



Republic of the Philippines  
 Supreme Court  
 Manila

FIRST DIVISION

**EDUVIGES B. ALMAZAN,**  
*Petitioner,*

**G.R. No. 227529**

Present:

- versus -

**GESMUNDO, C.J.,**  
**CAGUIOA,**  
**LAZARO-JAVIER,\***  
**ZALAMEDA, and**  
**GAERLAN, JJ.**

**PERLA E. BACOLOD,**  
**DULCE E. BACOLOD,**  
**IRMA E. BACOLOD, and**  
**BELEN E. BACOLOD,**  
*Respondents.*

Promulgated:  
**JUN 16 2021**

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**DECISION**

**GAERLAN, J.:**

*Jurisdiction over the subject matter is determined by the allegations in the complaint. In line with this, for the DARAB to acquire jurisdiction over the case, there must be clear proof of a tenancy relationship between the parties. Likewise, only a de jure tenant may enforce his/her right to security of tenure against the landowner.*

This resolves the Petition for Review on *Certiorari*<sup>1</sup> filed by Eduviges B. Almazan (petitioner) praying for the reversal of the March 7, 2016 Decision<sup>2</sup> and the September 30, 2016 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 137591, which annulled and set aside the April 14, 2014<sup>4</sup> and July 7, 2014<sup>5</sup> Orders of the Regional Trial Court (RTC) of Biñan, Laguna, Branch 25. The RTC denied the Motion to Dismiss filed by the respondents Perla Enriquez Bacolod (Perla), Dulce Enriquez Bacolod and Irma Enriquez Bacolod.

\* Per Raffle dated April 29, 2019.

<sup>1</sup> *Rollo*, pp. 3-17.

<sup>2</sup> Id. at 111-119. The Decision was penned by Justice Rosmari D. Carandang (now a Member of this Court), with Justices Mario V. Lopez (now a Member of this Court) and Myra V. Garcia-Fernandez, concurring.

<sup>3</sup> Id. at 143-146.

<sup>4</sup> Id. at 72-74. The Order was issued by Judge Teodoro N. Solis.

<sup>5</sup> Id. at 75.

### Antecedents

Petitioner is one of the registered owners of a 5,865 square meter parcel of land located in Barangay Dita/Malitlit, Sta. Rosa City, Laguna, and covered by Transfer Certificate of Title (TCT) No. T-060-2012008993 of the Registry of Deeds of Calamba, Laguna (subject property). He and his co-owners inherited the subject property from their grandfather Agapito Almazan (Agapito).<sup>6</sup>

Sometime in 2010, petitioner visited the subject property, and was surprised to discover the respondents occupying the same. He demanded them to vacate the land. However, the respondents refused claiming that they are agricultural tenants of the subject property, as affirmed in the July 3, 2000 Provincial Agrarian Reform Adjudicator (PARAD)<sup>7</sup> and October 11, 2007 Department of Agrarian Reform Adjudication Board (DARAB) Decisions.<sup>8</sup> Petitioner denied the existence of any tenurial relationship between him and his co-owners and the respondents.<sup>9</sup>

Meanwhile, on February 7, 2013, petitioner filed before the RTC of Biñan, Laguna, a Complaint for Quieting of Title, *Accion Reivindicatoria*, and Damages against the respondents.<sup>10</sup> Petitioner claimed that he and his co-owners are not bound by the PARAD and DARAB Decisions considering that the respondents were never their tenants, and the Decisions were rendered against Arturo, Norberto, Virginia, Ruben, Manuel and Bayani, all surnamed Erana (collectively, Eranas), with whom the petitioner has no relationship with. Accordingly, said Decisions constitute a cloud on their title and possessory rights over the subject property.<sup>11</sup>

Respondents filed their Entry of Appearance and Answer With Compulsory Counterclaim With Prayer For the Hearing of the Affirmative Defenses/Motion to Dismiss.<sup>12</sup> They argued that the trial court has no jurisdiction over the subject matter. They averred that the issues and reliefs sought by the petitioner in his Complaint are beyond the power and authority of the trial court, since in reality, the complaint seeks to reverse and set aside the final and executory Decisions of the PARAD and DARAB. They further stated that they are legitimate tenants of the subject property, and thus, enjoy security of tenure.<sup>13</sup>

Thereafter, the RTC conducted preliminary hearings on the affirmative defense of lack of jurisdiction.

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<sup>6</sup> Id. at 112.

<sup>7</sup> Id. at 32-41.

<sup>8</sup> Id. at 42-48.

<sup>9</sup> Id. at 112.

<sup>10</sup> Id. at 111.

<sup>11</sup> Id. at 112.

<sup>12</sup> Id. at 50-62.

<sup>13</sup> Id. at 113.

### Ruling of the RTC

On April 14, 2014, the RTC issued an Order<sup>14</sup> denying the motion to dismiss. It declared that jurisdiction over the subject matter is determined based on the allegations in the complaint, and not on the defenses raised in the answer or motion to dismiss.<sup>15</sup> Thus, it examined the averments and concluded that the case involved a real action affecting title or possession of real property with an assessed value exceeding ₱50,000.00, thereby falling within its jurisdiction.

The dispositive portion of the RTC's Order reads:

WHEREFORE, premises considered, the Motion to Dismiss filed by the defendants is hereby DENIED for lack of merit.

SO ORDERED.<sup>16</sup>

Aggrieved, respondents filed a Motion for Reconsideration, which was denied by the RTC in its July 7, 2014 Order.<sup>17</sup>

Undeterred, respondents filed a Petition for *Certiorari*<sup>18</sup> under Rule 65 of the Rules of Court with the CA.

### Ruling of the CA

In a Decision<sup>19</sup> dated March 7, 2016, the CA granted the Petition for *Certiorari*, and consequently annulled and set aside the RTC's Orders dated April 14, 2014 and July 7, 2014. The CA explained that the jurisdiction of a tribunal over the nature and the subject matter of a complaint is determined by the material allegations contained therein and the character of the relief sought.<sup>20</sup> On this score, it noted that the ultimate relief sought by the petitioner is to dispossess the respondents as tenants,<sup>21</sup> and to strip them of their tenurial rights over the subject property.<sup>22</sup> It stressed that the respondents' rights as tenants is attached to the subject property, notwithstanding the absence of an actual tenancy relationship between them and the petitioner. As the new owner of the land, petitioner merely assumed the rights and obligations of the previous owner.<sup>23</sup> It

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<sup>14</sup> Id. at 72-72.

<sup>15</sup> Id. at 73.

<sup>16</sup> Id. at 74.

<sup>17</sup> Id. at 75.

<sup>18</sup> Id. at 76-99.

<sup>19</sup> Id. at 111-119.

<sup>20</sup> Id. at 114.

<sup>21</sup> Id. at 115.

<sup>22</sup> Id.

<sup>23</sup> Id. at 115.

further elucidated that the subject property which consists of 5,865 square meters is part of the 1.9262 hectare-landholding declared in the PARAD decision as tenanted by respondents.<sup>24</sup> Thus, jurisdiction over the case properly pertains to the DARAB.<sup>25</sup>

Moreover, the CA acknowledged that the Orders of the RTC denying the respondents' motion to dismiss, are interlocutory and non-appealable. However, it declared that *certiorari* is an appropriate remedy to assail said interlocutory orders, especially since they were issued with grave abuse of discretion amounting to lack or excess of jurisdiction.<sup>26</sup>

The decretal portion of the CA Decision states:

WHEREFORE, in view of the foregoing considerations, the petition is GRANTED. The Orders dated April 14, 2014 and July 7, 2014, in Civil Case No. B-8968 are hereby ANNULLED and SET ASIDE. Accordingly, the Complaint of private respondent is DISMISSED on the ground of lack of jurisdiction.

SO ORDERED.<sup>27</sup>

Dissatisfied with the ruling, petitioner filed a Motion for Reconsideration,<sup>28</sup> which was denied in the September 30, 2016 Resolution<sup>29</sup> of the CA.

Undaunted, petitioner filed the instant petition for review on *certiorari*.<sup>30</sup>

### Issue

The pivotal issue in this case is whether or not the RTC has jurisdiction over the Complaint for quieting of title, *accion reivindicatoria* and damages.

Petitioner insists that the RTC has jurisdiction to rule on the complaint for quieting of title.<sup>31</sup> The relief prayed for, which is the respondents' eviction from the subject property is a natural consequence of his right as an owner of the subject land.<sup>32</sup> Likewise, petitioner stresses that the DARAB has no jurisdiction

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<sup>24</sup> Id. at 118.

<sup>25</sup> Id. at 117.

<sup>26</sup> Id. at 118.

<sup>27</sup> Id.

<sup>28</sup> Id. at 120-141.

<sup>29</sup> Id. at 143-146.

<sup>30</sup> Id. at 3-17.

<sup>31</sup> Id. at 8-9.

<sup>32</sup> Id. at 13.

over the case.<sup>33</sup> He maintains that there is no tenancy relationship between him (or his co-owners) and the respondents.<sup>34</sup> In fact, there was no point in time when the elements for a tenancy relationship existed, save for the fact that the subject land is agricultural.<sup>35</sup> Respondent Perla expressly admitted that she does not know him and any of his co-owners. Further, the PARAD and DARAB Decisions were rendered against the Eranas, with whom petitioner has no relation with. Neither he, his co-owners or any of his predecessors were parties to the said case.<sup>36</sup> Accordingly, said PARAD and DARAB Decisions upon which respondents anchor their rights as tenants clearly constitute clouds to his title.<sup>37</sup>

Moreover, petitioner argues that the defenses set up in the answer or motion to dismiss must not be considered in determining the tribunal's jurisdiction over the case.<sup>38</sup> Hence, the CA erred in considering the respondents' defense of tenancy as a ground for dismissing the complaint for quieting of title.<sup>39</sup> He reiterates that his complaint did not involve an agrarian dispute or an incident arising from the implementation of agrarian laws, which would place it within the DARAB's jurisdiction.<sup>40</sup>

Lastly, the petitioner bewails the CA's application of the doctrine rendered in *Relucio III v. Hon. Macaraig, Jr.*<sup>41</sup> He contends that the facts in the afore-cited case do not apply squarely to the case at bar, considering that in the former, there was a tenancy relationship between the parties which began from their predecessors, which is sorely wanting in this case.<sup>42</sup>

On the other hand, respondents point out that the petition raises a question of fact, thereby warranting its outright dismissal.<sup>43</sup>

On the substantive issues, respondents claim that they are *de jure* and bona fide tenants of the subject property, as affirmed in the July 3, 2000 PARAD Decision and October 11, 2007 DARAB Decision.<sup>44</sup> Said Decisions which declared their parents *de jure* tenants are final and executory.<sup>45</sup> Thus, as tenants, they enjoy security of tenure.<sup>46</sup> Likewise, respondents contend that under the Land Reform Code, the tenancy is not affected by a transfer of ownership. In the

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<sup>33</sup> Id.

<sup>34</sup> Id.

<sup>35</sup> Id. at 14.

<sup>36</sup> Id. at 16.

<sup>37</sup> Id. at 13.

<sup>38</sup> Id. at 14.

<sup>39</sup> Id. at 15.

<sup>40</sup> Id.

<sup>41</sup> Id. at 14, citing 255 Phil. 613 (1989).

<sup>42</sup> Id.

<sup>43</sup> Id. at 150.

<sup>44</sup> Id. at 151.

<sup>45</sup> Id.

<sup>46</sup> Id. at 156.

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same vein, a tenant may only be ousted under the grounds stated in the law.<sup>47</sup> Hence, the RTC is bereft of power to issue an *ex-parte* restraining order or preliminary injunction to prohibit them (respondents) from enforcing the terms of the PARAD and DARAB Decisions;<sup>48</sup> or declare the PARAD and DARAB Decisions as clouds to petitioner's title; or eject the respondents from the subject property. Said orders will ultimately reverse, vacate and set aside the final and executory decisions of the PARAD and DARAB,<sup>49</sup> which are appealable only to the CA in the manner provided under Republic Act (R.A.) No. 6657.<sup>50</sup>

Moreover, respondents urge that the PARAD and DARAB Decisions may not be regarded as clouds on the petitioner's title.<sup>51</sup> A cloud is any instrument, record, claim or encumbrance that is actually invalid or inoperative which injuriously affects the title to the property.<sup>52</sup> Also, an action to quiet title pertains to a cloud on the title, and not to the land.<sup>53</sup>

Furthermore, respondents aver that petitioner is merely feigning ignorance about their status as *de jure* tenants. Additionally, respondents claim that petitioner's counsel Atty. Melvin DC Mane (Atty. Mane), has been intimidating and harassing them and their parents for several years. He has likewise been spewing and foisting falsehoods before the trial court by attaching fake and spurious documents in the complaint to support the petitioner's false and baseless claims. Accordingly, he should be administratively sanctioned.<sup>54</sup>

### **Ruling of the Court**

*The petition is impressed with merit.*

*The issue of jurisdiction over the subject matter is a question of law.*

Essentially, a petition for review on *certiorari* under Rule 45 of the Rules of Court is limited to resolving questions of law. A question of law arises when there is doubt or difference as to what the law states on a certain set of facts, whereas a question of fact exists when the doubt or difference arises as to the truth or falsity of the alleged facts. Simply put, the issue is factual if the query requires a re-evaluation of the evidence, while legal, if it involves the proper

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<sup>47</sup> Id. at 158.

<sup>48</sup> Id. at 150.

<sup>49</sup> Id.

<sup>50</sup> Id. at 155.

<sup>51</sup> Id.

<sup>52</sup> Id. at 156.

<sup>53</sup> Id. at 161.

<sup>54</sup> Id. at 156-157.

application of the law.<sup>55</sup> In line with this, the Court has ruled that the issue pertaining to the court's jurisdiction over the subject matter of the case constitutes a questions of law.<sup>56</sup> Hence, the case at bar, which raises the lone issue of jurisdiction falls within the province of a Rule 45 petition.

Having resolved the procedural issue, the Court shall now discuss the RTC's jurisdiction over the action to quiet title, with a caveat that the resolution shall be limited to the issue of jurisdiction, without prejudging the main action.

***Regular courts have jurisdiction over actions for quieting of title.***

Significantly, jurisdiction pertains to the power and authority of the court or tribunal to hear, try, and decide a case.<sup>57</sup> In turn, jurisdiction over the nature and the subject matter of the case is conferred by the law, and is determined by the allegations in the complaint, regardless of whether or not the plaintiff is entitled thereto.<sup>58</sup> Once the court acquires jurisdiction, it does not lose it based on the defenses set forth in the defendant's answer or motion to dismiss.<sup>59</sup> Otherwise, jurisdiction would hinge on the defendant or result in the case being thrown out of court or unduly delayed by simple stratagem.<sup>60</sup>

A perusal of the Complaint for Quieting of Title, *Accion Reivindicatoria* and Damages<sup>61</sup> reveals the following allegations:

x x x x

2. [Petitioner] is one of the registered owners of a parcel of land located in Brgy. Dita/Malitlit, Sta. Rosa City, Laguna consisting of 5,865 square meters and covered by TCT No. T-060-2012008993 of the Registry of Deeds of Calamba, Laguna x x x

x x x x

3. He along with his co-owners inherited the subject property from their late grandfather, Agapito Almazan;

<sup>55</sup> *Philippine Migrants Rights Watch, Inc., et al. v. Overseas Workers Welfare Administration, et al.*, 748 Phil. 349, 356 (2014).

<sup>56</sup> *Intramuros Administration v. Offshore Construction Development Company*, 827 Phil. 303, 317-318 (2018), citing *Philippine Migrants Rights Watch, Inc., et al. v. Overseas Workers Welfare Administration, et al.*, id.

<sup>57</sup> *Mitsubishi Motors Philippines Corporation v. Bureau of Customs*, 760 Phil. 954, 960 (2015), citing *Spouses Genato v. Viola*, 625 Phil. 514, 527 (2010), citing *Zamora v. CA*, 262 Phil. 298, 304 (1990).

<sup>58</sup> *Concorde Condominium, Inc. v. Agosto Baculio, et al.*, 781 Phil. 174, 182-183 (2016).

<sup>59</sup> *Montañer, et al. v. Shari'a District Court, 4<sup>th</sup> Shari'a Judicial District, Marawi City, et al.*, 596 Phil 815, 824 (2009), citing *Salas v. Castro*, 290 Phil. 623, 628 (1992) and *Hilado v. Hon. Chavez*, 482 Phil. 104, 127 (2004).

<sup>60</sup> Id., citing id. and *Vda. de Manalo v. Court of Appeals*, 402 Phil. 152, 161 (2001).

<sup>61</sup> *Rollo*, pp. 21-26.

4. That per records of the Municipal Agrarian Reform Office (MARO) of Sta. Rosa, Laguna, Agapito Almazan has no record of tenancy over the subject property. x x x

5. That sometime in 2010, [petitioner] went to the property and found out that [respondent] Bacolod were residing and occupying the same. [Petitioner] demanded [respondent] Bacolod to vacate the subject property but they were defiant. [Respondent] Bacolod insisted that they were tenants to the subject property of Arturo, Norberto aka Roberto, Virginia, Ruben, Manula, Bayani and Julia (in her capacity as heir of Benito) all surnamed Erana (hereinafter collectively referred to as "*Erana*" for brevity) and allegedly paying the landlord's share in the subject property's produce to Erana;

6. In his later visit to the subject property, [respondent] Bacolod showed [petitioner] a copy of decision of the Office of Provincial Agrarian Reform Adjudicator – San Pablo City (hereinafter referred to as "*PARAD*" for brevity) in DARAB Case No. R-403-440-95 entitled "*Guillerma E. Bacolod assisted/represented by her husband, Nazario, Bacolod v. Arturo, Norberto aka Roberto, Virginia, Ruben, Manuel and Bayani all surnamed Erana and Heirs of the late Benito Erana, represented by Julia Erana*" when Erana decided to evict them as tenant/occupant to the subject property, x x x

x x x x

and a copy of the DARAB – Quezon City decision in DARAB CASE No. 10032 (Reg. Case No. IV-LA-0440-95) entitled "*Guillerma Enrique-Bacolod, Complainant-Appellee vs. Arturo Erana, Norberto Erana, Virginia, Erana and Ruben Erana, Defendants-Appellants*" promulgated on October 11, 2007 which affirmed *in toto* the aforesaid decision of the PARAD – San Pablo City Office x x x

x x x x

7. [Petitioner] categorically states that neither he nor his co-owners are in any way related to Erana. Neither he nor his co-owner ever authorize [sic] Erana to represent them in placing [respondent] Bacolod as tenant to the subject property and to subsequently file a case against [respondent] Bacolod or to defend a case filed by [respondent] Bacolod involving the subject property before the PARAD/DARAB;

8. [Petitioner] also categorically states that neither he nor his co-owners know [respondent] Bacolod. [Respondent] Bacolod themselves in their statement in a Sworn Affidavit executed by [respondent] Perla E. Bacolod dated April 25, 2012 before Notary Public Atty. Joaquin delos Santos and entered into the latter's Notarial Register xxx likewise stated that they likewise do not know [petitioner] and his co-owners and they were allegedly paying their the [sic] landlord's share to the subject property *not* to Erana anymore (against whom they obtained a favorable judgment *before* the PARAD/DARAB) *but* to someone else. x x x;

9. Hence, in view of the foregoing for all intent and purpose [sic] neither petitioner nor his co-owners can be bound or affected by the aforesaid decisions of PARAD/DARAB for the following reasons:

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a. Defendant Bacolod never [at] any point in time became their tenant to the subject property as one of the defendant Bacolod (Perla Bacolod) expressly said in her sworn statement that she does not know plaintiff, hence, tenancy relationship cannot even exist between them as defendant will surely fail to meet all the six requirements for a tenancy relationship to exist, x x x

b. Those decisions of DARAB were taken against Erana who have no relationship or privity whatsoever with plaintiff or his co-heirs as they were totally strangers to one another hence, the principle of *res judicata* would not apply against plaintiff or his co-owners;

c. For all intent and purpose [sic] the aforesaid decisions of PARAD and DARAB are *clouds* (in a form of proceedings) to the title and possessory right of the plaintiff to the subject property which under Art[.] 476 of the Civil Code of the Philippines may be removed;<sup>62</sup>

x x x x

Basically, the averments in the action for quieting of title and recovery of possession state that the petitioner and his co-owners are the registered owners of the subject property; that they do not have any tenancy relationship with the respondents, whom they do not know and who, also, do not know them; that they do not know Erana or have any relationship with the latter; and that the PARAD and DARAB Decisions, which are unenforceable against them, constitute a cloud on their title.

To properly determine if the case is cognizable by the RTC, it is imperative to discuss the nature of an action to quiet title *vis-a-vis* an agrarian dispute that falls within the DARAB's jurisdiction.

An action for quieting of title is a remedy governed by Articles 476 and 477 of the Civil Code, which provide.

Art. 476. Whenever there is a cloud on title to real property or any interest therein, by reason of any instrument, record, claim, encumbrance or proceeding which is apparently valid or effective but is in truth and in fact invalid, ineffective, voidable, or unenforceable, and may be prejudicial to said title, an action may be brought to remove such cloud or to quiet the title.

An action may also be brought to prevent a cloud from being cast upon title to real property or any interest therein.

Art. 477. The plaintiff must have legal or equitable title to, or interest in the real property which is the subject-matter of the action. He need not be in possession of said property.

<sup>62</sup> Id. at 21-24.

Significantly, the purpose of an action to quiet title is to secure a ruling that a claim of title to, or an interest in property, adverse to that of the plaintiff is invalid, so that the plaintiff and all others claiming rights under him/her may be perpetually liberated from any danger of a hostile claim. To achieve this end, the court must determine the respective rights of the parties to put things in their proper place and to prevent the defendant who has no rights over the immovable, respect and correspondingly, refrain from disturbing the title of the plaintiff.<sup>63</sup> For the action to prosper, the plaintiff must establish a legal or an equitable title to or interest in the subject property. Furthermore, he/she must prove that the deed, claim, encumbrance or proceeding alleged to be casting a cloud on his/her title is in fact invalid or inoperative despite its *prima facie* appearance of validity or legal efficacy.<sup>64</sup>

Interestingly, in *Green Acres Holdings, Inc. v. Cabral, et al.*,<sup>65</sup> the Court explained that a DARAB Decision may be regarded as an “instrument” or “record” in an action to quiet title:

A cloud on title consists of (1) any instrument, record, claim, encumbrance or proceeding; (2) which is apparently valid or effective; (3) but is in truth and in fact invalid, ineffective, voidable, or unenforceable; and (4) may be prejudicial to the title sought to be quieted.

This Court holds that the DARAB decision in favor of Cabral satisfies all four elements of a cloud on title.

As Green Acres correctly points out, the DARAB decision, a final one at that, is both an “instrument” and a “record.” Black’s Law Dictionary defines an instrument as a document or writing which gives formal expression to a legal act or agreement, for the purpose of creating, securing, modifying or terminating a right. A record, on the other hand, is defined as a written account of some act, court proceeding, transaction or instrument drawn up under authority of law, by a proper officer, and designed to remain as a memorial or permanent evidence of the matters to which it relates. It is likewise a “claim” which is defined as a cause of action or a demand for money or property since Cabral is asserting her right over the subject lots. More importantly, it is a “proceeding” which is defined as a regular and orderly progress in form of law including all possible steps in an action from its commencement to the execution of judgment and may refer not only to a complete remedy but also to a mere procedural step that is part of a larger action or special proceeding.<sup>66</sup> (Citations omitted)

In the afore-cited case, *Green Acres Holdings* filed an action to quiet title, arguing that the DARAB Decision which cancelled the Emancipation Patents

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<sup>63</sup> *Green Acres Holdings, Inc. v. Cabral, et al.*, 710 Phil. 235, 256-257 (2013).

<sup>64</sup> *Aquino, et al. v. Quiazon, et al.*, 755 Phil. 793, 811 (2015), citing *Phil-Ville Dev't. and Housing Corp. v. Bonifacio, et al.*, 666 Phil. 325, 340 (2011).

<sup>65</sup> *Supra.*

<sup>66</sup> *Id.* at 257-258.

from which it traced its title, is invalid and unenforceable against it, as it was not a party to the said DARAB case. Although the facts in *Green Acres*<sup>67</sup> are not identical with the instant case, it is interesting to note that the doctrine laid therein finds significance to the instant case. There, the Court affirmed that a party who is not bound by a DARAB Decision which injuriously affects his/her interest, may vindicate his/her right through an action to quiet title.

Based on the foregoing, it is apparent that *the allegations in the petitioner's Complaint make out an action to quiet title. Judging by the ultimate facts alleged therein, petitioner claimed that he has a legal title on the subject property, based on TCT No. T-060-2012008993; and that the PARAD and DARAB Decisions are unenforceable and constitute clouds on his title.*

***The DARAB's jurisdiction is limited to agrarian disputes.***

Significantly, Section 50 of R.A. No. 665768 or the Comprehensive Agrarian Reform Law of 1988 vests the DAR with exclusive and original jurisdiction over all matters involving the implementation of agrarian reform, save for those falling under the exclusive jurisdiction of the Department of Agriculture and the Department of Environment and Natural Resources.

The law and jurisprudence have delineated the powers of the DARAB and the regular courts, by limiting the former's jurisdiction to the resolution of agrarian disputes. Specifically, an agrarian dispute is any controversy that relates to tenurial arrangements, be it a leasehold, tenancy, stewardship or otherwise, involving lands devoted to agriculture. It also includes cases relating to farm workers' associations or representations of persons in negotiating, fixing, maintaining, changing or seeking to arrange terms or conditions of such tenurial arrangements. Likewise, it also involves disputes relating to the terms and conditions of transfer of ownership from landowners to farm workers, tenants and other agrarian reform beneficiaries, whether the disputants stand in the proximate relation of farm operator and beneficiary, landowner and tenant, or lessor and lessee.<sup>69</sup>

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<sup>67</sup> Supra note 63.

<sup>68</sup> SECTION 50. Quasi-Judicial Powers of the DAR. – The DAR is hereby vested with primary jurisdiction to determine and adjudicate agrarian reform matters and shall have exclusive original jurisdiction over all matters involving the implementation of agrarian reform except those falling under the exclusive jurisdiction of the Department of Agriculture (DA) and the Department of Environment and Natural Resources (DENR).

Prior to the passage of the CARL, Section 17 of EO No. 229, Series of 1987 states that "SECTION 17. Quasi-Judicial Powers of the DAR. The DAR is hereby vested with quasi-judicial powers to determine and adjudicate agrarian reform matters, and shall have exclusive original jurisdiction over all matters involving implementation of agrarian reform, except those falling under the exclusive original jurisdiction of the DENR and the Department of Agriculture (DA)."

<sup>69</sup> *Bautista v. Vda De Villena*, 481 Phil. 591, 600-601, citing Section 3(d) of Republic Act No. 6657; *Pasong Bayabas Farmers Asso., Inc. v. Court of Appeals*, 473 Phil. 64, 98 (2004).

Verily, an essential requisite for the DARAB to have jurisdiction over the case is the existence of a tenancy relationship between the parties.<sup>70</sup> In turn, a tenancy relationship cannot be presumed.<sup>71</sup> Rather, there must be proof that (i) the parties are the landowner and the tenant or agricultural lessee; (ii) the subject matter of the relationship is an agricultural land; (iii) the parties consented to the relationship; (iv) the purpose of the relationship is to bring about agricultural production; (v) the tenant or agricultural lessee personally cultivates the land; and (vi) the parties share the harvest.<sup>72</sup>

Juxtaposing the requisites with the allegations in the Complaint, it is patent that the DARAB has no jurisdiction over the case.

First, there is no landlord-tenant relationship between the petitioner and the respondents. Petitioner clearly and categorically stated in his Complaint that he and his co-owners acquired the subject property from their grandfather Agapito. In line with this, the Certification<sup>73</sup> of the Municipal Agrarian Reform Office (MARO) dated November 5, 2007 states that Agapito has no registered tenants. Concededly, the Court has ruled that the MARO Certification regarding the presence or absence of a tenancy relationship between the parties is merely preliminary or provisional, and shall not bind the court.<sup>74</sup> However, in this case, said Certificate attains probative value considering that the respondents themselves do not claim to be tenants of Agapito. Added thereto, the resolution of the case is merely preliminary and solely for the purpose of determining the RTC's jurisdiction. It bears stressing that there is no nexus or connection between petitioner, his co-owners and Agapito, on the one hand, and Erana on the other. Erana is not their predecessor-in-interest.

Second, there being no relationship between the petitioner, his co-owners, and predecessors-in-interest with the respondents, then obviously, the element of consent is likewise wanting.

Third, there is no sharing of harvests between the parties. Respondents themselves admitted that they remit the share of the harvests to Erana, and later, to Erlinda Jaurige-Alcabasa (Alcabasa) and Rosita Jaurigue-Aquino (Aquino),<sup>75</sup> who are not the petitioner, any of his co-owners, or a predecessor-in-interest.

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<sup>70</sup> *Cornes, et al. v. Leal Realty Centrum Co., Inc., et al.*, 582 Phil. 528, 543-544 (2008), citing *Phil. Overseas Telecommunications Corp. v. Gutierrez*, 537 Phil. 682, 692 (2006).

<sup>71</sup> *Id.*, citing *Heirs of Rafael Magpily v. de Jesus*, 511 Phil. 21, 22 (2005); *Suarez v. Saul*, 510 Phil. 402, 406 (2005), citing *VHJ Construction and Development Corp. v. Court of Appeals*, 480 Phil. 28, 35-36 (2004).

<sup>72</sup> *Cornes, et al. v. Leal Realty Centrum Co., Inc., et al.*, supra, citing *Phil. Overseas Telecommunications Corp. v. Gutierrez*, supra.

<sup>73</sup> *Rollo*, p. 31.

<sup>74</sup> *Automat Realty and Development Corp., et al. v. Sps. Dela Cruz*, 744 Phil. 731, 758 (2014), citing *Soliman v. PASUDECO*, 607 Phil. 209, 224 (2009), citing *Salmorin v. Zaldivar*, 581 Phil. 531, 538 (2008).

<sup>75</sup> *Rollo*, p. 49.

Undoubtedly, there is no tenancy relationship between the parties that would put the case within the DARAB's jurisdiction. This notwithstanding, the CA disregarded the absence of an actual landlord-tenant relation between the petitioner and the respondents. Instead, it focused on the fact that the petitioner's property forms part of the lands tilled by the respondents. Consequently, it concluded that the former is bound to respect the latter's security of tenure over the landholding.

### **The Court disagrees.**

Remarkably, the tenants' right to security of tenure is enshrined in Sections 7 and 10 of R.A. No. 3844 or the Agricultural Land Reform Code, which state:

**Section 7. *Tenure of Agricultural Leasehold Relation*** – The agricultural leasehold relation once established shall confer upon the agricultural lessee the right to continue working on the landholding until such leasehold relation is extinguished. The agricultural lessee shall be entitled to security of tenure on his landholding and cannot be ejected therefrom unless authorized by the Court for causes herein provided.

**Section 10. *Agricultural Leasehold Relation Not Extinguished by Expiration of Period, etc.*** – The agricultural leasehold relation under this Code shall not be extinguished by mere expiration of the term or period in a leasehold contract nor by the sale, alienation or transfer of the legal possession of the landholding. In case the agricultural lessor sells, alienates or transfers the legal possession of the landholding, the purchaser or transferee thereof shall be subrogated to the rights and substituted to the obligations of the agricultural lessor.

Specifically, Section 10 ordains that the agricultural leasehold subsists despite the change in ownership over the landholding through sale or any other mode of transfer of legal possession.<sup>76</sup> This provision was borne out of the desire to strengthen the tenants' security of tenure by enforcing the agricultural leasehold rights against the transferee or the landowner's successor.<sup>77</sup> Interestingly, the CA anchored its ruling on Section 10 and declared that the petitioner was merely subrogated to the rights of the respondents' agricultural lessor.<sup>78</sup>

Regrettably, the CA lost sight of a crucial and fundamental fact – Section 10 of R.A. No. 3844 applies to a transferee or successor who is subrogated to the rights of his predecessor. In this case, the petitioner cannot be regarded as a transferee or successor of the respondents' landlord. Again, both parties admit that they have no relationship with each other whatsoever. At the risk of sounding

<sup>76</sup> *Planters Development Bank v. Garcia*, 513 Phil. 294, 307 (2005).

<sup>77</sup> *Coderias v. Estate of Chioco*, 712 Phil. 354, 367 (2013).

<sup>78</sup> *Rollo*, p. 115.

repetitive, respondent admitted that she did not know the petitioner, and that their former landlord was Erana, and they had been remitting the shares to Erana and later, to Alcabasa and Aquino. There was no showing that Erana, Alcabasa or Aquino was the petitioner's predecessor.

Indeed, Section 10 cannot be applied indiscriminately to a stranger or to one who is not privy to the tenancy relationship. As warned in *Sialana v. Avila*,<sup>79</sup> “[u]nless a person has established his status as a *de jure* tenant, he is not entitled to security of tenure nor is he covered by the Land Reform Program of the Government under existing tenancy laws.”<sup>80</sup>

It bears stressing that in the barrage of cases where the Court applied Section 10, *i.e.*, *Coderias v. Estate of Chioco*,<sup>81</sup> *Bautista, et al. v. Vda De Villena*,<sup>82</sup> *Spouses Amurao v. Spouses Villalobos*,<sup>83</sup> *Spouses Endaya v. Court of Appeals*,<sup>84</sup> *Planters Development Bank v. Garcia*,<sup>85</sup> and *Sarne, et al. v. Hon. Maquiling, et al.*,<sup>86</sup> as well as in *Relucio III. v. Hon. Macaraig, Jr.*,<sup>87</sup> which the CA cited, the existence of an agricultural lease was traced back from the transferees' predecessor. The absence of this crucial link bars the application of Section 10 to the instant case.

### ***Proper Remedy Against an Interlocutory Order.***

The denial of the respondents' motion to dismiss as contained in their Answer is an interlocutory order, or one that is rendered in between the commencement and end of the suit that decides some point or matter but does not finally resolve the entire controversy.<sup>88</sup> Section 1 of Rule 41 of the Rules of Court stringently states that an appeal cannot be filed against an interlocutory order. Rather, the aggrieved party's recourse is to file an answer, with the option to include the grounds stated in the motion to dismiss, and proceed to trial. In the event that an adverse judgment is rendered, the party can file an appeal and raise the interlocutory order as an error.<sup>89</sup>

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<sup>79</sup> 528 Phil. 83 (2006).

<sup>80</sup> *Id.* at 89-90, citing *Sumawang v. Engr. De Guzman*, 481 Phil. 239, 247 (2004).

<sup>81</sup> *Supra* note 76.

<sup>82</sup> *Supra* note 68.

<sup>83</sup> 524 Phil. 762 (2006).

<sup>84</sup> 289 Phil. 549 (1992).

<sup>85</sup> 513 Phil. 294 (2005).

<sup>86</sup> 431 Phil. 675 (2002).

<sup>87</sup> *Supra* note 41.

<sup>88</sup> *G.V. Florida Transport, Inc. v. Tiara Commercial Corp.*, 820 Phil. 235, 246 (2017), citing *Aboitiz Equity Ventures, Inc. v. Chiongbian, et al.*, 738 Phil. 773, 800-801 (2014).

<sup>89</sup> *Id.*, citing *Caballes v. Perez-Sison*, 469 Phil. 938, 946 (2004).

However, the general rule is subject to a narrow exception. The party may file a special civil action for *certiorari* under Rule 65 and prove that the interlocutory order was issued with grave abuse of discretion amounting to lack or excess of jurisdiction.<sup>90</sup> For the petition to prosper, it must be shown that the abuse of discretion was so grave, such that the power was exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and was so patent and so gross that it amounted to an evasion of a positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law.<sup>91</sup> Only under these circumstances may the court nullify or modify the challenged action and undo the damage done.<sup>92</sup>

The Court finds that the RTC did not commit grave abuse of discretion that warranted the nullification of its April 14, 2014<sup>93</sup> and July 7, 2014 Orders.<sup>94</sup> As discussed, the RTC had jurisdiction to rule on the action for quieting of title. Hence, there was no reason to interfere in the proceedings and set aside said Orders.

Lastly, the liability of Atty. Mane for allegedly propagating falsehoods and purportedly intimidating and harassing the respondents<sup>95</sup> should be threshed out in the appropriate proceedings through the filing of a proper complaint.

In fine, the agrarian laws that grant the DARAB exclusive jurisdiction to rule on agrarian disputes, as well as those which provide the landless farmers security of tenure and protect them against eviction from the landholdings, are without a doubt, laudable. However, these rights, sacred as they are, may not be enforced against strangers or those who have not consented to the relationship, personally or through their predecessors. In the case at bar, justice would best be served by allowing the parties to thresh out their allegations and defenses in a full-blown hearing before the RTC, which has jurisdiction over the action to quiet title. Certainly, a complete resolution of the case will benefit both parties as it will finally settle their respective rights over the subject property.

**WHEREFORE**, premises considered, the March 7, 2016 Decision and September 30, 2016 Resolution of the Court of Appeals in CA-G.R. SP No. 137591 are **REVERSED** and **SET ASIDE**. The case is **REMANDED** to the Regional Trial Court for a full resolution of the issues.

<sup>90</sup> Id. at 246-247, citing *Bañez, Jr. v. Concepcion*, 693 Phil. 399, 410 (2012).

<sup>91</sup> Id. at 247, citing *Solvic Industrial Corporation v. NLRC*, 357 Phil. 430, 438 (1998).

<sup>92</sup> Id. at 246, citing Rules of Court, Rule 65, Sec. 1.

<sup>93</sup> *Rollo*, pp. 72-74.

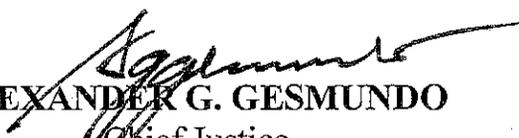
<sup>94</sup> Id. at 75.

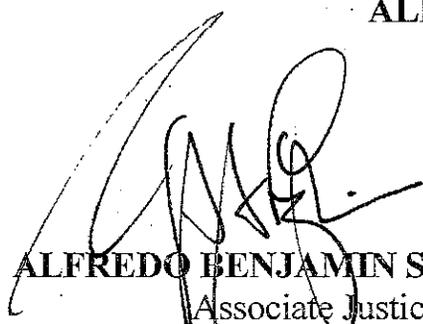
<sup>95</sup> Id. at 156-157.

**SO ORDERED.**

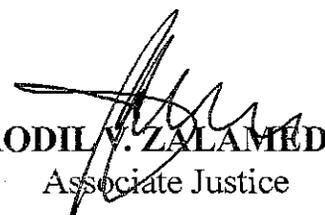
  
**SAMUEL H. GAERLAN**  
Associate Justice

WE CONCUR:

  
**ALEXANDER G. GESMUNDO**  
Chief Justice

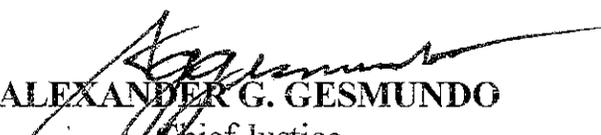
  
**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice

  
**AMY C. LAZARO-JAVIER**  
Associate Justice

  
**RODIL V. ZALAMEDA**  
Associate Justice

**CERTIFICATION**

Pursuant to Section 13, Article VIII of the Constitution, 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.

  
**ALEXANDER G. GESMUNDO**  
Chief Justice