505 Phil. 208

SECOND DIVISION

[G.R. NO. 144071, August 25, 2005]

SPOUSES ALEJANDRO A. JOSON AND LOURDES SAMSON, PETITIONERS, VS. REYNALDO MENDOZA AND AGAPITO LAQUINDANUM, RESPONDENTS.

D E C I S I O N

CHICO-NAZARIO, J.:

This is a petition for review questioning the Decision[1] dated 27 January 2000 of the Court of Appeals in CA-G.R. SP No. 47437 affirming the Decision dated 21 July 1997 of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 3414, which modified the decision dated 24 January 1995 of the Provincial Agrarian Reform Adjudicator (PARAD) and ordered the parties to maintain the *status quo* on the landholding in question. Petitioners, likewise, find objectionable the Resolution[2] dated 05 July 2000 denying therein motion for reconsideration.

The material facts, substantiated by the evidence on hand, leading to the instant petition, based on the summary of the DARAB, are as follows:

Petitioners are the registered owners of a parcel of riceland with an area of approximately 1.25 hectares, located at Barrio Bagongbayan, Malolos, Bulacan, and covered by Transfer Certificate of Title No. T-89652 of the Registry of Deeds of Bulacan.[3] Respondents Reynaldo Mendoza and Agapito Laquindanum, on the other hand, claim to be the actual and lawful tillers of the land.

On 22 September 1987, petitioners and Pastor Mendoza, father of respondent Reynaldo Mendoza, entered into an Agricultural Leasehold Contract covering the said parcel of land where the lessee bound himself to pay 20 *cavans of palay* at 46 kilos per *cavan* to the lessor per cropping.[4]

On 17 August 1994, petitioners filed with the PARAD a Complaint for Confirmation of Right To Recover Possession with Damages.[5] Petitioners sought the recovery of possession and actual cultivation of the landholding in question from Pastor Mendoza, alleging therein in substance that lessee Pastor Mendoza has migrated to the United States of America and has lived there as lawful permanent resident since 22 February 1988 as evidenced by the letter of the Department of Justice of the United States of America; hence, it is not possible for him to work as a tenant in the Philippines, thereby virtually abandoning the land. They alleged further that they have not given their consent to either respondent Agapito Laquindanum or respondent Reynaldo Mendoza to till the land, the latter in lieu of his father.

Pastor Mendoza and respondents, in their Answer, denied the material allegations of the complaint averring that Pastor Mendoza still possessed all the qualifications

required of an agricultural tenant according to law, and that he did not abandon nor has he the intention of abandoning his right over the land in question.

On 24 January 1995, Judge Gregorio D. Sapera, Provincial Adjudicator of Bulacan with station at Malolos, Bulacan, Region III, issued a Decision favoring the respondents. The dispositive portion of the PARAD's Decision[6] reads:

> WHEREFORE, premises considered judgment is hereby rendered:
>
> 1. Ordering the petitioner to recognize Reynaldo Mendoza as his new tenant;
>
> 2. Ordering the MARO of Malolos, Bulacan to execute a new Agricultural Leasehold Contract in favor of Reynaldo Mendoza;
>
> 3. Ordering petitioner to cease and desist in interfering/molesting herein respondents' peaceful occupation over the subject landholding;
>
> 4. No pronouncement of costs.[7]

In due time, petitioners appealed the PARAD Decision to the DARAB.

On 21 July 1997, the DARAB modified the decision dated 24 January 1995 of the PARAD. The DARAB held that although the agricultural lessee Pastor Mendoza has, indeed, abandoned the landholding in question and although the other appellees (*i.e.*, now respondents) are not tenant-farmers on the subject land but are mere farm workers or actual tillers thereon, petitioners are, nonetheless, barred from recovering possession of the landholding in question, although they are the owners thereof, in view of the passage of Republic Act No. 6657 (The Comprehensive Agrarian Reform Law or CARL), which grants to the said appellees the protection of being secured in their farming activities in the landholding in question. The dispositive portion of the DARAB's Decision[8] reads:

> WHEREFORE, in conformity with the above-stated ruling of the Hon. Supreme Court in the afore-quoted case, the assailed Decision dated January 24, 1995 is hereby MODIFIED. The parties plaintiffs-appellants as landowners and defendant-appellees Reynaldo Mendoza and Agapito Laquindanum are enjoined to observe the *status quo* on the landholding in question, that is, said appellees to work on the said land and pay the lease rentals while the appellants to maintain them in peaceful possession and tilling on the said landholding, subject to whatever disposition the Department of Agrarian Reform may take on the land in question.
>
> Without pronouncement as to costs.[9]

Ruling of the Court of Appeals

On appeal, the Court of Appeals rendered a Decision affirming the decision of the DARAB. Without expressly debunking the finding of the DARAB that petitioners gave no consent, whether express or implied, to the respondents' tillage of petitioners'

land, the Court of Appeals found that petitioners were, nevertheless, estopped from now asserting ignorance of Reynaldo Mendoza and Agapito Laquindanum's occupancy and tillage of the land in controversy inasmuch as they have been receiving lease rentals from Reynaldo Mendoza for years. The *fallo* of the Decision of the Court of Appeals provided:

> WHEREFORE, premises considered, the instant petition is hereby DENIED. The assailed decision dated July 21, 1997 and the Resolution dated March 30, 1998 issued by the Department of Agrarian Reform Adjudication Board in DARAB Case No. 3414 are hereby AFFIRMED.
>
> No pronouncement as to costs.[10]

The Issue

Petitioners' motion for reconsideration was denied by the Court of Appeals in a Resolution[11] dated 05 July 2000. Hence, in this quest for a review before this Court, petitioners assign the following errors to the Court of Appeals, *viz*:

> THE HONORABLE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION:
>
> 1. WHEN IT MAKES ITS OWN FINDINGS AND SUBSTITUTE (SIC) THE SAME IN LIEU OF THE FINDINGS OF THE AGRARIAN COURT.
>
> 2. WHEN IT MANIFESTLY OVERLOOKED A CERTAIN RELEVANT FACT THAT RESPONDENTS WERE NOT CLAIMING ANY RIGHT OF THEIR OWN AS LANDLESS PEASANTS BUT AS MERE FARMWoRKERS FOR FEE OF TENANT PASTOR MENDOZA AND NOT OF PETITIONERS WHO HAVE NOT CONSENTED THERETO AND IF PROPERLY CONSIDERED WOULD JUSTIFY A DIFFERENT CONCLUSION THAT RESPONDENTS ARE NOT DE JURE FARMWORKERS ENTITLED TO THE BENEFIT OF THE COMPREHENSIVE AGRARIAN REFORM PROGRAM (CARP FOR BREVITY).
>
> 3. WHEN IT REQUIRES PETITIONERS RATHER THAN RESPONDENTS WHO ARE CLAIMANTS OF BEING LANDLESS TILLERS TO PRESENT PROOF THAT THEY ARE SUCH LANDLESS TILLERS/PEASANTS. THUS, SAID DECISION IS CONTRARY TO THE DOCTRINE HELD IN THE CASE OF CENTRAL MINDANAO UNIVERSITY, THAT ALLEGATION OF BEING LANDLESS PEASANTS REQUIRES PROOF AND SHOULD NOT BE ACCEPTED AS FACTUAL TRUE AND THAT OF THE CASE OF ***P.T. CERNA CORPORATION VS. COURT OF APPEALS, 221 SCRA 19***, WHICH HELD THAT: "HE WHO ALLEGES A FACT HAS THE BURDEN OF PROVING IT AND MERE ALLEGATIONS IS NOT EVIDENCE." (Emphasis in the original)[12]

The assigned errors involve three (3) principal issues: whether or not the Court of Appeals erred (1) when it made its own findings in lieu of the Agrarian Court; (2) when it ruled in favor of the respondents despite the fact that they were not claiming any right of their own as landless peasants but as mere farm workers for fee of tenant Pastor Mendoza and not of petitioners who have not consented thereto or despite the fact that they were not *de jure* farm workers entitled to the benefits

of CARL; and (3) when it required petitioners, instead of respondents who are claimants of being landless tillers/peasants, to present proof that they are landless tillers/peasants.

The Court's Ruling

The appeal is partly meritorious.

On the *first issue*, petitioners plead that in agrarian cases, the power of appellate review is limited to questions of law as the findings of fact of the DARAB, when supported by substantial evidence, shall be binding upon the Court of Appeals. Hence, the appellate court cannot make its own findings of fact and substitute the same *in lieu* of the findings of the DARAB, unless there was grave abuse of discretion on the part of the DARAB. Consequently, petitioners ascribe error on the appellate court in making its own finding that they were estopped from questioning the authority of respondents to till their land. The Court of Appeals held that petitioners have been receiving the rentals from respondent Reynaldo Mendoza and that it was only four (4) years after that they questioned Mendoza's authority. For clarity, we quote the pertinent portion of the assailed Court of Appeals Decision:

> . . . Furthermore, no evidence was presented by the petitioners that they objected to the succession of Reynaldo as tiller of the land, as the replacement of his father, Pastor. If there was any objection, such objection was made only after four (4) years that is, from the time the respondents Reynaldo and Agapito took the place of Pastor sometime in February 1988 when the latter migrated to the United States up to the time herein petitioner Lourdes Joson allegedly learned in June, 1992 that Pastor was already staying in the United States. It was quite strange for the petitioners to have inquired about the whereabouts of Pastor only after four (4) years, when during all those times it was already Reynaldo who was delivering the lease rentals to the petitioners. Otherwise stated, it was only in 1992, that the petitioners questioned the status of Reynaldo before the Municipal Agrarian Reform Office of Malolos, Bulacan. . .[13]

This finding of implied consent on the part of petitioners to the tillage of their land by respondents is, according to petitioners, repugnant to the DARAB's finding that there was no such consent to the tillage, **either express or implied.** The distinct findings of the DARAB on this respect were as follows:

> *It is likewise very clear from the records that no consent, either express or implied, was given to appellee Reynaldo Mendoza or to his co-helper Agapito Laquindanum by the appellants in order to create a tenancy relationship between them on the landholding in question.* The appellants-agricultural lessor received the lease rentals from Reynaldo Mendoza or his spouse Lina Mendoza after February 22, 1988 on the firm belief that he (Reynaldo Mendoza) was acting in behalf of his father Pastor Mendoza whose permanent transfer of residence to the United States was to be known officially to them only in January 1994 and learning the same, the appellants noted in protest the delivery by Reynaldo Mendoza of the lease rentals to them, indicating that they do not conform to the present or prevailing set-up in the land in question.

> The forum of origin's finding or conclusion in this regard and as to the present status of Pastor Mendoza on the land has no basis at all.[14] (Emphasis supplied.)

Recall that *Malate v. Court of Appeals*[15] guides us that:

> In appeals in agrarian cases, the only function required of the Court of Appeals is to determine whether the findings of fact of the Court of Agrarian Relations are supported by substantial evidence. And substantial evidence has been defined to be such relevant evidence as a reasonable mind might accept as adequate to support a conclusion and its absence is not shown by stressing that there is contrary evidence on record, direct or circumstantial, and where the findings of fact of the agrarian court are supported by substantial evidence, such findings are conclusive and binding on the appellate court.

In *Reyes v. Reyes*,[16] this Court ruled that the appellate court cannot make its own findings of fact and substitute the same for the findings of fact of the DARAB, thus:

> A perusal of the assailed decision clearly shows that *nowhere did the Court of Appeals rule that the findings of fact of the DARAB Region III Provincial Adjudicator or the DARAB-Central Office were unsupported by substantial evidence. Nor did the appellate court hold that said findings were made with grave abuse of discretion on the part of the agrarian quasi-judicial agencies. An examination of the record categorically shows that the findings of fact of the DARAB were supported by substantial evidence*. Perforce, the *Malate* ruling must apply to the instant case. *The finding of the DARAB that petitioner, by virtue of the contract of agricultural leasehold entered into between her and the Castros, is the substitute tenant of the latter in lieu of her deceased father, is binding upon the appellate court and this Court. Equally conclusive upon the court a quo and this Court is the finding by the DARAB that respondents were mere usurpers who failed to present any proof as to the existence of a tenancy relationship between them and the Castro family*. (Emphases ours)

Applying the foregoing precepts, absent any categorical statement or showing on the part of the Court of Appeals that the DARAB's finding of lack of consent is unsubstantiated by evidence, the appellate court had no basis to reverse such finding. Too, we find that the DARAB's conclusion of fact is amply buttressed by proof on record, testimonial and documentary.

We first proceed to the third assigned error to lay down certain basic premises necessary for our discussion of the second assigned error.

The third assigned error decries the following portion of the Court of Appeals' disquisition, *viz*:

> . . . [I]t could be said *that the petitioners failed to show convincing evidence to contradict the claim of respondents Reynaldo Mendoza and Agapito Laquindanum that they are landless beneficiaries. All that the petitioners could present were mere allegations which were not supported by any concrete evidence to prove their claim*. Thus, We are