



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **December 7, 2022** which reads as follows:*

“G.R. No. 224432 (ROQUE L. LABATA, JR. [deceased], substituted by his heirs, namely: MA. JINA T. LABATA, JOSEPH ALAIN T. LABATA, MONA LISA T. LABATA, AND NOREEN T. LABATA-GERONG, petitioners v. BARANGAY LIB-OG OF THE CITY OF MAASIN, PROVINCE OF SOUTHERN LEYTE, represented by its PUNONG BARANGAY WALTER MACO SEPE, respondent). — In actions for forcible entry, the plaintiff must independently establish the following requisites: (1) prior physical possession of the property; and (2) deprivation of possession by force, intimidation, threat, strategy, or stealth.

This Court resolves a Petition for Review on Certiorari filed by Roque L. Labata, Jr. assailing the Court of Appeals Decision¹ and Resolution² denying his petition for review and motion for reconsideration.

Roque L. Labata, Jr. (Labata) was the steward of a 3,800-square meter mangrove area in Barangay Lib-Og, Maasin City, Southern Leyte, which the Department of Environment and Natural Resources (the Department) awarded to him, as evidenced by a Certificate of Mangrove Stewardship.³ The Certificate provided that “the steward has the sole and exclusive right to peacefully utilize the area and enjoy all the produce therefrom against any and all third parties for a period of 25 years from October 31, 1997 to October 31, 2022 and renewable for another period of 25 years thereafter.”⁴ The land was declared in Labata’s name, as shown in ARP No. 07036-000053.⁵

¹ *Rollo*, pp. 16–25. The September 30, 2015 Decision in CA-G.R. SP No. 06427 was penned by Associate Justice Renato C. Francisco and concurred in by Associate Justices Edgardo L. Delos Santos and Edward B. Contreras of the Nineteenth Division, Court of Appeals, Cebu City.

² *Id.* at 26–27. The March 10, 2016 Resolution in CA-G.R. SP No. 06427 was penned by Associate Justice Edward B. Contreras and concurred in by Associate Justices Edgardo L. Delos Santos and Gabriel T. Robeniol of the Special Former Nineteenth Division, Court of Appeals, Cebu City.

³ *Id.* at 17.

⁴ *Id.*

⁵ *Id.*

On February 12, 2010, Labata filed a Complaint for forcible entry with an application and prayer for preliminary mandatory injunction against Barangay Lib-Og before the Municipal Trial Court in Cities of Maasin City.⁶ He alleged that sometime in 2008, then-Barangay Chairperson William Linggo (Linggo) and some council members approached him and asked if the barangay could use a portion of his mangrove area to build a basketball court. He agreed on the condition that they first had to secure a written authorization from the Department because the mangrove area is owned by the State.

Labata further alleged that the Provincial Environment and Natural Resources Officer advised him that any act of transferring his rights over the mangrove area would be void because it is only the Department which has authority over the management, disposition, occupancy, and use of the mangrove area. He said that this prompted him to reconsider, and he no longer allowed the barangay to use the portion of his mangrove area.⁷

Despite this, Labata alleged that Barangay Lib-Og, through Linggo and with the aid of hired men armed with cutting instruments, entered his area without his consent and cut down the trees. Thereafter, Barangay Lib-Og constructed a basketball court.⁸ Labata prayed that Barangay Lib-Og be ordered to relinquish control, possession, and use of the area. He also asked for damages and attorney's fees.⁹

In its Answer, Barangay Lib-Og admitted that Labata was a holder of a Certificate of Mangrove Stewardship.¹⁰ However, it alleged that prior to entering the property, it had secured a Memorandum of Agreement signed by: (1) its representative, Maasin City Mayor Maloney L. Samaco; (2) Southern Leyte Governor Damian G. Mercado; and (3) the incumbent Provincial Environment and Natural Resources Officer Ranulf Q. Arbiol. Further, the State, through the Department, granted a portion of the mangrove area to Barangay Lib-Og for its basketball court.¹¹ Linggo was also able to obtain a Waiver from Labata in favor of the barangay to utilize the portion of the mangrove area originally awarded to Labata.¹²

Relying on the Memorandum of Agreement and the Waiver, Barangay Lib-Og's officials entered the land and cleared the area for the construction of a barangay basketball court. It also offered ₱100,000.00 to Labata as a token for waiving his rights to the portion of the mangrove area.¹³ Thus,

⁶ *Id.*

⁷ *Id.* at 18.

⁸ *Id.*

⁹ *Id.* at 19.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

Barangay Lib-Og prayed for the Complaint's dismissal.¹⁴

The Municipal Trial Court in Cities of Maasin City ruled in favor of Barangay Lib-Og and dismissed the Complaint. The dispositive portion of its Decision reads:

WHEREFORE, for lack of merit, the case is hereby ordered DISMISSED. The counter-claim of the defendant is likewise ordered DISMISSED.

SO ORDERED.¹⁵

On appeal, the Regional Trial Court affirmed the Municipal Trial Court in Cities' Decision but added damages to compensate for the improvements on the land.¹⁶

The Court of Appeals again affirmed the Complaint's dismissal, but removed the compensatory damages awarded by the Regional Trial Court because this was never pleaded by the parties, and there was no basis for the award.¹⁷ The dispositive portion of the Decision reads:

WHEREFORE, premises foregoing, the Decision dated August 11, 2011 and Order dated October 10, 2011 of Branch 24, Regional Trial Court, Maasin City, Southern Leyte are AFFIRMED with MODIFICATION that the award of P100,000.00 as compensation for the improvements on the disputed land is DELETED.¹⁸

The Court of Appeals denied the motion for reconsideration of the Court of Appeals Decision filed by Labata on November 4, 2015.¹⁹

Labata now files this Petition for Review before this Court.

Petitioner Labata argued that the lower courts incorrectly ruled on the issue of legal possession, since what is at issue in forcible entry is just *de facto* possession.²⁰ He says that ruling based on the Memorandum of Agreement and the Waiver was a determination of legal possession, which is outside the scope of an ejectment case.²¹

Petitioner Labata relies on respondent Barangay Lib-Og's admission

¹⁴ *Id.*

¹⁵ *Id.* at 20.

¹⁶ *Id.*

¹⁷ *Id.* at 24.

¹⁸ *Id.*

¹⁹ *Id.* at 26-27.

²⁰ *Id.* at 9-10.

²¹ *Id.* at 9.

that he had prior physical possession. While respondent's entry and occupation of a portion of the property "have not been made through a state of war,"²² according to him, it was still sufficient to establish force, intimidation, threat, strategy, or stealth, which is one of the elements of forcible entry.²³ To him, that he was excluded from the portion of the property which he had prior possession already constitutes force.²⁴ He prays that this Court set aside the Court of Appeals' Decision and Resolution, and order the respondents to relinquish control and *de facto* possession of the disputed lot in his favor.²⁵

In its June 29, 2016 Resolution, this Court denied the Petition for Review for failure to show any cogent reason why the lower courts' actions should be reversed.²⁶ However, on petitioner Labata's motion,²⁷ this Court reconsidered its Resolution and reinstated the Petition.²⁸ It also ordered respondent to file its Comment.²⁹

In its Comment,³⁰ respondent agrees that prior possession was established in the lower courts, but insists that this alone does not prove forcible entry.³¹ The second element—the deprivation of possession by means of force, intimidation, threat, strategy, or stealth—was not shown.³² It points to the Waiver executed by petitioner Labata as the "concrete evidence that he was not deprived of such possession because he himself voluntarily relinquished such right," as well as the Memorandum of Agreement which gives respondent the right to possess the land, making the entry into the property by its officials lawful.³³ Respondent adds that the reason the Department allowed it, through the Memorandum of Agreement, to utilize the portion of the land was because petitioner had already relinquished his rights of possession which was only granted to him by the State through the Department.³⁴

On July 19, 2019, through a Compliance and Explanation³⁵ before this Court, counsel for petitioner Labata Atty. Rafael Cromwell T. Gerong informed this Court of petitioner Labata's passing on July 18, 2019. There, it was prayed that petitioner Labata be substituted by his heirs, namely: (1) Ma. Jina T. Labata; (2) Joseph Alain T. Labata; (3) Mona Lisa T. Labata; and (4) Noreen T. Labata-Gerong. In its September 11, 2019 Resolution,³⁶ this

²² *Id.* at 11.

²³ *Id.*

²⁴ *Id.* at 12.

²⁵ *Id.* at 13.

²⁶ *Id.* at 52.

²⁷ *Id.* at 54–56.

²⁸ *Id.* at 60.

²⁹ *Id.*

³⁰ *Id.* at 74–78.

³¹ *Id.* at 76.

³² *Id.* at 77.

³³ *Id.*

³⁴ *Id.*

³⁵ *Id.* at 89–90.

³⁶ *Id.* at 93–94.

Court noted and granted the prayer.

The main issue for this Court's resolution is whether or not petitioner Roque L. Labata was deprived by respondent of his possession over a portion of the land through of force, intimidation, threat, strategy, or stealth. Subsumed in this is whether or not the second requisite for forcible entry was met.

The Petition is dismissed.

In actions for forcible entry, *Diaz v. Spouses Punzalan*³⁷ states that the following requisites must be shown:

[I]n an action for forcible entry, the following requisites are essential for the MTC to acquire jurisdiction over the case: (1) the plaintiff must allege prior physical possession of the property; (2) the plaintiff was deprived of possession by force, intimidation, threat, strategy or stealth; and (3) the action must be filed within one (1) year from the date of actual entry on the land, except that when the entry is through stealth, the one (1) year period is counted from the time the plaintiff-owner or legal possessor learned of the deprivation of the physical possession of the property. It is not necessary, however, for the complaint to expressly use the exact language of the law. For as long as it is shown that the dispossession took place under said conditions, it is considered as sufficient compliance with the requirements.³⁸ (Citations omitted)

The first requisite is not disputed in this case. Respondent admits that petitioner Labata had been occupying the property when they entered and constructed the barangay basketball court.

Neither does respondent contest that the action was filed within one year from the date of entry. Records show that respondent entered the property on February 14, 2009, and the complaint for forcible entry was filed on February 12, 2010.³⁹

Petitioner Labata insists that he had prior possession of the property, which also proves the second element. That he was excluded from the property necessarily involves the deprivation of property required by the second requisite.⁴⁰ Respondent argues that this is a separate requisite.⁴¹

We agree with respondent.

³⁷ 783 Phil. 456 (2016) [Per J. Peralta, Third Division].

³⁸ *Id.* at 462.

³⁹ *Rollo*, pp. 17–18.

⁴⁰ *Id.* at 12.

⁴¹ *Id.* at 77.

An action for forcible entry is a judicial remedy available to persons “deprived of the possession of any land or building by force, intimidation, threat, strategy, or stealth.”⁴² It seeks to remedy “the act of depriving a person of the material or actual possession of a land or building or of taking possession thereof by force, intimidation, threat, strategy or stealth, against the will or without the consent of the possessor.”⁴³

Thus, for possession to be considered as forcible entry, the person entering the property must deprive the original possessor of their possession, through force, intimidation, threat, strategy, or stealth, against the latter’s will or without their consent.⁴⁴ The possession is deemed illegal from the beginning.⁴⁵

In the assailed Decision, the Court of Appeals found that the petitioner Labata did not present any evidence to show that respondent’s entry into the property was done through force, intimidation, threat, strategy, or stealth, other than his self-serving affidavit.⁴⁶

Moreover, it was petitioner Labata’s allegation before the Court of Appeals that hired men armed with cutting instruments forcibly entered the property.⁴⁷ However, in his Petition before this Court, he seems to make an inconsistent allegation that the entry was not “made through a state of war,”⁴⁸ downplaying his earlier allegations of force and intimidation, which he was unable to support with sufficient evidence during trial.

To prove the second element of forcible entry, petitioner Labata instead relies on respondent’s admission that it had entered the property. He theorizes that mere deprivation of possession is sufficient for forcible entry. We disagree.

A change in *de facto* possession, which includes the deprivation of an earlier possession and its transfer to another person, does not always equate to forcible entry. Rule 70, Section 1 of Rules of Court requires that, in addition to deprivation of possession, it must be shown that it was done through force, intimidation, threat, strategy or stealth. This means that not all forms of deprivation of possession is enough to show forcible entry. Evidence must still be presented to show how the deprivation of possession was done before forcible entry lies as a remedy.

⁴² RULES OF COURT, Rule 70, sec. 1.

⁴³ *Philippine Long Distance Telephone Co. v. Citi Appliance M.C. Corp.*, G.R. No. 214546, October 9, 2019, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66296>> [Per J. Leonen, Third Division], citing *Dikit v. Ycasiano*, 89 Phil. 44 (1951) [Per J. Feria, First Division].

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ *Rollo*, p. 22.

⁴⁷ *Id.* at 18 and 22.

⁴⁸ *Id.* at 12.

In forcible entry, the deprivation of possession through force, intimidation, threat, strategy, or stealth is made against the will or without the consent of the prior possessor. In *Dikit v. Ycasiano*:⁴⁹

In forcible entry, the possession of the intruder or person who deprives another of the possession of a land or building is illegal from the beginning, because his entry into or taking possession thereof is made against the will or without the consent of the former possessor.⁵⁰

In *Dikit*, the petitioner took possession of the part of the building by way of lease. This Court ruled that the cause of action in this case could not be one for forcible entry, because the deprivation of the respondent's possession was "with the express consent of the owner or possessor thereof by virtue of the contract of lease entered between them."⁵¹ This made the petitioner's entry into the leased premises legal or lawful.

Thus, it follows that when the prior possessor consents to the dispossession, it cannot be considered forcible entry. Here, the question now is whether or not petitioner Labata consented to giving up his possession.

We agree with respondent that petitioner Labata gave his consent.

Evidence of petitioner Labata's consent is found in the Waiver, which was prepared by his own son-in-law, who is a member of the Bar.⁵² This Waiver was also notarized by his own counsel, and petitioner Labata never disputed the regularity of the execution of this document.⁵³ In this document, petitioner Labata "relinquished all his rights, interest[,] and participation" over the portion of the lot, which was awarded to him by the Department,⁵⁴ in favor of respondent.

This Waiver was the Department's basis to enter into the Memorandum of Agreement with the Provincial Government, the City Government, and Barangay Lib-Og. As the government agency having authority over the management, disposition, occupancy, and use of the mangrove area, the Department likewise gave its consent allowing respondent to utilize a portion of the lot for the construction of the barangay's basketball court.⁵⁵

⁴⁹ 89 Phil. 44 (1951) [Per J. Feria, First Division]. See also *Philippine Long Distance Telephone Co. v. Citi Appliance M.C. Corp.*, G.R. No. 214546, October 9, 2019, <<https://elibrary.judiciary.gov.ph/thebookshelf/showdocs/1/66296>> [Per J. Leonen, Third Division].

⁵⁰ *Id.*

⁵¹ *Id.*

⁵² *Rollo*, p. 77.

⁵³ *Id.*

⁵⁴ *Id.* at 22.

⁵⁵ *Id.*

Thus, as found by the lower courts:

It is evident that the entry of [respondent] through its officials was with the consent of the [petitioner] as a result of the waiver, which the latter executed, waiving his right, interest and participation in its favor the litigated portion after a series of negotiations, and not in the condition alleged by [petitioner]. The propriety or legality of the possession by [respondent] over the subject property is bolstered by the authority granted to it by the [Department] itself through the Memorandum of Agreement said office entered between the [Local Government Units] concerned and [respondent]. There is, thus, no amount of mind stretching can convince the court that the entry of [respondent] on the subject property is unlawful.

Needless to state, [petitioner] failed to convince this court why these glaring evidence that speak in favor of [respondent] should be disregarded. The claim of [petitioner] that due process was denied of him when the [Department] granted the portion in litigation to the government of Maasin City is unavailing, as explained to him by the [Department] through Ranulfo Arbiol, the PENR Officer in his letter addressed to [petitioner] ... whose acts in granting the litigated portion to [respondent] enjoys the presumption of regularity.

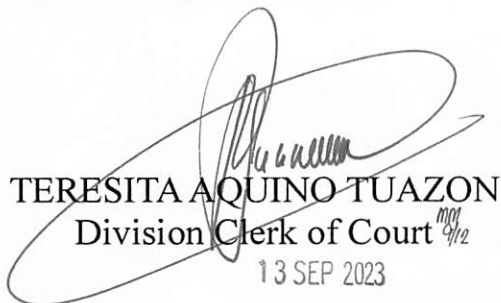
The fact that [petitioner] has already waived his interest and right over the subject portion, would amount to the reversion of the same ... to the disposition of the [Department]. The waiver was his voluntary act. Thus, it is misplaced and without legal basis to state that the dispossession from him of the subject lot violated his right to due process.

Apparently, [petitioner], for reasons only known to him, changed his mind. Be that as it may, such condition should not affect the right of [respondent] over the disputed area which was vested upon it by no less than his own act of waiving his right thereof and the Memorandum of Agreement by the [Department] and [respondent] along with other [Local Government Units]. In other words, under the principle of estoppel, [petitioner] cannot assume now a position different from what he earlier took and by reason of which [respondent] took possession of the subject property.”⁵⁶

FOR THESE REASONS, the Petition is **DENIED**. The Court of Appeals Decision in CA-G.R. SP No. 06427 is **AFFIRMED**.

SO ORDERED.”

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court ^{MOJ} 9/12
13 SEP 2023

⁵⁶ *Id.* at 23.

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HON. PRESIDING JUDGE (reg)
Regional Trial Court, Branch 24
Maasin, Souther Leyte
(Civil Case No. R-3618)

HON. PRESIDING JUDGE (reg)
Municipal Trial Court in Cities (MTCC)
of Maasin, South Leyte
(Civil Case No. R-2792)

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