>[8]</sup>  
(Italics, emphasis and underscoring in the original, citations omitted)

Petitioner's motion for reconsideration having been denied by the appellate court by resolution of May 25, 2004, he comes to this Court on petition for review on certiorari, insisting on his claim that the Agricultural Leasehold Contract (the