



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Second Division, issued a Resolution dated **July 20, 2022** which reads as follows:

“**G.R. No. 244224 (Engr. Licerio L. Asis v. Rodolfo Balgos, joined by his wife, Nida Balgos)**. — This Court resolves to affirm the Decision¹ dated June 14, 2018 and the Resolution dated December 17, 2018 of the Court of Appeals (CA) in CA-G.R. CEB SP No. 08796. The CA earlier affirmed the May 12, 2014 Decision of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 18081.

On March 24, 2011, respondent Rodolfo Balgos (*Balgos*) filed before the Provincial Adjudication Board, Province of Capiz (*PAB*) a complaint for reinstatement with damages against petitioner Engineer Licerio Asis (*Asis*). Balgos claimed that his deceased father, as agricultural lessee, cultivated Lot No. 2910 from Asis’ predecessor in interest for a number of years until his demise in 2003. Balgos alleged that he succeeded his father’s tenancy rights over Lot No. 2910. He also submitted certifications from the Municipal Agrarian Reform Office (*MARO*) and the Office of the *Barangay* Council of *Barangay* Bonga, Panay, Capiz (*Office of the Barangay Council*) to prove his claim that he is a tenant on the subject lot.²

Balgos further averred that Asis ejected him through force and intimidation. He immediately reported the incident to the *Barangay* Agrarian Reform Committee (*BARC*) of *Barangay* Bonga and to the Panay Police Station. Balgos claimed that he enjoys security of tenure and that Asis cannot eject him except on grounds set out by law. Balgos then prayed to be reinstated as tenant on the subject lot and to be paid moral damages and attorney’s fees.³

Asis admitted in his answer with counterclaim that Balgos’ father was the former agricultural tenant of his predecessor in interest. Asis, however, denied that Balgos succeeded his father as tenant of the subject lot. Asis

¹ Penned by Associate Justice Louis P. Acosta with Associate Justices Edgardo L. Delos Santos (retired member of this Court) and Edward B. Contreras (retired), concurring; *rollo*, pp. 13-23.

² *Id.* at 13-14.

³ *Id.* at 14.

categorized the possession of Balgos as merely by tolerance. Asis claimed that since there was no valid tenancy relationship, PAB has no jurisdiction to hear the case.⁴

Asis further argued that Balgos violated the tenancy relationship when he subleased the same to a certain Richard Buhat without his knowledge, and that Balgos stopped paying the lease rentals from 2003 to 2009. Asis contended that the case is dismissible on the grounds of lack of jurisdiction and lack of cause of action.⁵

On December 26, 2012, the Provincial Agrarian Reform Adjudicator (*Provincial Adjudicator*) ruled that since Asis admitted that the father of Balgos was the tenant of Lot No. 2910, Balgos therefore succeeded to the tenancy rights as provided in Section 9 of Republic Act No. 3844. Thus, Balgos is entitled to security of tenure and he cannot be ejected unless on causes provided by law.⁶

The Provincial Adjudicator added that Asis failed to show proof that Balgos stopped paying the lease rentals. On the contrary, the Provincial Adjudicator ruled that the pieces of evidence submitted by the parties point to the fact that Balgos did not abandon nor sublease the lot, but rather Asis and his agents took it from him without any justification.⁷

The DARAB affirmed *in toto* the findings of the Provincial Adjudicator that there was an existing agricultural leasehold relationship. The DARAB gave more evidentiary weight to the receipts of the payments of the lease rentals and the certifications from the MARO and Office of the *Barangay* Council than the assertions of Asis. The DARAB echoed the pronouncement of the Provincial Adjudicator that Balgos enjoys security of tenure until the same is extinguished on grounds provided by law.⁸ The DARAB also denied the motion for reconsideration filed by Asis.⁹

Subsequently, Asis filed a petition for review before the CA. He argued that the Provincial Adjudicator and DARAB erred in not giving probative value to the affidavits of his witnesses and for giving full credence to the affidavits and certifications submitted by Balgos. Asis also claimed that Balgos failed to prove that he unlawfully dispossessed him of his landholding. Instead, Asis insisted that Balgos lost his possession because he subleased the property to a certain Richard Buhat.¹⁰

⁴ *Id.*

⁵ *Id.*

⁶ *Id.* at 15.

⁷ *Id.*

⁸ *Id.* at 15-16.

⁹ *Id.* at 17.

¹⁰ *Id.* at 16-17.

On June 14, 2018, the CA promulgated its now assailed decision denying the petition for review, the dispositive portion of which reads:

Accordingly, the Petition for Review is **DENIED**. The 12 May 2014 Decision of the Department of Agrarian Reform Adjudication Board (“DARAB”) in DARAB Case No. 18081 is **AFFIRMED**.

SO ORDERED.¹¹

On December 17, 2018, the CA denied for lack of merit the motion for reconsideration filed by Asis. The decretal portion states:

Tendering no new matters, which would warrant a reconsideration or modification, much less, reversal of *Our* earlier ruling, petitioner’s *Motion for Reconsideration* is **DENIED** for lack of merit.

SO ORDERED.¹²

Hence, this appeal.

Asis avers that the CA erred in ignoring the issue of unlawful subleasing and for closing its eyes to the evidence on record that Balgos sub-leased his landholding to Richard Buhat without his consent.¹³ Asis insists that the CA committed an error when it failed to recognize that Balgos violated his obligation by failing to prove that he continued paying his lease rentals to him.¹⁴ Finally, Asis claims that the CA erred in ordering the reinstatement of Balgos despite the clear violation of the tenancy relationship.¹⁵

Balgos counters that Asis changed his theory of the case as Asis now impliedly admits that Balgos and his father are tenants of the landholdings, and that they failed to religiously pay rentals. Balgos adds that this was a complete turnaround of Asis’ contentions presented during the proceedings before the Provincial Adjudicator and the DARAB.¹⁶ Balgos claims that the petition is obviously an attempt to delay the reinstatement of the tenants on the subject land. Balgos prays that this Court dismiss the petition for lack of merit since the Provincial Adjudicator, the DARAB, and the CA had already exhaustively passed upon the issues of the case.¹⁷

This Court finds no merit in the petition.

¹¹ *Id.* at 22.

¹² *Id.* at 65.

¹³ *Id.* at 33.

¹⁴ *Id.* at 40-41.

¹⁵ *Id.* at 42.

¹⁶ *Id.* at 86.

¹⁷ *Id.* at 91.

At this point, this Court notes that the petitioner filed a petition for review seeking to review the factual findings of the Provincial Adjudicator, the DARAB, and the CA. To our mind, the determination of whether the certifications from the MARO, BARC, and *Barangay* Council were given more probative value than the affidavit executed by the alleged sub-lessee, and the determination of whether there was non-payment of the lease rentals, are factual issues that are beyond the scope of a petition for review on *certiorari*. As we have stated in the past, the Court is not a trier of facts. It is not our function to analyze or weigh the evidence all over again.¹⁸ Thus, findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only respect, but also finality when affirmed by the CA.¹⁹

In *National Power Corporation v. Canar*,²⁰ we have restated the instances when this Court can review the factual findings, to wit:

x x x it was held that findings of fact by the CA may be passed upon and reviewed by the Court in the following instances: (1) when the conclusion is a finding grounded entirely on speculation, surmises and conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) where there is a grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of fact are conflicting; (6) when the CA, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (7) when the findings of the CA are contrary to those of the trial court; (8) when the findings of fact are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents; and (10) when the findings of fact of the CA is premised on the supposed absence of evidence and contradicted by the evidence on record.²¹

In the case at bench, none of the procedural exceptions are present. The petitioner merely asserted that there was misapprehension of the findings committed by the Provincial Adjudicator, the DARAB, and the CA in appreciating the evidence presented. Such assertion merits scant consideration since there was no proof to substantiate such purported misreading of the facts. On the contrary, the Provincial Adjudicator, the DARAB, and the CA have consistently found that there is a valid tenancy relationship between the petitioner and the respondent, and there was no violation of such relationship to warrant its extinguishment.

¹⁸ *Union Bank of the Philippines v. The Hon. Regional Agrarian Reform Officer, et al.*, 806 Phil. 545, 563 (2017). (Citation omitted)

¹⁹ *Soriano, et al. v. Bravo, et al.*, 653 Phil. 72, 95 (2010).

²⁰ G.R. No. 234031, September 2, 2020.

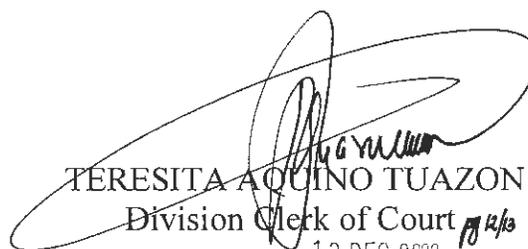
²¹ *Id.* (Citation omitted)

FOR THESE REASONS, the petition is **DENIED** for lack of merit. The Decision dated June 14, 2018 and the Resolution dated December 17, 2018 of the Court of Appeals in CA-G.R. CEB SP No. 08796, affirming DARAB Case No. 18081 dated May 12, 2014, are hereby **AFFIRMED**.

This Court further **AFFIRMS** the award of moral damages and attorney's fees awarded to Rodolfo Balgos. Engineer Licerio L. Asis is **ORDERED** to **PAY** Rodolfo Balgos the amount of ₱30,000.00 as moral damages and ₱20,000.00 as attorney's fees, both subject to legal interest at the rate of 6% *per annum* from finality of this Resolution until full payment.

SO ORDERED."

By authority of the Court:


 TERESITA AQUINO TUAZON
 Division Clerk of Court *pp 12/13*
 13 DEC 2022

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