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Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

N O T I C E

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated **February 15, 2022** *which reads as follows:*

"G.R. No. 221310* ***(Juliana Vda. de Nimenzo, Leticia N. Baltazar, Roberto Nimenzo, Catalina Nimenzo, and Marciana Nimenzo-Andres, represented by Leticia N. Baltazar, Petitioners vs. Jorge V. Alejo, Respondent).***

Juliana Vda. de Nimenzo, Leticia N. Baltazar, Roberto Nimenzo, Catalina Nimenzo, and Marciana Nimenzo-Andres, represented by Leticia N. Baltazar *(petitioners)*, appeal the Decision[1] and Resolution[2] of the Court of Appeals *(CA)* dated September 29, 2014 and October 23, 2015, respectively, in CA-G.R. SP No. 122050. The CA reversed the October 12, 2010 Decision[3] of the Department of Agrarian Reform Adjudication Board *(DARAB)*, in DARAB Case No. 14144, which ordered Jorge V. Alejo *(respondent)* to vacate the contested property and to pay back rentals reckoned from crop year 2001.

Antecedents

The instant petition originated from the complaint for ejectment filed by petitioners before the DARAB. They claimed that they are the owners of a parcel of agricultural land situated in San Fabian, Sto. Domingo, Nueva Ecija, covered by Original Certificate of Title *(OCT)* No. P-588, and registered under the name of Fernando Alejo *(Fernando)*. Upon his death, Fernando's heirs executed an

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* Part of the Supreme Court Decongestion Program.

[1] *Rollo*, pp. 38-46; penned by Associate Justice Edwin D. Sorongon, with Associate Justices Rosmari D. Carandang (retired Member of the Court) and Marlene Gonzales-Sison, concurring.

[2] Id. at 77-80.

[3] Id. at 128-137.

extrajudicial partition with absolute sale conveying the subject property to Magdaleno Nimenzo *(Magdaleno)* and Pedro Nimenzo *(Pedro)*. Later, Pedro transferred his rights over the said property in favor of Magdaleno.

On July 12, 1977, Anastacio Alejo *(Anastacio)*, one of Fernando's heirs and respondent's father, executed a *Kasunduan Buwisan sa Sakahan*[4] *(Kasunduan)*, whereby Anastacio agreed to till the subject land and pay Magdaleno 12 cavans of *palay* at 50 kilos per cavan, per harvest. Unfortunately, Anastacio and later respondent, as his successor-in-interest, failed to pay rentals despite repeated demands, in violation of Section 36 of Republic Act *(R.A.)* No. 3844.[5]

Respondent denied the allegation and claimed that the subject lot was registered to his grandfather, Fernando, which was passed on to his legal heirs upon his death. He further insisted that his father, Anastacio, an heir of Fernando, was the actual possessor and tiller of the subject property until his death on August 21, 1995. He argued that the extrajudicial partition with absolute sale was not recorded with the Registry of Deeds and had no effect on Fernando's title. As such, the sale between Magdaleno and Pedro was null and void because the latter had no title over the realty.[6]

The PARAD Ruling

On November 21, 2005, the Office of the Provincial Adjudicator *(PARAD)* rendered a Decision[7] in favor of petitioners herein, disposing in the following manner:

> **WHEREFORE**, premises considered, judgment is hereby rendered in favor of the petitioners, by:
>
> a) ORDERING the respondent, his heirs, assigns and all other persons whose rights are derived from him, to VACATE the subject landholding;
>
> b) ORDERING the respondent to cease and desist from disturbing the petitioners in the peaceful possession and cultivation of the premises; and
>
> c) To pay the costs of the suit.
>
> **SO ORDERED**.[8]

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[4] CA *rollo*, pp. 280-281.
[5] Known as the "Agricultural Land Reform Code."
[6] *Rollo*, pp. 39-40.
[7] Id. at 122-126.
[8] Id. at 126.

The DARAB Ruling

On October 12, 2010, the DARAB denied respondent's appeal and held that his defense of ownership fails because his father, Anastacio, sold his *pro indiviso* rights to the subject property during his lifetime. When Anastacio entered into a leasehold contract, respondent became his successor upon his death on August 21, 1995. Since nonpayment of rentals is a ground for dispossession, respondent should be ejected from the contested landholding.[9] However, the DARAB held that petitioners may only claim back rentals from November 30, 2001, or three years prior to the filing of the complaint, pursuant to Sec. 38[10] of R.A. No. 3844, thus:

> **WHEREFORE**, the Decision of the Honorable Adjudicator [*a quo*] dated November 21, 2005, is hereby **AFFIRMED** with **modification** by ordering the respondent-appellant to pay back rentals reckoned from crop year 2001 up to the present or until payment is satisfied.
>
> No pronouncement as to costs.
>
> **SO ORDERED**.[11]

Respondent filed his Motion for Reconsideration,[12] but the same was denied through a Resolution[13] issued by the DARAB on July 15, 2011.

The CA Ruling

The CA promulgated the now challenged Decision on September 29, 2014, disposing as follows:

> **WHEREFORE**, the petition is **GRANTED**. We **ANNUL** and **SET ASIDE** the Decision dated October 12, 2010 of the Department of Agrarian Reform Adjudication Board (DARAB) and a new one is entered **DISMISSING** as it is hereby **DISMISSED** respondents' complaint for ejectment.
>
> **SO ORDERED**.[14]

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[9] Id. at 134-136.
[10] Section 38. *Statute of Limitations*. – An action to enforce any cause of action under this Code shall be barred if not commenced within three years after such cause of action accrued.
[11] *Rollo*, pp. 136-137.
[12] Id. at 138-140.
[13] Id. at 142-143.
[14] Id. at 45.

The CA held that petitioners failed to establish their claim by preponderance of evidence because: (1) the title to the property remained under the name of Fernando; (2) the tax declarations until 2002 were also under the name of Fernando, and the realty taxes were paid by respondent; (3) petitioners did not cause any lien or encumbrance to be annotated on the title; (4) petitioners failed to explain how respondent became a tenant; and (5) petitioners failed to present evidence of the sharing of harvest.[15]

On October 23, 2015, the CA denied petitioners' motion for reconsideration.[16] Hence, this appeal.

Issues

Petitioners raise the following grounds to buttress their appeal:

> THE HON. COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN RULING THAT:
>
> 1. THE NON[-]TRANSFER OF TITLE IN THEIR NAMES BY THE PETITIONERS IS A CONCLUSIVE PROOF THAT THEY ARE NOT THE OWNER[S] OF THE PROPERTY, SUBJECT OF THE CASE DESPITE BEING IN POSSESSION OF THE DUPLICATE OWNER'S COPY OF TITLE AND DEED OF [EXTRAJUDICIAL] PARTITION WITH DEED OF ABSOLUTE SALE DATED MARCH 15, 1963;
>
> 2. THE BELATED SUBMISSION OF THE TITLE CANNOT BE ADMITTED BY THE COURT DESPITE THE PROVISIONS OF THE DARAB RULES THAT TECHNICAL RULES [ARE] NOT APPLICABLE IN DARAB CASES; [and]
>
> 3. IN ANNULLING AND SETTING ASIDE THE DECISION RENDERED BY THE PROVINCIAL ADJUDICATOR AS AFFIRMED BY THE DARAB, DILIMAN, QUEZON CITY, WHO UNDER THE LAW ARE CONSIDERED EXPERTS IN THE FIELD OF AGRARIAN MATTERS[.][17]

Petitioners contend that whether the title remains under the name of Fernando or that they failed to annotate any lien or encumbrance, it is not conclusive proof that the contested realty is still

[15] Id. at 43-44.
[16] Id. at 77-80.
[17] Id. at 16-17.

owned by him and was later transferred to respondent by succession.[18] They argue that their possession of the duplicate owner's copy of the OCT and the original copy of the notarized extrajudicial partition with deed of absolute sale should have been considered by the CA as conclusive proof of their ownership.[19] The execution of the extrajudicial partition with deed of absolute sale by the heirs of Fernando in favor of Magdaleno is equivalent to delivery of the subject property.[20]

Also, petitioners contend that the CA erred in concluding that respondent had been paying the realty taxes because the latter had not presented any evidence proving the same. Although the tax declaration is still in the name of Fernando, it does not necessarily mean that respondent has been paying the realty taxes. On the contrary, petitioners have been paying the realty taxes since 2005. After a diligent search, they discovered in their possession, a certified true copy of a receipt of realty tax payment dated March 18, 1963, and payment of compromise penalty on May 21, 1963.[21] The CA likewise erred in holding that Magdalena and Maximo Alejo (Anastacio's co-heirs) did not affix their signatures on the extrajudicial partition, when the original copy of the said document bore their respective thumbmarks. Finally, the ruling by the CA that petitioners failed to present evidence of sharing of harvest is negated by the minutes of the *Barangay* Agrarian Reform Committee *(BARC)* meeting which indicated that respondent had admitted that he was a tenant and that he had attempted to pay the rent, but petitioners refused the same.[22]

On the other hand, respondent asserts that petitioners only presented a certified copy of OCT No. P-588 which they attached to their petition for ejectment before the PARAD, and which they only borrowed from him. He likewise contends that petitioners' belated submission of the title under the name of Magdaleno was correctly rejected by the CA considering that it was not put in issue in the pleadings and passed upon by the DARAB.[23]

In fine, the Court now resolves whether the CA committed reversible error in holding that petitioners failed to establish evidence of ownership of the contested realty and agricultural tenancy.

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[18] Id. at 17.
[19] Id. at 18.
[20] Id. at 19.
[21] Id. at 21.
[22] Id. at 21-22.
[23] Id. at 164-165.

The Court's Ruling

There is merit in the petition.

Before proceeding to the substantial merits of this appeal, the Court would like to reiterate the rule that a petition for review on *certiorari* under Rule 45 of the Rules of Court shall raise only questions of law.[24] In here, petitioners invite the Court to determine whether the CA seriously committed an error in holding that they failed to present evidence of their right to eject respondent from the subject landholding. However, such determination will require a review of the evidence submitted by the parties which is not within the jurisdiction of the Court in a petition for review under Rule 45. Nonetheless, the rule is not without exceptions.[25]

In here, the PARAD and the DARAB concluded that petitioners have the right to eject respondent due to nonpayment of rentals, but the CA reached a different conclusion. Due to the conflicting findings, and that the CA had overlooked certain relevant and undisputed facts, the Court will set aside the rule and conduct a review of the facts obtaining in this case.

In resolving the present controversy, it bears emphasis that this case originated from a Petition[26] for ejectment on the ground of failure to pay rentals under Sec. 36 of R.A. No. 3844. As such, the amount of evidence required in the instant case is only substantial evidence, for it is a settled rule that in agrarian cases, all that is required is mere substantial evidence.[27] Thus, to determine whether the CA erred in concluding that petitioners failed to establish their claim, the present inquiry is directed on whether they were able to present substantial evidence, or such amount of relevant evidence which a reasonable mind might accept as adequate to support a conclusion that a tenancy relationship exists.[28]

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[24] See *Maricalum Mining Corp. v. Florentino*, 836 Phil. 655, 677 (2018); *Natividad v. Mariano*, 710 Phil. 57, 68 (2013).

[25] Namely: (1) the conclusion is grounded on speculations, surmises or conjectures; (2) the inference is manifestly mistaken, absurd or impossible; (3) there is grave abuse of discretion; (4) the judgment is based on misapprehension of facts; (5) the findings of fact are conflicting; (6) there is no citation of specific evidence on which the factual findings are based; (7) the findings of absence of facts are contradicted by the presence of evidence on record; (8) the findings of the CA are contrary to those of the trial court; (9) the CA manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion; (10) the findings of the CA are beyond the issues of the case; and (11) such findings are contrary to the admissions of both parties. (*Calaoagan v. People*, 850 Phil. 183, 193 [2019]).

[26] CA *rollo*, pp. 87-90.

[27] *Hernandez v. Intermediate Appellate Court*, 267 Phil. 806, 815 (1990).

[28] See *Salazar v. De Leon*, 596 Phil. 472, 488 (2009).

Tenancy relationship is a juridical tie which arises between a landowner and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of a land belonging to the landowner, as a result of which relationship the tenant acquires the right to continue working on and cultivating the land. The existence of a tenancy relationship cannot be presumed and allegations that one is a tenant do not automatically give rise to security of tenure.[29]

For a valid agricultural tenancy to exist, the concurrence of the following elements must be established: (1) the parties are the landowner and the tenant; (2) the subject matter is agricultural land; (3) there is consent between the parties; (4) the purpose is agricultural production; (5) there is personal cultivation by the tenant; and (6) there is sharing of the harvests between the parties. All these elements must be proven by substantial evidence; the absence of one or more requisites is fatal. As with any affirmative allegation, the burden of proof rests on the party who alleges it. The tenancy relationship cannot be presumed.[30]

To prove the existence of tenancy, petitioners submitted the following documents: (1) OCT No. P-588 in the name of Fernando; (2) Deed of Resale dated March 15, 1963, executed by Magtangol Solitario in favor of Fernando; (2) Extrajudicial Partition with Absolute Sale dated March 15, 1963, executed by Magdalena, Maximo, and Anastacio Alejo in favor of Magdaleno and Pedro; (3) Deed of Absolute Sale dated May 9, 1967, executed by Pedro in favor of Magdaleno; and (4) the *Kasunduan* entered into by Magdaleno and Anastacio on July 12, 1977.[31]

A perusal of the *Kasunduan* will show that Magdaleno signed it as the landowner lessor *(Maysakahang Nagpapabuwis)*, while Anastacio entered the same as the agricultural lessee *(Magsasakang Namumuwisan)*. The subject of the agreement was the 1.2 hectare of agricultural land devoted to rice, and Anastacio had agreed to pay rent at 24 cavans per year[32] which was equivalent to 25% of the average harvest for the period 1974-1976. Evidently, the agreement indicated that Magdaleno and Anastacio executed the same with a clear intention to establish a tenancy relationship whereby Magdaleno stood as the landowner-lessor with Anastacio as the cultivator- lessee.

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[29] *Velasquez v. Spouses Cruz*, 770 Phil. 15, 22 (2015).
[30] *Spouses Franco v. Spouses Galera, Jr.*, G.R. No. 205266, January 15, 2020.
[31] *Rollo*, pp. 107-113-A.
[32] Id. at 113; 12 cavans of 50 kilos each during the rainy season, and 12 cavans of 50 kilos each during dry season.

Moreover, the said document complied with the formalities set forth by Sec. 17[33] of R.A. No. 3844. Sec. 17 requires that a written agricultural tenancy contract shall be, among others, acknowledged before the municipal court of the municipality where the land is situated; and registered with the municipal treasurer. In here, the *Kasunduan* was notarized by Judge Manuel dela Cruz and registered with the municipal treasurer. A certain Luzviminda H. Sison and Federico C. Sison[34] also signed as witnesses to the said contract.

Ostensibly, the *Kasunduan* is a valid agreement which substantially established the tenancy relationship between Magdaleno and Anastacio. Having been notarized and registered pursuant to Sec. 17 of R.A. No. 3844, the *Kasunduan* enjoys a presumption of regularity. In *Bacala v. Heirs of Spouses Juan Poliño and Corazon Rom*,[35] the Court held that notarized documents are entitled to full faith, and may only be impugned by clear and convincing evidence, thus:

> [N]otarized documents, being public in nature, require no further proof of their authenticity and due execution. They are entitled to full faith and credit on its face and are *prima facie* evidence of the facts stated therein. To overturn this presumption of regularity, clear and convincing proof is required.[36]

In refuting the *Kasunduan*, respondent merely alleged in his Answer with Motion to Dismiss[37] filed with the PARAD, that it "*is of dubious origin.*"[38] In his appeal with the DARAB, he also averred that he was unaware of any transaction entered into by his father. He even argued that the *Kasunduan*, among others, was not offered in evidence and its validity and due execution were not proved in court.[39]

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[33] Sec. 17. *Form and Registration of Contract.* – Should the parties decide to reduce their agreement into writing, the agricultural leasehold contract shall be drawn in quadruplicate in a language or dialect known to the agricultural lessee and signed or thumb-marked both by the agricultural lessee personally and by the agricultural lessor or his authorized representative, before two witnesses, to be chosen by each party. If the agricultural lessee does not know how to read, the contents of the document shall be read and explained to him by his witness. The contracting parties shall acknowledge the execution of the contract before the justice of the peace of the municipality where the land is situated. No fees or stamps of any kind shall be required in the preparation and acknowledgment of the instrument. Each of the contracting parties shall retain a copy of the contract. The justice of the peace shall cause the third copy to be delivered to the municipal treasurer of the municipality where the land is located and the fourth copy to the Office of the Agrarian Counsel.

Except in case of mistake, violence, intimidation, undue influence, or fraud, an agricultural contract reduced in writing and registered as hereinafter provided, shall be conclusive between the contracting parties, if not denounced or impugned within thirty days after its registration.

[34] *Rollo*, p. 113-A.

[35] G.R. No. 200608, February 10, 2021.

[36] Id.

[37] *Rollo*, pp. 117-120.

[38] Id. at 118.

[39] CA *rollo*, p. 119.

Respondent's averments cannot be given weight.

First, he only offered bare allegations, devoid of any proof, that the *Kasunduan* is spurious. Instead of explaining or submitting evidence that would cast doubt on the validity of the *Kasunduan*, he merely asserted his claim over the contested realty based on his successional rights and relied solely on OCT No. P-588 which was registered under the name of his grandfather. If respondent had genuine reasons to doubt the documents submitted by petitioners, especially the *Kasunduan*, he should have challenged the same before the CA and the tribunals below. Conspicuously, he did not offer any explanation or evidence that would cast doubt and convince the Court that petitioners' evidence, particularly the *Kasunduan*, was not entitled to full faith and credence.

Second, petitioners are not required to formally offer their evidence. It should be recalled that the present petition originated from an administrative proceeding under the 2003 Rules of Procedure of the DARAB. Sec. 3 of the said Rules specifically provides that the proceeding is not bound by technical rules of procedure and evidence. Hence, the mere submission by petitioners of the certified true copies of the documents, including the *Kasunduan*, as attachments to their position paper, shall suffice without need of a formal offer. To reiterate, respondent did not challenge the validity of these documents nor offer proof that they were spurious.

Third, respondent simply cannot insist on his purported right over the subject property in the concept of an owner by relying solely on OCT No. P-588 and feigning that he was unaware of any transaction entered into by his father. While it may be true that, as declared by the CA, a Torrens title is indefeasible, the rule does not find application in the case at bar.

It should be remembered that respondent traces his right by way of succession, having allegedly inherited the same from his father Anastacio who, in turn, succeeded Fernando, the registered owner of the contested lot. However, the law on succession only provides that the decedent may only pass on property, rights, and obligations which he or she still owned at the time of death. The heirs can no longer succeed to property not belonging to the decedent at the time of death, thus:

> Succession is a mode of acquisition by virtue of which the property, rights and obligations to the extent of the value of the inheritance, of a person are transmitted through his death to another or others either by his will or by operation of law. The inheritance includes all the property, rights and obligations of a person which are not extinguished by his death. These provisions emphasize that what is passed by a decedent to his heirs by succession are those which he owned at the time of his death. It follows then that his heirs cannot inherit from him what he does not own anymore.[40]

As such, herein respondent could not have succeeded to the subject property upon the death of his father Anastacio because the latter no longer owned the same when he passed away. The records are clear that Anastacio, together with his co-heirs Maximo and Magdalena, executed a notarized extrajudicial partition with absolute sale in favor of Magdaleno and Pedro on March 15, 1963. Thus, when Anastacio died on August 21, 1995,[41] he was no longer the owner of the said property and cannot pass the same to respondent.

On this account, the CA erred in applying the rule on indefeasibility of a certificate of title and in laying the blame on petitioners for their failure to transfer the title to their name or, at the very least, have their claim annotated on OCT No. P-588. In *Heirs of Bayog-Ang v. Quinones*,[42] the Court put emphasis on the presumption of regularity accorded to a notarized deed of absolute sale, and ruled in favor of the vendee although the said document remained unregistered. The Court explained that title to the property had been delivered from the moment that the property was placed in the control and possession of the vendee, pursuant to Article 1496 of the Civil Code, thus:

> Under the law on sales, Article 1496 of the New Civil Code provides that "the ownership of the thing sold is acquired by the vendee from the moment it is delivered to him in any of the ways specified in Articles 1497 to 1501, or in any other manner signifying an agreement that the possession is transferred from the vendor to the vendee." In particular, Article 1497 provides that "the thing sold shall be understood as delivered, when it is placed in the control and possession of the vendee," while Article 1498 states that "when the sale is made through a public instrument, the execution thereof shall be equivalent to the delivery of the thing which is the object of the contract, if from the deed the contrary does not appear or cannot clearly be inferred."

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[40] *Heirs of Bayog-Ang v. Quinones*, 843 Phil. 626, 640 (2018).
[41] *Rollo*, p. 125.
[42] Supra at 640-641.

> In the present case, what is fairly established is that the Deed of Absolute Sale is a notarized document. The RTC, in its Judgment dated February 27, 2006, stated that during the proceedings, Florence testified that the Deed of Absolute Sale was "drafted and ratified" before Atty. Cambronero at Midsayap, Cotabato. On the part of the petitioners, they asserted, both in their Demurrer to Evidence before the RTC and in the present petition, that Florence's testimony is not sufficient to prove the due execution of the instrument, and respondents should have presented Atty. Cambronero, the notary public before whom the Deed was acknowledged, or any of the witnesses to the execution of the same, but failed to do so. Additionally, the CA held that the Deed of Absolute Sale evidencing the conveyance enjoyed the presumption of validity, it having been duly notarized. Being a notarized document, the Deed of Absolute Sale is a public document. This is expressly provided in Section 19 of Rule 132 of the Rules of Court[.] x x x

Following the above ruling, the title to the subject realty had already been relinquished by Fernando through his heirs, as early as in 1963, when the latter executed the extrajudicial partition with absolute sale in favor of Magdaleno and Pedro. The title over the entire property was subsequently conferred to Magdaleno when Pedro sold his *pro indiviso* share in 1967. Thus, when Magdaleno entered the *Kasunduan* with Anastacio in 1977, the former was already in complete ownership and possession of the contested agricultural land. Accordingly, respondent has no valid claim over the same by virtue of succession because the title to the property had already been transferred by sale to Magdaleno before the death of respondent's father.

Moreover, registration under the Torrens system does not vest ownership, but is intended merely to confirm and register title which one may have on the land.[43] An unrecorded deed of sale is still binding between the vendor and the vendee because actual notice is equivalent to registration. *Abuyo v. De Suazo*[44] even declares that an unregistered deed of sale also binds the vendor's heirs for they are deemed as privies. The object of registration is only to give notice to third persons which does not include privies. Failure to register will not vitiate or annul the vendee's right of ownership conferred by such unregistered deed of sale.[45] Accordingly, the execution of the extrajudicial partition by itself, is sufficient notification to respondent being an heir of one of the vendors, Anastacio.

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[43] *Garcia v. Court of Appeals*, 371 Phil. 107, 114 (1999), citation omitted.
[44] 124 Phil. 1138 (1966).
[45] Id. at 1140.

The Court also notes that respondent had inconspicuously admitted his status as a "farmer-lessee," when he himself attached in support of his petition for review before the CA, the certifications of the Municipal Agrarian Reform Office *(MARO)* and the BARC Acting Chairman indicating that he is a mere lessee to the contested realty. The MARO certification reads:

> This is to certify that as per documents filed in this Office MR. JORGE V. ALEJO, of Marcos District, Talavera, Nueva Ecija, and an Heir of deceased farmer-lessee Anastacio Alejo, of San Fabian, Sto. Domingo, Nueva Ecija, **is the actual farmer-lessee** over a parcel of land with an area of 1.0356 hectare, more or less, located at Sitio Bubo, San Fabian, Sto. Domingo, Nueva Ecija, and registered in the name of Fernando Alejo.[46] (emphasis supplied)

The BARC certification on the other hand, indicated that the farmland that respondent was tilling, is owned by petitioner Juliana S. Nimenzo, thus:

> Pinatutunayan nito na si G. JORGE V. ALEJO, [m]ay sapat na gulang[,] may asawa at [naninirahan] sa Barangay Marcos District, Talavera, Nueva Ecija, **ay lehitimong magsasaka at tunay na magsasaka sa lupang sakahin na pag-aari ni Gng. JULIANA S. NIMENZO,** na may sukat na (10,200) Sampung Libo at Dalawang Daan metro [k]udrado humigit kumulang na nasasakupan dito sa Barangay San Fabian, Sto. Domingo, Nueva Ecija.[47] (emphasis supplied)

Accordingly, petitioners were able to overcome their burden of proof to submit substantial evidence of the tenancy relationship and the nonpayment of rentals by respondent. As such, it was error for the CA to reverse the PARAD and the DARAB, considering that their findings were supported by substantial evidence.

Finally, as regards the nonpayment of rentals, the Court agrees with the DARAB that petitioners' claim should only be limited to three years pursuant to Sec. 38 of R.A. No. 3844.

ACCORDINGLY, the Court **GRANTS** the petition for review; **REVERSES** and **SETS ASIDE** the September 29, 2014 Decision and October 23, 2015 Resolution of the Court of Appeals in CA-G.R. SP No. 122050; and **REINSTATES** the October 12, 2010 Decision of the Department of Agrarian Reform Adjudication Board in DARAB Case No. 14144.

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[46] CA *rollo*, p. 62.
[47] Id. at 127.

Respondent Jorge V. Alejo, his heirs, assigns, and all other persons whose rights are derived from him, are hereby **ORDERED** to: (a) **VACATE** the subject landholding; and (b) **PAY RENTALS** at 24 cavans of 50 kilos each per year reckoned from crop year 2001 until their full satisfaction.

The Department of Agrarian Reform Adjudication Board is **DIRECTED** to **IMMEDIATELY IMPLEMENT** this Resolution and to ensure the immediate restoration of possession of the subject property to petitioners.

The petitioners' manifestation, in compliance with the Resolution dated March 1, 2021, reiterating the Resolutions dated July 4, 2018 (which required petitioners to file a reply to the comment on the petition) and March 4, 2020 (which required respondent to furnish petitioners with a copy of his comment on the petition), stating that as much as they are willing to comply with the said resolutions, for reason that no comment on the petition has reached them; and the letter dated July 5, 2021 of Ms. Jane G. Sabido, Chief, Archives Section, Judicial Records Division, in compliance with the Resolution dated March 1, 2021, transmitting the rollo of CA-G.R. SP No. 122050 with 410 pages, are both **NOTED**.

The directive in the Resolution dated July 4, 2018 requiring the petitioners to file a reply to the comment on the petition is **DISPENSED WITH**.

SO ORDERED."

By authority of the Court:

LIBRADA C. BUENA
Division Clerk of Court

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court
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Atty. Rosita L. Dela Fuente-Torres
Counsel for Petitioners
Sto. Domingo, 3133 Nueva Ecija

Court of Appeals (x)
Manila
(CA-G.R. SP No. 122050)

Mr. Jorge V. Alejo
Respondent
Pagasa District, Talavera
3114 Nueva Ecija

DEPARTMENT OF AGRARIAN REFORM ADJUDICATION BOARD (DARAB)
Annex Building, DAR Central Office Compound
Diliman, 1101 Quezon City
(DARAB Case No. 14144)
[Reg. Case No. 12216'NNE'04]

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