Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

LUCIANO LADANO,[1]
Petitioner,

- versus -

FELINO NERI, EDWIN SOTO, ADAN ESPANOLA,[2] **and ERNESTO BLANCO,**
Respondents.

G.R. No. 178622

Present:

CARPIO, *Chairperson,*
BRION,
DEL CASTILLO,
PEREZ, *and*
PERLAS-BERNABE, *JJ.*

Promulgated:
NOV 1 2 2012

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DECISION

DEL CASTILLO, *J.:*

A person who is not an agricultural tenant cannot claim the right to security of tenure under the Code of Agrarian Reforms of the Philippines[3] or Republic Act (RA) No. 3844, as amended.[4] Moreover, he cannot pursue his complaint before the Department of Agrarian Reform Adjudication Board (DARAB) whose jurisdiction lies over agrarian disputes between parties in a tenancy relationship.[5]

Before the Court is a Petition for Review on *Certiorari*,[6] assailing the February 14, 2007 Decision[7] of the Court of Appeals (CA) in CA-G.R. SP No.

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[1] Also spelled as Ladaño in some parts of the records.
[2] Also spelled as Española in some parts of the records.
[3] *Heirs of Jose Barredo v. Besañes,* G.R. No. 164695, December 13, 2010, 637 SCRA 717, 723.
[4] 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.
[5] *Spouses Amel v. Spouses Valdez,* 451 Phil. 631, 643 (2003).
[6] *Rollo,* pp. 13-26.
[7] CA *rollo,* pp. 159-167; penned by Associate Justice Vicente Q. Roxas and concurred in by Associate Justices Josefina Guevara-Salonga and Ramon R. Garcia.

93819, as well as its May 9, 2007 Resolution,[8] which denied reconsideration of its Decision. The *fallo* of the assailed Decision reads:

> **WHEREFORE**, premises considered, the July 6, 2005 Decision of the Department of Agrarian Reform Adjudication Board, in DARAB Case No. 13172, is hereby **REVERSED and SET ASIDE** and a new one entered **DISMISSING** the April 1, 2004 complaint filed by respondent Luciano Ladano.
>
> **SO ORDERED**.[9]

Factual Antecedents

This case originated from a Complaint[10] filed by petitioner Luciano Ladano (Ladano) before the DARAB Provincial Adjudicator against respondents Felino Neri (Neri), Edwin Soto, Adan Espanola and Ernesto Blanco. Ladano alleged that on May 7, 2003, the respondents forcibly entered the two-hectare land, located in Manalite I, *Barangay* Sta. Cruz, Antipolo City, which he and his family have been peaceably occupying and cultivating since 1970. The said respondents informed him that the property belongs to Neri and that he should vacate the same immediately. Not too long afterwards, the respondents fenced the property and destroyed some of the trees and *kawayan* planted thereon. Ladano prayed that he be declared the rightful "occupant/tiller" of the property, with the right to security of tenure thereon. In the alternative that the judgment is in the respondents' favor, he prayed that the respondents compensate him for the improvements that he introduced in the property.

Respondents countered that Ladano's Complaint should be dismissed for lack of merit.[11] He is not entitled to the reliefs he sought because he does not have, as he did not even allege having, a leasehold arrangement with Neri, the supposed owner of the land he is occupying.[12]

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8 Id. at 183.
9 Id. at 166. Emphases in the original.
10 Records, pp. 1-4.
11 Id. at 68.
12 Id. at 70-71.

Instead of arguing that he has a right to remain on the property as its *bona fide* tenant, Ladano maintained that he has been its possessor in good faith for more than 30 years. He believed then that the property was part of the "public land and [was] open to anybody."[13] As a possessor and builder in good faith, he cannot be removed from the subject property without being compensated for the improvements that he had introduced.[14] He prayed for an award of ₱100,000.00 as disturbance compensation.[15]

Decision of the Provincial Adjudicator

On June 23, 2004, the Provincial Adjudicator dismissed Ladano's Complaint.[16] She determined that the two-hectare property, while agricultural, is not covered by RA No. 6657, as amended,[17] which only covers agricultural properties beyond five hectares.[18] Presidential Decree No. 27, as amended,[19] does not apply either because the property was not planted with rice and corn. Neither is it covered by other agrarian tenancy laws because Ladano had not presented any evidence of his tenancy relationship with the landowner.[20] The Provincial Adjudicator disposed of the case as follows:

> **WHEREFORE,** in view therefrom, **JUDGMENT** is hereby rendered **DISMISSING** the instant complaint for lack of merit.
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> SO ORDERED.[21]

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13 Id. at 78.
14 Id. at 78-79.
15 Id. at 77.
16 Id. at 82-86; penned by Provincial Adjudicator Rosalina Amonoy-Vergel De Dios.
17 COMPREHENSIVE AGRARIAN REFORM LAW OF 1998.
18 SEC. 6. *Retention Limits. – Except* as otherwise provided in this Act, no person may own or retain, directly or indirectly, any public or private agricultural land, the size of which shall vary according to factors governing a viable family-sized farm, such as commodity produced, terrain, infrastructure, and soil fertility as determined by the Presidential Agrarian Reform Council (PARC) created hereunder, but in no case shall retention by the landowner exceed five (5) hectares. x x x. (REPUBLIC ACT NO. 6657, As Amended)
19 DECREEING THE EMANCIPATION OF TENANTS FROM THE BONDAGE OF THE SOIL, TRANSFERRING TO THEM THE OWNERSHIP OF THE LAND THEY TILL AND PROVIDING THE INSTRUMENTS AND MECHANISM THEREFOR.
20 Records, pp. 83-84.
21 Id. at 82.

Ladano appealed to the DARAB Central Office (DARAB).[22] He questioned Neri's title to the property and Neri's right to eject him therefrom. He maintained that, for more than 30 years, he believed that the land was part of the public domain because no one disturbed his possession thereof. He continued cultivating and possessing the same in good faith. Under Article 1678 of the Civil Code,[23] Ladano averred that he is entitled to be compensated for the improvements that he introduced.[24]

DARAB Decision

The DARAB determined that the only issue to be resolved is whether Ladano is a tenant on the subject landholding.[25] If he is a tenant, he is entitled to security of tenure and cannot be removed from the property.[26]

The DARAB held that Ladano's 30-year occupation and cultivation of the land could not have possibly escaped the landowner's notice. Since the landowner must have known about, and acquiesced to, Ladano's actions, an implied tenancy is deemed to exist between them.[27] The landowner, who denied the existence of a tenancy relationship, has the burden of proving that the occupant of the land is a mere intruder thereon.[28] In the instant case, respondents failed to discharge such burden. The *fallo* of the DARAB Decision[29] reads:

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22 Id. at 87-88.

23 ARTICLE 1678. If the lessee makes, in good faith, useful improvements which are suitable to the use for which the lease is intended, without altering the form or substance of the property leased, the lessor upon the termination of the lease shall pay the lessee one-half of the value of the improvements at that time. Should the lessor refuse to reimburse said amount, the lessee may remove the improvements, even though the principal thing may suffer damage thereby. He shall not, however, cause any more impairment upon the property leased than is necessary.

With regard to ornamental expenses, the lessee shall not be entitled to any reimbursement, but he may remove the ornamental objects, provided no damage is caused to the principal thing, and the lessor does not choose to retain them by paying their value at the time the lease is extinguished.

24 Records, pp. 97-99.

25 Id. at 121.

26 Id. at 119-120.

27 Id. at 120.

28 Id. at 119.

29 Id. at 117-122; penned by Augusto P. Quijano, Assistant Secretary-Member and concurred in by Lorenzo R. Reyes, Assistant Secretary-Vice Chairman, Edgar A. Igano, Assistant Secretary-Member and Delfin B. Samson, Assistant Secretary-Member.

> **WHEREFORE**, premises considered, the Decision dated June 23, 2004 rendered by the Honorable Adjudicator a quo is hereby **REVERSED** and **SET ASIDE**. A **NEW JUDGMENT** is hereby rendered:
>
> 1. Declaring x x x Luciano Ladaño a bonafide tenant on the subject landholding;
>
> 2. Ordering [respondents] to respect [Ladano's] peaceful possession [of] the subject landholding;
>
> 3. Directing the Municipal Agrarian Reform Officer (MARO) of Brg. St[a]. Cruz, Antipolo City to assist the parties in the execution of an Agricultural Leasehold Contract in accordance with the provisions of Republic Act No. 3844, as amended.
>
> No pronouncement as to costs.
>
> **SO ORDERED**.[30]

Respondents filed a Motion for Reconsideration.[31] They assailed the DARAB's finding of a tenancy relationship as having no factual basis. Ladano himself never claimed sharing his harvests with, or paying rentals to, the landowner. Without such an arrangement, no tenancy relationship can exist between them[32] and Ladano cannot claim rights under the agrarian laws.[33]

The DARAB denied reconsideration on March 17, 2006.[34]

Respondents appealed to the appellate court.[35]

Ruling of the Court of Appeals

The appellate court reversed the DARAB Decision and dismissed Ladano's Complaint.[36]

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30 Id. at 118. Emphases in the original.
31 Id. at 126-129.
32 Id. at 127-128.
33 Id. at 127.
34 Id. at 169-170; penned by Augusto P. Quijano, Assistant Secretary-Vice Chairman and concurred in by Edgar A. Igano, Assistant Secretary-Member, Delfin B. Samson, Assistant Secretary-Member, and Patricia Rualo-Bello, Acting Assistant Secretary-Member.
35 CA *rollo*, pp. 5-20.
36 Id. at 159-167; penned by Associate Justice Vicente Q. Roxas and concurred in by Associate Justices Josefina Guevara-Salonga and Ramon R. Garcia.

Contrary to the DARAB's ruling, the CA held that the burden lies on the person who is asserting the existence of a tenancy relationship to prove that all the elements necessary for its existence are present. These requisites are: "(a) the parties [must be] landowner and tenant; (b) the subject matter is agricultural land; (c) there is consent by the landowner; (d) the purpose is agricultural production; (e) there is personal cultivation by the tenant; and (f) there is sharing of harvests between the [landowner and the tenant]."[37]

The CA concluded that there is no evidence supporting the DARAB's conclusion that a tenancy relationship exists between Ladano and Neri.[38] In fact, Ladano himself admitted that he entered and tilled the subject property without the knowledge and consent of the landowner. Such admission negates the requisites of consent and of an agreement to share harvests.[39]

The CA also faulted the DARAB for considering Ladano's lengthy occupation of the land as an indication of the existence of a leasehold relationship. A person's tillage of another's landholding, without anything else, will not raise the presumption of an agricultural tenancy.[40]

In seeking a reconsideration[41] of the CA Decision Ladano alleged, for the first time, that he indeed shared a portion of his harvest with the landowner's caretaker.[42] He prayed that the CA reverse itself and that the DARAB Decision be reinstated *in toto.*[43]

The CA denied[44] Ladano's motion, hence the latter filed this Petition.

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37 Id. at 164.
38 Id. at 166.
39 Id. at 164.
40 Id. at 163.
41 Id. at 170-177.
42 Id. at 172-173.
43 Id. at 176.
44 Id. at 183.

Proceedings before this Court

Petitioner filed a Motion for Urgent Issuance of [Temporary Restraining Order] TRO[45] before the Court. He alleged that, despite the pendency of his appeal, respondents bulldozed the subject land and destroyed petitioner's trees.[46] Since respondents did not deny petitioner's factual allegations,[47] the Court granted petitioner's motion and issued a TRO on February 18, 2009.[48] The TRO enjoined the respondents from immediately implementing the appellate court's Decision and removing petitioner from the subject property until further orders from the Court.[49]

On July 20, 2009, petitioner filed an Urgent Motion To Cite Private Respondents Felino Neri and Edwin Soto in Contempt of Court.[50] He alleged that these respondents defied the Court's TRO by bulldozing the subject property on July 10, 2009. He had the incident blottered with the Office of the *Barangay* Captain and with Precinct 2 of the Philippine National Police in Antipolo City.[51] He attached pictures of bulldozed earth to his motion.[52]

Respondents denied the allegations. They maintained that the pictures attached to petitioner's motion were taken way back in 2003 and were not truthful representations of the current state of the subject property.[53]

Issues

(1) Whether respondents are guilty of indirect contempt;

(2) Whether the CA erred in giving due course to respondents' appeal; and

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45 *Rollo*, pp. 184-187.
46 Id. at 185.
47 Id. at 195-197.
48 Id. at 199-203.
49 Id. at 201-203.
50 Id. at 226-230.
51 Id. at 231-232.
52 Id. at 233-234.
53 Id. at 243-247.

(3) Whether petitioner is an agricultural tenant on the subject property.

Our Ruling

Anent the issue of citing respondents in contempt of court

A charge for indirect contempt, such as disobedience to a court's lawful order,[54] is initiated either *motu proprio* by order of or a formal charge by the offended court, or by a verified petition with supporting particulars and certified true copies of documents or papers involved therein, and upon full compliance with the requirements for filing initiatory pleadings for civil actions in the court concerned.[55] It cannot be initiated by a mere motion,[56] such as the one that petitioner filed.

Further, petitioner failed to substantiate his allegation that respondents violated the TRO. The entries in the *barangay* and police blotters attached to his motion carry little weight or probative value as they are not conclusive evidence of

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54 RULES OF COURT, Rule 71, Sec. 3, provides:

SEC. 3. *Indirect contempt to be punished after charge and hearing.* – After a charge in writing has been filed, and an opportunity given to the respondent to comment thereon within such period as may be fixed by the court and to be heard by himself or counsel, a person guilty of any of the following acts may be punished for indirect contempt:

x x x x

(b) Disobedience of or resistance to a lawful writ, process, order, or judgment of a court, including the act of a person who, after being dispossessed or ejected from any real property by the judgment or process of any court of competent jurisdiction, enters or attempts or induces another to enter into or upon such real property, for the purpose of executing acts of ownership or possession, or in any manner disturbs the possession given to the person adjudged to be entitled thereto;

55 Id., id., SEC. 4. *How proceedings commenced.* – Proceedings for indirect contempt may be initiated *motu proprio* by the court against which the contempt was committed by an order or any other formal charge requiring the respondent to show cause why he should not be punished for contempt.

In all other cases, charges for indirect contempt shall be commenced by a verified petition with supporting particulars and certified true copies of documents or papers involved therein, and upon full compliance with the requirements for filing initiatory pleadings for civil actions in the court concerned. If the contempt charges arose out of or are related to a principal action pending in the court, the petition for contempt shall allege that fact but said petition shall be docketed, heard and decided separately, unless the court in its discretion orders the consolidation of the contempt charge and the principal action for joint hearing and decision. (n)

56 *Bases Conversion Development Authority v. Provincial Agrarian Reform Officer of Pampanga*, G.R. Nos. 155322-29, June 27, 2012; *Oliveros v. Sison*, A.M. No. RTJ-07-2050, June 27, 2007, 525 SCRA 795, 803.

the truth thereof but merely of the fact that these entries were made.[57] The pictures depicting bulldozing activities likewise contained no indication that they were taken after the Court's issuance of the restraining order. Simply, the Court has no way of gauging the veracity of petitioner's factual allegations. On the basis of the foregoing, the Court resolves to deny petitioner's motion.

Procedural aspects; improper verification and incomplete payment of docket fees before the CA

Petitioner assails the CA for giving due course to respondents' appeal despite the latter's failure to pay the complete docket fees when they filed their motion for extension of time to file a petition for review and to properly verify their petition for review. These omissions were allegedly sufficient grounds for the dismissal of the petition.[58]

The Court finds the allegations of procedural missteps unfounded. It appears from the CA *rollo* that the respondents paid the complete docket fees on the day that they filed their motion for extension of time to file a petition for review on March 28, 2006.[59] There was also a proper verification of the petition for review. Contrary to petitioner's allegation that the verification was based on "knowledge and belief,"[60] which is violative of Section 4, Rule 7 of the Rules of Court, the verification actually stated that it was based on "own personal knowledge,"[61] which complied with the requirements of the said provision.

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57 *Santiago v. Court of Appeals*, 356 Phil. 647, 667 (1998); *People v. Ledesma*, 320 Phil. 215, 221-222 (1995).
58 *Rollo*, pp. 128-129.
59 CA *rollo*, p. 1.
60 *Rollo*, p. 128.
61 CA *rollo*, pp. 18-19.

The CA Decision correctly ruled that there is no tenancy relationship between the parties

Ladano faults the CA for ruling that there was no tenancy relationship between himself and landowner Neri. He avers that they have an implied tenancy arrangement as shown by his delivery of the landowner's agricultural share to the latter's caretaker. Such actual sharing of harvest creates a tenancy relationship despite the absence of a written leasehold contract. The same has been pronounced in *Santos v. Vda. De Cerdenola*,[62] which states that an implied contract of tenancy is created if the landowner, represented by his overseer, permits the tilling of the land by another for a period of six (6) years.

The Court notes petitioner's sudden change of thesis in the case. He insisted in his Complaint and in the proceedings before the Provincial Adjudicator, as well as before the DARAB, that the property is a public land and that no one has ever claimed ownership over the same. He maintained that he was in good faith when he cultivated the land because he believed that the land does not belong to anyone. This contention is in stark contrast with his new assertion, raised for the first time in his Motion for Reconsideration before the CA, that he consistently paid rentals to the landowner's caretaker. The belatedness of the factual assertion raises doubts as to its truthfulness. Moreover, his bare assertion is bereft of evidentiary support. He did not name the alleged caretaker or the landowner for whom the caretaker was allegedly collecting rentals. He did not state the quantity of harvests collected as rental or the terms of payment. Given the belatedness[63] and flimsiness of petitioner's factual allegation, the CA cannot be faulted for not accepting it in its assailed Decision and Resolution.

"A tenancy relationship arises between a landholder and a tenant once they agree, expressly or impliedly, to undertake jointly the cultivation of a land

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62 115 Phil. 813, 819 (1962).

63 *Bernas v. Court of Appeals*, G.R. No. 85041, August 5, 1993, 225 SCRA 119, 129.

belonging to the landholder, as a result of which relationship the tenant acquires the right to continue working on and cultivating the land."[64] For a tenancy relationship, express or implied, to exist, the following requisites must be present: (1) the parties must be landowner and tenant or agricultural lessee; (2) the subject matter is agricultural land; (3) there is consent by the landowner; (4) the purpose is agricultural production; (5) there is personal cultivation by the tenant; and (6) there is sharing of harvests between the landowner and the tenant.[65] Independent and concrete evidence of the foregoing elements must be presented by the party asserting the existence of such a relationship.[66] They cannot be arrived at by mere conjectures or by presumptions.[67] "Unless 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."[68]

In the case at bar, the DARAB held that there is an implied tenancy because Ladano had been occupying and cultivating the subject property for more than 30 years. From such a lengthy occupation, the DARAB concluded that the landowner must have consented to petitioner's occupation.

The CA rightfully reversed this conclusion. The DARAB failed to consider that one's occupancy and cultivation of an agricultural land, no matter how long, will not *ipso facto* make him a *de jure* tenant.[69] It should not have considered such occupation as a basis for assuming the landowner's consent, especially when the occupant himself never alleged that he obtained the landowner's consent. Petitioner did not even allege in his Complaint that he is a

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64 *Landicho v. Sia*, G.R. No. 169472, January 20, 2009, 576 SCRA 602, 618-619.

65 *Rodriguez v. Salvador*, G.R. No. 171972, June 8, 2011, 651 SCRA 429, 437; *Estate of Pastor M. Samson v. Susano*, G.R. Nos. 179024 & 179086, May 30, 2011, 649 SCRA 345, 365; *Heirs of Jose Barredo v. Besañes*, supra note 3 at 723; *Adriano v. Tanco*, G.R. No. 168164, July 5, 2010, 623 SCRA 218, 228; *Soliman v. Pampanga Sugar Development Company (PASUDECO), Inc.*, G.R. No. 169589, June 16, 2009, 589 SCRA 236, 246.

66 *Rodriguez v. Salvador*, supra at 438; *Estate of Pastor M. Samson v. Susano*, supra at 367; *Heirs of Jose Barredo v. Besañes*, supra note 3 at 726.

67 *Heirs of Jose Barredo v. Besanes*, supra note 3.

68 *Heirs of Jose Barredo v. Besañes*, supra note 3; *Soliman v. Pampanga Sugar Development Company (PASUDECO), Inc.*, supra.

69 *Rodriguez v. Salvador*, supra at 439; *Estate of Pastor M. Samson v. Susano*, supra at 367; *Heirs of Jose Barredo v. Besañes*, supra note 3 at 726; *Adriano v. Tanco*, supra at 229; *Landicho v. Sia*, supra at 620.

tenant of the landowner. Neither did he allege that he shared his harvests with the landowner. Without such factual assertions from Ladano, the DARAB arrived at a conclusion that is utterly bereft of factual bases. Petitioner is not a tenant on the land and is not entitled to security of tenure nor to disturbance compensation. His Complaint was properly dismissed for lack of merit.

There is another ground for dismissing Ladano's Complaint. The Department of Agrarian Reform and its adjudication boards have no jurisdiction over Ladano's Complaint. "For the DARAB to acquire jurisdiction over the case, there must exist a tenancy [relationship] between the parties."[70] But a careful reading of Ladano's Complaint shows that Ladano did not claim to be a leasehold tenant on the land. The Complaint reads:

> COMES NOW, the Complainant, most respectfully avers and states:
>
> 1. That complainant is of legal age, a resident of Manalite I, Brgy. Sta. Cruz, Antipolo City; while respondent, Felino Neri is also of legal age, with principal office address at Uni Rock, Bagong Nayon I, Antipolo City; respondents Edwin Soto, Adan Española and Ernesto Blanco are likewise of legal age, with principal office at Uni Rock, Bagong Nayon I, Antipolo City, where they may be served with summons and other legal Board's processes;
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> 2. That complainant is an actual occupant/tiller in a parcel of land having an area of approximately two (2) hectare[s], more or less[,] located at Manalite I, Brgy. Sta. Cruz, Antipolo City since 1970 up to present, having introduced substantial improvements thereat;
>
> 3. That complainant and his family have been in peaceful possession and occupation, open, exclusive and uninterrupted from any claimants or intruders for several years, HOWEVER, on the 7th day of May 2003, respondents (Edwin Soto and Adan Espanola) upon strength [sic] instruction of respondent, Felino Neri, claiming ownership over the subject property, forcibly entered thereon and strongly threatened herein complainant and his family to vacate immediately thereat, otherwise, any members [sic] of the complainant [sic] might be killed;
>
> 4. That immediately thereafter, complainant sought the assistance of the DAR Municipal Office of Antipolo City, HOWEVER, pending mediation-conference proceedings, purposely to exhaust possible settlement, the RESPONDENTS on the 29th day of May 2003 at 9:00 in the morning, in a total wanton disregard of the complainant's rights, destroyed/cut down several guava trees and kawayans [sic], with force and threat, respondents constructed a fence

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70 *Spouses Atuel v. Spouses Valdez*, supra note 5.

> purposely to deprive herein complainant from ingress and egress on the subject property;
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> 5. That as a result, complainant and his family could hardly move freely, they are terribly and seriously disturbed from their peaceful and enjoyment [sic] possession causing so much irreparable damage and injury;
>
> 6. That for the protection of the complainant's existing rights, there is an extreme urgency to prevent herein respondents from further doing unlawful acts, hence compelled to file a case against the respondents for Injunction, Damages and Payment of the improvements before this Honorable Adjudicator[;]
>
> 7. That complainant is earnestly praying that he be exempted from paying the required docket fees in filing of the instant case due to financial difficulties as his means of livelihood is farming.
>
> WHEREFORE, premises considered, it is most respectfully prayed unto this Honorable Adjudicator, that judgment be rendered in favor of the complainant and against the respondents:
>
> 1. Declaring the complainant to be a bonafide occupant/tiller in the subject property and is entitled to [s]ecurity of [t]enure;
>
> 2. Ordering the respondents to respect the rights and interest of the complainant as a legitimate occupant/tiller thereat and to pay the improvements destroyed;
>
> 3. Or in the alternative, ordering the respondents to pay the complainant of all the improvements he introduced in the subject property.
>
> Other reliefs that are just and fair are likewise prayed for under the premises.
>
> Bagumbayan, Teresa, Rizal.
>
> LUCIANO LADANO
> Complainant[71]

Petitioner never alleged that he had any agreement with the landowner of the subject property. Indeed Ladano's Complaint did not assert any right that arises from agrarian laws. He asserted his rights based on his prior physical possession of the two-hectare property and on his cultivation of the same in good faith. The issues that he wanted resolved are who between himself and the respondents have a better right to possess the property, and whether he has a right to be compensated for the improvements he introduced on the property. Clearly, the nature of the

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[71] Records, pp. 1-4.

case he filed is one for forcible entry[72] and for indemnification,[73] neither of which is cognizable by the DARAB, but by the regular courts. While neither of the parties challenged the jurisdiction of the DARAB, the Court can consider the issue of jurisdiction *motu proprio*.[74]

WHEREFORE, premises considered, the Petition is **DENIED**. The Court **AFFIRMS** the dismissal of petitioner's Complaint in the assailed Decision of the Court of Appeals in CA-G.R. SP No. 93819. The Court further **DISSOLVES** the temporary restraining order it issued on February 18, 2009 against the respondents, and **DENIES** petitioner's Urgent Motion To Cite Private Respondents Felino Neri and Edwin Soto in Contempt of Court for lack of merit.

SO ORDERED.

MARIANO C. DEL CASTILLO
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

ARTURO D. BRION
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

Pagadora v. Ilao, G.R. No. 165769, December 12, 2011, 662 SCRA 14, 29-33.

CIVIL CODE, Article 448. The owner of the land on which anything has been built, sown or planted in good faith, shall have the right to appropriate as his own the works, sowing or planting, after payment of the indemnity provided for in Articles 546 and 548, or to oblige the one who built or planted to pay the price of the land, and the one who sowed, the proper rent. However, the builder or planter cannot be obliged to buy the land if its value is considerably more than that of the building or trees. In such case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof. (361a)

Spouses Atuel v. Spouses Valdez, supra note 5 at 641.

ESTELA M. PERLAS-BERNABE
Associate Justice

ATTESTATION

I attest 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.

ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

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.

MARIA LOURDES P. A. SERENO
Chief Justice