



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

LUCILA PURIFICACION,\*  
*Petitioner,*

G.R. No. 191359

Present:

LEONEN, J.,  
*Chairperson,*  
HERNANDO,  
INTING,\*\*  
DELOS SANTOS, and  
ROSARIO, JJ.

- versus -

CHARLES T. GOBING and  
ATTY. JAIME VILLANUEVA,  
*Respondents.*

Promulgated:

November 11, 2020

*Mis D C Bati*

X-----X

DECISION

**HERNANDO, J.:**

Challenged in this Petition for Review<sup>1</sup> is the October 30, 2009 Decision<sup>2</sup> of the Court of Appeals (CA) in CA-GR SP No. 106821 which denied petitioner Lucila Purificacion's (Lucila) claim for a 1,000-square meter lot as Disturbance Compensation in addition to the amount of ₱1,046,460.00 she already received. Also assailed is the February 16, 2010 Resolution<sup>3</sup> of the CA denying Lucila's Motion for Reconsideration thereof.

\* Also spelled as Purification in some parts of the records.

\*\*On official leave.

<sup>1</sup> *Rollo*, pp. 15-38.

<sup>2</sup> *Id.* at 39-53; penned by Associate Justice Jose Catral Mendoza (now retired member of this Court) and concurred in by Associate Justices Myrna Dimaranan-Vidal and Marlene Gonzales-Sison.

<sup>3</sup> *CA rollo*, pp. 329-330; penned by Associate Justice Marlene Gonzales-Sison and concurred in by Associate Justices Fernanda Lampas Peralta and Michael P. Elbinias.

### The Antecedents

A 35,882 square meter parcel of agricultural land, covered by Transfer Certificate of Title (TCT) No. T-252445 (subject lot), located at Anabu I, Imus, Cavite, was formerly owned by Elmer Virgil Villanueva, Francis Andrew Villanueva, Mine-O Jeno Villanueva and Paul Frederick Villanueva (former landowners).<sup>4</sup>

Petitioner Lucila and her late husband, Jacinto Purificacion, (collectively, Purificacion spouses) were tenants in the foregoing subject lot.<sup>5</sup>

In May 1993, respondent Atty. Jaime Villanueva (Atty. Villanueva), representing the former landowners of the subject lot, sold 33,882<sup>6</sup> square meters of the subject lot to respondent Charles Gobing (Gobing) of Charles Builders, Inc. Respondent Gobing then converted the purchased lot into a residential subdivision called Gold Lane Subdivision.<sup>7</sup>

On July 1, 1993, Atty. Villanueva paid the Purificacion spouses a disturbance compensation amounting to ₱1,046,460.00.<sup>8</sup>

However, Lucila claimed that in addition to the foregoing amount, she and her late husband had a mutual agreement with Atty. Villanueva and Gobing (collectively, respondents) that they will relinquish their tenancy rights over the subject lot, except the 1,000 square meter portion where their house is located, as part of the disturbance compensation. To support her claim, Lucila presented the following as evidence: (a) May 20, 1993 Letter,<sup>9</sup> and (b) an unnotarized Malayang Salaysay.<sup>10</sup> The relevant portions of said documents read:

A. Letter dated May 20, 1993 (May 1993 Letter):

Dear Mr. Gobing:

This is with [regard] to the ONE THOUSAND (1,000 sqm) portion of the property being allocated to the tenants, JACINTO and LUCILA PRUIFICACION.

This is to confirm our agreement that the said 1,000 square meters shall be allocated at the back portion of the whole property (33,882 sqm, TCT #T-252445) adjacent to the creek.

Thank you.

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<sup>4</sup> *Rollo*, p. 40.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 41.

<sup>7</sup> *Id.* at 40.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 261.

<sup>10</sup> *CA rollo*, p. 157.

Very truly yours,  
(Sgd.) ATTY. JAIME VILLANUEVA

Conforme

(Sgd.) CHARLES T. GOBING

B. ) Unnotarized Malayang Salaysay:

Kami, sina JACINTO PURIFICA[C]ION at LUCILA PURIFICA[C]ION, mag-asawa, nasa hustong gulang, at nanirahan sa Anabu II, Imus, Cavite, matapos na manumpa ng naayon sa batas ay buong laya na nagsasalaysay ng mga sumusunod:

x x x x

Na magmula sa paglagda namin sa salaysay na ito ay hindi na kami muli pang papasok sa bukid nina G. ELMER VIRGIL S. VILLANUEVA, JR., FRANCIS ANDREW M. VILLANUEVA, MINE-O JENO S. VILLANUEVA and PAUL FREDERICK M. VILLANUEVA;

Na isinasagawa namin ang lahat na ito kapalit ng Disturbance Compensation na halagang ISANG MILYON APATNAPU'T ANIM NA LIBO AT APAT NA RAAN ANIM NA PUNG PISO (₱1,046,460.00) at ISANG LIBONG METRO CUADRADONG (1,000 SQM) LUPA at kusang loob at walang sinumang tumakot o pumilit o nangako ng anumang pa sa amin.<sup>11</sup>

However, Lucila claimed that respondents did not fulfill their promise to give them 1,000 square meters of the subject lot. Instead, Gobing demanded Lucila to vacate the land.<sup>12</sup>

On January 3, 2000, Lucila filed a Complaint for Disturbance Compensation.<sup>13</sup> Lucila asserted that she and her late husband agreed to surrender their tenancy rights when the subject lot was sold because of their agreement with respondents that they will be paid disturbance compensation in the amount of ₱1,000,000.00 plus a 1,000 square meter lot, which is identified as Lot 13, Block 1 of the approved subdivision plan, covered by TCT No. T-463035, registered in the name of Charles Builders Co., Inc., represented by Gobing.<sup>14</sup>

Respondents mainly argued that Lucila has no legal right to demand an additional disturbance compensation of 1,000 square meters of land because she had already been well compensated on July 1, 1993 in the amount of ₱1,046,460.00, which was more than the amount she can legally claim for pursuant to Department of Agrarian Reform (DAR) Administrative Order

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<sup>11</sup> Id.

<sup>12</sup> *Rollo*, p. 41.

<sup>13</sup> Id. at 269-271.

<sup>14</sup> Id. at 43.

(AO) No.1, series of 1990.<sup>15</sup> Furthermore, respondents countered that based on the Malayang Salaysay of the Purificacion spouses themselves dated July 1, 1993, which was notarized on July 16, 1993 (Notarized Malayang Salaysay),<sup>16</sup> there was no mention about a 1,000 square meter portion to be given to them. The Notarized Malayang Salaysay partly reads:

Kami, sina JACINTO PURIFICA[C]ION at LUCILA PURIFICA[C]ION, mag-asawa, nasa hustong gulang, at nanirahan sa Anabu II, Imus, Cavite, matapos na manumpa ng naayon sa batas ay buong laya na nagsasalaysay ng mga sumusunod:

x x x x

Na isinasagawa namin ang lahat na ito kapalit ng Disturbance Compensation na halagang ISANG MILYON APATNAPU'T ANIM NA LIBO AT APAT NA RAAN ANIM NA PUNG PISO (₱1,046,460.00) at kusang loob at walang sinumang tumakot o pumilit o nangako ng anuman pa sa amin;<sup>17</sup>

**Ruling of the Provincial  
Agrarian Reform Adjudicator  
(PARAD):**

On February 9, 2001, the PARAD rendered a Decision<sup>18</sup> in favor of respondents herein, the dispositive portion of which reads:

WHEREFORE, premises considered, Judgment is hereby rendered:

1. Finding the instant action devoid of merit for lack of sufficient factual basis and already barred by the Statute of Limitations having been commenced way beyond the three-year prescriptive period under Section 38, R.A. 3844, as amended. Accordingly, the instant complaint is hereby ordered DISMISSED.
2. Finding Complainant's occupancy of the premises identified as Lot 13, Blk. 1 unwarranted, wherefore, ordering said party and any/all person/s acting [under] her authority to vacate the same and relinquish its peaceful possession and enjoyment in favor of Defendant Charles T. Gobing, for the previous landowners Elmer Virgil, Jr., Francis Andrew, Min-O Jeno, and Paul Patrick, all surnamed Villanueva, represented by herein Defendant Atty. Jaime Villanueva in accordance with the Malayang Salaysay dated July 01, 1993 executed by Complainant and her now deceased spouse Jacinto Purificacion; Consequently,
3. Ordering Complainant and any/all person/s acting under her authority to remove any/all such improvements and/or structures they might have introduced or constructed on the premises in question at their own expense; Except, if/when Complainant shall choose to move over to or re-settle in the

<sup>15</sup> Revised Rules and Regulations on the Conversion of Agricultural Lands to Non-Agricultural Uses. Approved: March 30, 1999.

<sup>16</sup> *Rollo*, p. 489.

<sup>17</sup> *Id.*

<sup>18</sup> *Id.* at 469-486.

vacant lot contiguous to and adjoining the rear end portion of Goldlane Subdivision outside its perimeter fence near the Creek, in which case, ... the Defendants shall jointly and severally extend/render such reasonable material assistance to said Party as shall be necessary in relocating her and her farm family.

No pronouncement as to damages, attorney's fees and cost of suit for failure of suitors to prove the same.

SO ORDERED.<sup>19</sup>

Aggrieved, Lucila moved for reconsideration.

On September 4, 2001, the PARAD issued its Order<sup>20</sup> reversing its earlier February 9, 2001 Decision. The dispositive portion of the Order reads:

WHEREFORE IN VIEW THEREFROM, the DECISION rendered dated February 9, 2001 is reversed in toto and instead a new judgment is entered and hereby rendered:

a.) Declaring Lot 13, Block 1 of the approved plan part of the subject land to be the lawful homelot of complainants [Purificacion Spouses] herein;

b.) Ordering the Defendants to surrender to plaintiff TCT No. T-463035 in the name of Charles Builders Co. Inc., as represented by Charles T. Gobing for the registration and transfer;

c.) Ordering respondents and all persons claiming rights under them to respect and maintain [complainants] in peaceful possession and occupancy of the homelot in question;

d.) Ordering the Register of Deeds, Trece Martires City, [to] transfer TCT No. T-463035 in the name of plaintiff Lucila Purificacion.

No pronouncement as to costs and damages.

SO ORDERED.<sup>21</sup>

Respondents appealed the foregoing adverse Order to the Department of Agrarian Reform Adjudication Board (DARAB).

**Ruling of the Department of  
Agrarian Reform Adjudication  
Board (DARAB).**

In its April 8, 2008 Decision,<sup>22</sup> the DARAB reversed the PARAD's September 4, 2001 Order. The DARAB mainly held that: (a) the tenancy

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<sup>19</sup> Id. at 486.

<sup>20</sup> CA *rollo*, pp. 134-138

<sup>21</sup> Id. at 137-138.

<sup>22</sup> *Rollo*, pp. 115-130.

relation between Lucila and the owner of the subject lot has been severed when the land she once tenanted was converted from agricultural into non-agricultural land (*i.e.*, residential land). Thus, the essential requisite of tenancy, wherein the land subject of the relationship must be an agricultural land, is no longer present; (b) Section 36(1) of Republic Act (RA) No. 3844,<sup>23</sup> as amended, and DAR AO No. 1, series of 1990, hold that dispossessed tenants or displaced farmer-beneficiaries in view of the conversion of the lands into non-agricultural use, ought to be paid disturbance compensation equivalent to five times the average of the gross annual value of the harvest for the last five preceding calendar years. Thus, respondents have complied with their obligation to pay disturbance compensation since the ₱1,046,460.00 disturbance compensation paid to Lucila in July 1, 1993 is more than the amount required by the law, rules and regulations.<sup>24</sup>; (c) assuming for the sake of argument that Lucila is still entitled to disturbance compensation of 1,000 square meters, the same has already prescribed. Section 38 of RA No. 3844 provides that any cause of action under said Code shall be barred if not commenced within three years after such cause of action accrued. Lucila's cause of action accrued in July 1993. However, it was only in January 2000, or after more than six years that she instituted the action;<sup>25</sup> *and* (d) the PARAD acted with grave abuse of discretion amounting to lack or excess of jurisdiction when she issued the Order dated February 9, 2001. The PARAD erred in ordering the surrender of TCT No. T-46035, which covers an area of 35, 882 square meters, in the name of Charles Builders Co., Inc. and in directing the Register of Deeds of Cavite to cancel the same and transfer it in the name of Lucila. Consequently, the PARAD awarded to Lucila the entire area of the subject lot or the whole Goldlane Subdivision, and yet Lucila was merely claiming for 1,000 square meters.<sup>26</sup>

In view of the foregoing, the DARAB struck down the September 4, 2001 Order of the PARAD for having been issued with grave abuse of discretion amounting to lack or excess of jurisdiction.<sup>27</sup> The dispositive portion of the DARAB's Decision reads:

WHEREFORE, premises considered, the assailed 04 September 2001 Order is hereby REVERSED and SET ASIDE and the 09 February 2001 Decision is hereby REINSTATED.<sup>28</sup>

Lucila moved for reconsideration of the foregoing Decision, which was denied in the DARAB's Resolution dated December 5, 2008.<sup>29</sup>

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<sup>23</sup> An Act to Ordain the Agricultural Land Reform Code and to Institute Land Reforms in the Philippines, Including the Abolition of Tenancy and the Channeling of Capital into Industry, Provide for the Necessary Implementing Agencies, Appropriate Funds Therefor and for Other Purposes. Approved: August 8, 1963.

<sup>24</sup> *Rollo*, p. 46.

<sup>25</sup> *Id.* at 48.

<sup>26</sup> *Id.* at 49.

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 129.

<sup>29</sup> *Id.* at 131-132.

Lucila then filed an appeal with the CA via a Petition for Review under Rule 43 of the Rules of Court assailing the April 8, 2008 Decision of the DARAB.

### **Ruling of the Court of Appeals:**

In its October 30, 2009 Decision,<sup>30</sup> the appellate court upheld the findings of the DARAB. It noted that Lucila's action has already prescribed. It also held that even if the petition were filed on time, it remains bereft of merit since Lucila was already properly paid her disturbance compensation. The appellate court further held that the additional compensation she is claiming on the basis of an alleged promise by respondents was not substantially proved in evidence since the notarized July 16, 1993 Malayang Salaysay<sup>31</sup> did not contain any stipulation regarding additional compensation through a 1,000 square meter lot. Thus, the dispositive portion of said Decision reads:

WHEREFORE, the April 8, 2008 Decision of the Department of Agrarian Reform Adjudication Board is hereby **AFFIRMED**.

SO ORDERED.<sup>32</sup>

Lucila filed a Motion for Reconsideration,<sup>33</sup> which the CA denied in its February 16, 2010 Resolution.<sup>34</sup>

### **Our Ruling**

We affirm the CA Decision, which upheld the ruling of the DARAB.

### **Lucila's action has prescribed.**

Section 38 of RA No. 3844, otherwise known as the Agricultural Land Reform Code, provides:

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.

Section 2, Rule 2 of the Rules of Court defines a cause of action as the "act or omission by which a party violates a right of another". In the instant case, Lucila's cause of action arose when the Purificacion spouses executed the notarized Malayang Salaysay dated July 1, 1993. In the said document, the Purificacion spouses relinquished their tenancy rights in favor of the former

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<sup>30</sup> Id. at 39-53.

<sup>31</sup> CA rollo, p. 157.

<sup>32</sup> Rollo, p. 53.

<sup>33</sup> Id. at 54-63.

<sup>34</sup> CA rollo, pp. 329-330.

landowners in exchange for ₱1,046,460.00, representing their disturbance compensation.<sup>35</sup>

On January 3, 2000, or more than six years from the time they acknowledged having received the foregoing amount as their disturbance compensation, Lucila filed the instant complaint and claimed that the payment of the said disturbance compensation was incomplete since Atty. Villanueva allegedly promised them a 1,000 square meter portion of the subject lot as an additional disturbance compensation.<sup>36</sup>

However, in view of the period prescribed under Section 38 of RA No. 3844, an action to enforce any cause of action under the Code shall be barred if not commenced within three years after such cause of action accrued.

Therefore, Lucila's present action is barred by prescription.

**Lucila already received her own fair share of disturbance compensation.**

This Court finds that even if the instant complaint were timely filed, the Petition remains unmeritorious.

Section 16 of DAR AO No. 1, series of 1990 provides that disturbance compensation shall be paid to tenant, farm workers or *bona fide* occupants affected by the land conversion:

SECTION 16. *Disturbance Compensation.* — (a) Disturbance compensation, in cash or in kind or both, shall be paid by the landowner or the developer, as may be appropriate, to tenants, farmworkers, as *bona fide* occupants to be affected by the conversion in such amounts or under such terms as may be mutually agreed upon between them and the landowner or the developer, but which shall not be less than five (5) times the average of the gross harvests on their landholding during the last five (5) preceding calendar years, pursuant to Section 36 of RA 3844, as amended by Section 7 of RA 6389, particularly in the case of tenants.

(b) Compensation in kind may consist of free housing, homelots, employment, and other benefits. The DAR shall approve the terms of any agreement for the payment of disturbance compensation and monitor compliance therewith. In no case shall compliance with the terms and conditions thereof extend beyond sixty (60) days from the date of approval of the application for conversion.

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<sup>35</sup> *Rollo*, p. 51.

<sup>36</sup> *Id.*



(c) In the event the parties do not agree on the amount of disturbance compensation, the issue may be brought by either of them before the DAR Adjudication Board for resolution pursuant to existing rules.

In view of the foregoing, this Court finds that respondents have already properly compensated Lucila in the amount of ₱1,046,460.00 as disturbance compensation. We cite in agreement the following findings of the DARAB:

Records show that [Lucila] Purificacion was paid ₱1,046,460.00 disturbance compensation on 01 July 1993. However, the records did not disclose how this amount was arrived at. Neither the plaintiff-appellee [Lucila] disclosed how much is the average annual harvest of the landholding. On the contrary[, respondents herein] averred that the ₱1,046,460.00 disturbance compensation paid to [Lucila] Purificacion was more than five (5) times the average of the gross value of the harvest for the five (5) preceding calendar years.

Assuming that the subject landholding then yielded an average gross harvest of 80 cavans per hectare per cropping, and there were two (2) cropping[s] per year, this Board agrees with the [respondents] that indeed the ₱1,046,460.00 disturbance compensation paid to [Lucila] Purificacion on 01 July 1993 is more than the amount required by law, rules and regulations. Thus, [respondents] have already complied with their obligation to pay disturbance compensation to [Lucila].<sup>37</sup>

We note that the DARAB and the appellate court had made identical and sound dispositions on the same issues posed by Lucila before them.

Well settled is the rule that findings of fact of administrative bodies, such as the DARAB in the instant case, if based on substantial evidence, and especially if affirmed by the appellate court, are controlling on the reviewing authority. Administrative decisions on matters within their jurisdiction are entitled to respect and can only be set aside on proof of grave abuse of discretion, fraud or error of law, none of which obtains in this case.<sup>38</sup>

**Notarized documents enjoy the presumption of regularity.**

To support her claim, Lucila presented the May 20, 1993 Letter<sup>39</sup> and the Unnotarized Malayang Salaysay which has the same narration as the Notarized Malayang Salaysay,<sup>40</sup> except for the stipulation that Lucila is entitled to a 1,000-square meter portion of the subject lot.

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<sup>37</sup> *Rollo*, p. 125.

<sup>38</sup> *Geronimo v. Commission on Audit*, G.R. No. 224163, December 4, 2018.

<sup>39</sup> *Rollo*, p. 261.

<sup>40</sup> *CA rollo*, p. 157.

This Court finds that the appellate court correctly held that the foregoing documents do not constitute substantial evidence that Lucila is entitled to claim the 1,000-square meter portion of the subject lot as disturbance compensation in addition to the ₱1,046,460.00 she already received.<sup>41</sup>

Firstly, the May 20, 1993 Letter from Atty. Villanueva to Gobing merely showed that respondents were considering the allocation of a 1,000-square meter portion within the subject lot for the Purificacion spouses, perhaps as the respondents' tentative plan for the spouses' disturbance compensation. As aptly held by the CA, said letter did not categorically grant the 1,000-square meter portion to the spouses.<sup>42</sup> It may indeed be part of the negotiations between the Purificacion spouses and the respondents regarding the disturbance compensation, since it was dated much earlier than the notarized Malayang Salaysay. However, said letter did not conclusively show that there was an agreement to grant a 1,000 square meter portion of the subject lot to Lucila as disturbance compensation in addition to the ₱1,046,460.00.

Secondly, the Notarized Malayang Salaysay is duly acknowledged before a notary public. Settled is the rule that a notarized document "has in its favor the presumption of regularity and it carries the evidentiary weight conferred upon it with respect to its due execution. It is admissible in evidence without further proof of its authenticity and is entitled to full faith and credit upon its face."<sup>43</sup>

Being a notarized document, the Notarized Malayang Salaysay has in its favor the presumption of regularity, as opposed to the Unnotarized Malayang Salaysay. Thus, to overcome the presumption of regularity, "there must be evidence that is clear, convincing and more than merely preponderant; otherwise, the document should be upheld."<sup>44</sup> In the instant case, Lucila's bare denials will not suffice to overcome the presumption of regularity of the assailed Notarized Malayang Salaysay.

**WHEREFORE**, the instant Petition for Review is **DENIED**. The assailed October 30, 2009 Decision and the February 16, 2010 Resolution of the Court of Appeals in C.A. G.R. SP No. 106821 are hereby **AFFIRMED**. No pronouncement as to costs.

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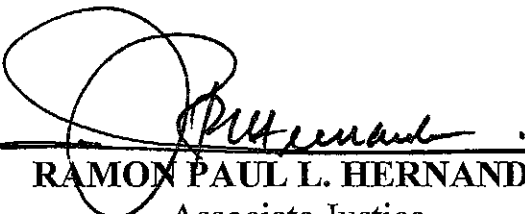
<sup>41</sup> *Rollo*, p. 52.

<sup>42</sup> *Id.*

<sup>43</sup> *Almeda v. Heirs of Almeda*, 818 Phil. 239, 256 (2017); *See also Abalos v. Heirs of Torio*, 678 Phil 691, 703 (2011).

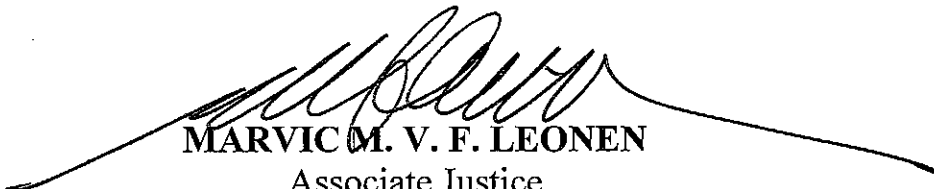
<sup>44</sup> *Abalos v. Heirs of Torio*, 678 Phil. 691, 703 (2011).

**SO ORDERED.**




**RAMON PAUL L. HERNANDO**  
Associate Justice

WE CONCUR:



**MARVIC M. V. F. LEONEN**  
Associate Justice  
Chairperson

On official leave  
**HENRI JEAN PAUL B. INTING**  
Associate Justice




**EDGARDO L. DELOS SANTOS**  
Associate Justice



**RICARDO R. ROSARIO**  
Associate Justice

**ATTESTATION**


I attest that conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**MARVIC M. V. F. LEONEN**  
Associate Justice  
Chairperson

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**DIOSDADO M. PERALTA**  
Chief Justice