



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **December 7, 2020** which reads as follows:*

“G.R. No. 252915 – CONSUELO ESPIRITU, petitioner, versus MA. BERNARDITA IGNACIO, respondent.

After reviewing the Petition and its annexes, inclusive of the Court of Appeals (CA) Decision¹ dated July 10, 2019 and Resolution² dated June 29, 2020 in CA-G.R. SP No. 152658, as well as the Decision³ dated November 23, 2007 issued by Provincial Agrarian Reform Adjudicator of Bulacan (PARAB) in DARAB Case No. R-03-02-2280’05 and Decision⁴ dated September 13, 2012 of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 15960, the Court resolves to **DENY** the Petition and **AFFIRM** the Decision of the CA.

Petitioner Consuelo Espiritu (Espiritu) insists that she did not violate the *Kasunduan Buwisan sa Sakahan (Kasunduan)* with her agricultural lessor herein respondent Ma. Bernardita Ignacio (Ignacio) concerning a 2.4910-hectare parcel of land in Balatong, Pulilan, Bulacan (Lot X). Thus, she argues that there is no basis to terminate their tenancy relationship.

In particular, Espiritu argues that her alleged non-payment of irrigation fees was not established by sufficient evidence. In addition, Espiritu claims that she never surrendered her tenancy rights to her

- over – three (3) pages ...

15

¹ *Rollo*, pp. 24-30. Penned by Associate Justice Japar B. Dimaampao, with the concurrence of Associate Justices Manuel M. Barrios and Maria Filomena D. Singh.

² *Id.* at 31-32.

³ *Rollo*, pp. 52-60. Rendered by Provincial Adjudicator Joseph Noel C. Longboan.

⁴ *Id.* at 81-88. Rendered by Board Member Arnold C. Arrieta, with the concurrence of Board Members Gerundio C. Madueno, Jim G. Coletto and Ma. Patricia Rualo-Bello while Chairman Virgilio R. Delos Reyes and Board Members Anthony N. Paruñgao and Mary Frances Pesayco-Aquino took no part.

creditor Francisco Tapang (Tapang) by way of mortgage. In any event, Espiritu argues that Ignacio is estopped from assailing the loan and mortgage since Ignacio had knowledge thereof, and continued to receive rental fees from Espiritu despite such knowledge. Espiritu thus claims that Ignacio impliedly agreed to the arrangement with Tapang.

Espiritu's assertions lack merit.

Section 36 of Republic Act No. (RA) 3844⁵ otherwise referred to as the Agricultural Land Reform Code states:

SECTION 36. *Possession of Landholding; Exceptions.* — Notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:

x x x x

- (2) The agricultural lessee failed to substantially comply with any of the terms and conditions of the contract or any of the provisions of this Code unless his failure is caused by fortuitous event or *force majeure*[.]

The *Kasunduan* clearly states that Espiritu shall be responsible for the payment of irrigation fees, as it states “x x x [a]ng magsasaka ang magbabayad ng patubig.”⁶ In this regard, Ignacio presented the Statement of Account on file with the National Irrigation Administration which confirms that as of June 2006, Espiritu had a balance of ₱320,557.08 representing unpaid irrigation fees for the years 1975 to 2006. By failing to pay irrigation fees as agreed, Espiritu violated Section 36(2) of RA 3844.

Moreover, Section 6 of RA 3844 states that “[t]he agricultural leasehold relation shall be limited to the person who furnishes the landholding, either as owner, civil law lessee, usufructuary, or legal possessor, and the person who personally cultivates the same.” In this regard, the CA correctly observed that the terms of the loan agreement between Espiritu and Tapang confirm that the former unlawfully relinquished her tenancy rights in favor of the latter. The loan agreement states:

- over -

15

⁵ 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, August 8, 1963.

⁶ *Rollo*, p. 55.

“Na ngayong ika 04 ng Hunyo 2003, ako ay nakahiram kay FRANCISCO S. TA[P]ANG⁷ ng halagang ISANG DAAN AT PITUMPO’T LIMANG LIBONG PISO (P175,000.00). Na aming napagkasunduan na aking ipinananagot sa perang aking hiniram ang mahigit isa’t kalahating ektarya na palayan at siya ang aani sa naturang bukid. At kung sakaling hindi ko pa maibabalik ang naturang halaga, siya ay patuloy na gagawa at aani sa naturang bukid.”⁸ (Emphasis in the original)

Notably, Espiritu’s assertion that Ignacio knew about the foregoing loan and the corresponding mortgage is not supported by any evidence.

All told, the Court finds no basis to deviate from the uniform findings of the PARAB, DARAB, and CA. Accordingly, the Petition must be denied.

SO ORDERED.”

By authority of the Court:

LIBRADA C. BUENA

Division Clerk of Court *off 12/24*

by:

mtbulo
MARIA TERESA B. SIBULO
Deputy Division Clerk of Court

15

PUNO LAW OFFICE
Counsel for Petitioner
2/F, Puno Building, 336 Roosevelt Avenue
1100 Quezon City

Office of the Provincial Agrarian
Reform Adjudicator
DEPARTMENT OF AGRARIAN REFORM
ADJUDICATION BOARD (DARAB)
Region III
2/F, Hiyas Convention Center Annex Bldg.
Malolos City, 3000 Bulacan
(DARAB Case No. R-03-02-2280’05)

Public Information Office (x)
Library Services (x)
Supreme Court
(For uploading pursuant to A.M.
No. 12-7-1-SC)

Court of Appeals (x)
Manila
(CA-G.R. SP No. 152658)

Atty. Leo D. Villavert
Counsel for Respondent
Rooms 303-304, C. De Castro Building
Paseo del Congreso, San Gabriel
Malolos City, 3000 Bulacan

DEPARTMENT OF AGRARIAN REFORM
ADJUDICATION BOARD (DARAB)
Annex Building, DAR Central
Office Compound
Diliman, 1101 Quezon City
(DARAB Case No. 15960)

Judgment Division (x)
Supreme Court

UR

⁷ Appears as “Tabang” in the CA Decision, id. at 29.

⁸ *Rollo*, p. 29.

NAT