

## FIFTH DIVISION

[ CA-G.R. SP No. 125002, June 10, 2014 ]

**FIL-ESTATE GOLF & DEVELOPMENT, INC., PETITIONER, VS.  
JUANITO MAULANIN, RESPONDENT.**

### DECISION

**SORONGON, E.D., J.**

In this Petition for Review under Rule 43 of the Rules of Court, Fil-Estate Golf & Development, Inc. (petitioner) seeks to nullify and set aside the Decision<sup>[1]</sup> dated October 24, 2011 of the Department of Agrarian Reform and Adjudication Board (DARAB) in DARAB Case No. 13321, entitled "*Juanito Maulanin vs Fil-Estate Golf & Development, Inc. and Warbird Security & Investigation Agency*", which affirmed the earlier decision of the Office of the Provincial Agrarian Reform Adjudicator (PARAD) of Cavite ordering petitioner to vacate the subject premises and turn over the peaceful possession thereof to respondent Juanito Maulanin. Likewise assailed herein is the Resolution<sup>[2]</sup> dated May 14, 2012 denying petitioner's motion for reconsideration.

The records yield the following pertinent factual and procedural antecedents:

The instant controversy involves a parcel of agricultural land, consisting of 10,000 square meters, situated in Barangay Ulong Tubig, Carmona, Cavite and covered by Transfer Certificate of Title (TCT) No. 2570 (CLOA No. 00563559). The subject land was previously owned by and registered in the name of Cornelia Manga (Manga) under TCT No. T-235527<sup>[3]</sup>.

Apart from the said property, Manga owned other agricultural lands in the area. As it exceeded the retention limits provided under Republic Act (RA) 6657, otherwise known as the Comprehensive Agrarian Reform Law (CARL), her properties were placed under compulsory acquisition by the Department of Agrarian Reform (DAR) on August 15, 1997. Despite such coverage, however, Manga sold several parcels of her agricultural land, including the herein subject property, to petitioner sometime in 1999. Immediately after the sale, petitioner took possession of the same and engaged the services of Warbird Security & Investigation Agency (Warbird) to secure the premises.

On March 20, 1999, Juanito Maulanin (respondent) and his mother, Corazon, filed a Complaint<sup>[4]</sup> for "*Maintenance of Peaceful Possession with Damages with a Prayer for Issuance of Temporary Restraining Order and Preliminary and Final Mandatory and Prohibitory Injunction*" against Fil-Estate Group of Companies (Fil-Estate) before the PARAD. In their complaint, it was alleged that during his lifetime, Melanio Maulanin (respondent's father) was the constituted tenant of a one (1) hectare piece of agricultural land formerly owned by Manga, which property has now been conveyed to Fil-Estate. Their family has tilled the said land since 1968 and paid lease rentals thereon to a certain Domeng, the caretaker of Manga, without any

receipts. Upon Melanio's demise, respondent and Corazon continued cultivating the subject land but had to temporarily leave the same due to an accidental fire that occurred in the area sometime in April 1997. They returned to the premises several months later and again planted crops thereon. However, on March 19, 1999, they were surprised when Fil-Estates' security guards suddenly prevented them from entering their landholding. They argued that the company had no right to eject them without justifiable cause since under the law, tenancy status is not affected by the mere transfer of ownership of the land. Further, their dispossession deprived them of their only means of livelihood. They thus prayed that Fil-Estate be ordered to respect and maintain them in peaceful possession of their landholding.

In its Answer under date May 31, 1999, petitioner clarified that the impleaded entity, Fil-Estate Group of Companies, does not possess any juridical personality, the same being a mere collective name for several Fil-Estate corporations. Petitioner averred that it is the party-in-interest because it is the entity having ownership over the properties previously held by Manga. Responding to the allegations of respondent and his mother, it maintained that the complaint should be dismissed for lack of jurisdiction as the case does not involve any agrarian dispute. To prove this point, petitioner insisted that the Maulanins were not its agricultural tenants or that of Manga, its predecessor-in-interest. In fact, at the time it bought the parcels of agricultural land from Manga, the latter expressly warranted that the same were not tenanted and were free from lien or encumbrance of any kind. Neither was there any visible notice that the lands were in fact tenanted. Petitioner thus demand payment of damages, litigation expenses and attorney's fees for the besmirched reputation it allegedly suffered by reason of the filing of the complaint.

While the case was pending, the DAR issued Certificate of Land Ownership Award (CLOA) No. 00563559 recognizing herein respondent and a certain Ricardo B. Cortez as farmer-beneficiaries of the subject property. Consequently, TCT No. T-235527 was canceled and a new title, TCT No. CLOA-2570<sup>[5]</sup>, was issued under respondent and Cortez' name on April 28, 2000.

On October 25, 2001, respondent amended his complaint by dropping his mother as co-complainant and impleading Warbird as an additional respondent. In the said Amended Complaint<sup>[6]</sup>, respondent manifested that the subject land had been awarded to him and Cortez by the government as evidenced by CLOA No. 00563559 issued in his favor but despite the issuance thereof, petitioner still refused to grant him access to the subject property and was even threatened by the security guards. Respondent contended that petitioner has no right to bar or harass him from entering the same since as an owner, he is entitled to its possession.

In response to the Amended Complaint, petitioner reiterated the defenses it raised in its original Answer and by way of supplement thereto, it claimed that it never received any notice that the properties formerly owned by Manga were the subject of any CLOA proceedings and that it intends to question the validity and seek the cancellation of the CLOA issued to respondent.

On April 9, 2002, respondent filed an Urgent Ex-Parte Motion for Issuance of a Temporary Restraining Order (TRO) to maintain his peaceful possession and cultivation of his awarded tillage. The PARAD granted respondent's motion in its Order dated April 15, 2002 and issued the sought TRO. Petitioner moved for reconsideration but the same was denied by Order dated April 23, 2002. Thereafter,

the parties were directed to submit their respective position papers on the main case.

On June 21, 2004, the PARAD rendered judgment in favor of respondent. Maintaining that it has jurisdiction over the subject matter of the case, the PARAD ruled that respondent adduced sufficient proof to establish the existence of tenancy relationship between him and Manga, the most telling of which is CLOA No. 00563559 issued in his name. It further declared that the sale of the subject land to petitioner did not extinguish said tenancy relationship because under Section 10 of RA 3844, the purchaser or transferee of an agricultural land is merely subrogated to the rights and obligations of the agricultural lessor. The PARAD, therefore, concluded that petitioner must respect private respondent's ownership and possessory rights over the land in dispute. The *fallo* of the Decision reads:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of the petitioner and against the respondents:

1. Ordering the respondent FEGDVI to vacate the premises in question and turn over the peaceful possession thereof to herein petitioner;
2. Ordering respondents' security guard agency to vacate the premises in question by removing its guard house and other guarding/security facilities from the land in question.

SO ORDERED."

Aggrieved, petitioner appealed to the DARAB. On October 24, 2011, the DARAB issued the now impugned decision affirming the above pronouncement of the PARAD. It held that since herein respondent is a recipient of a CLOA, he is entitled to the possession of the subject land, the same being a necessary and logical consequence of his ownership thereof. It also held that the question on the legality of the issuance of the CLOA may not be passed upon by the Board. In so ruling, it adopted the discussion of the PARAD on the presumption of regularity in its issuance and the prohibition against collateral attack on certificates of title. The DARAB thus disposed:

"WHEREFORE, the appeal is hereby DENIED and the Decision dated 21 June 2004 of the Adjudicator *a quo* is AFFIRMED in *toto*.

SO ORDERED."

Petitioner sought reconsideration of the above Decision but it was denied by DARAB Resolution dated May 14, 2012.

Hence, the present recourse anchored on the following grounds:

## I

WHETHER OR NOT THE DARAB ERRED IN NOT FINDING THAT THE INSTANT CASE DOES NOT INVOLVE AN AGRARIAN DISPUTE AND IS THEREFORE NOT WITHIN THE JURISDICTION OF EITHER THE PARAD OR THE DARAB.

## II