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SECOND DIVISION

[G.R. No. L-39181. June 27, 1985]

**DELFIN JASMIN,** *petitioner, vs.* **CAR JUDGE MIGUEL VALERA, and JUAN BADUA,** *respondents.*

SYLLABUS

**REMEDIAL LAW; COMPROMISE AND SETTLEMENT; COMPROMISE AGREEMENT; THE PARTIES MAY MAKE RECIPROCAL CONCESSIONS TO AVOID LITIGATION OR TO PUT AN END TO ONE ALREADY COMMENCED.**— The fact that there was a consideration for the surrender of the landholding does not necessarily make such surrender involuntary. Precisely, in a compromise, the parties make reciprocal concessions to avoid litigations or put an end to one already commenced. In the case at bar, the concession made by private respondent was to condone petitioner's indebtedness, consisting of his unpaid rentals, and to allow him to cultivate the land in the next crop year and appropriate the produce thereof. In exchange for such concession, petitioner agreed to the voluntary surrender of the landholding, an act which, as already pointed out, is well within the agricultural lessee's rights under Section 28 of the Code of Agrarian Reforms.

APPEARANCES OF COUNSEL

*Alejandro C. Silapin* for petitioner.

*Nora G. Nostratis and Wilhelmina T. Melanio* for respondent Judge.

*Ernesto Salunat* for respondent J. Badua.

D E C I S I O N

**ESCOLIN, *J.*:**

Sought to be set aside in this petition for *certiorari* and prohibition is the compromise agreement dated February 20, 1973, entered into by and between tenant-lessee, petitioner Delfin

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Jasmin, and his landlord Juan Badua, on the basis whereof a judgment was entered in CAR Case No. 236 NV-'71 of the Court of Agrarian Relations of Bayombong, Nueva Vizcaya.

The facts are undisputed. In 1963, petitioner Delfin Jasmin was installed tenant-lessee of the nine-hectare land of respondent Juan Badua, situated in Bintawan, Nueva Vizcaya, 5 hectares of which were devoted to rice, and the remaining 4 hectares, to corn. The stipulated yearly rental was 90 cavans of palay for the riceland and 20 sacks of husked corn for the cornland.

On December 17, 1971, Badua instituted CAR Case No. 236 NV-'71, for ejectment of petitioner from the landholding on the following grounds: [1] sub-leasing of the subject land to different persons without Badua's knowledge and permission, i.e., to Gregorio Jasmin in 1967, Delfin Beltran in 1966 to 1968, and to Momoy de los Santos in 1968 to 1969; [2] non-payment of rentals, and [3] planting of bananas on portions of the riceland without Badua's previous knowledge and permission.

In due course the issues were joined. At the pre-trial, the parties, assisted by their respective attorneys, submitted to the Court the compromise agreement now sought to be annulled, which reads as follows:

"1. That the respondent, Delfin Jasmin, hereby agree (sic) to voluntary surrender the landholding under the following terms and conditions:

a] That he will cultivate the landholding for the main crop only and that he will get all the produce of the said crop as a consideration;

b] That petitioner, Juan Badua, agree to the conditions set forth and foregoes the indebtedness of the respondent Delfin Jasmin;

c] That the parties hereby agree to be bound by the Agreement therein stated."

Finding said agreement not contrary to law, morals or public policy, respondent Judge Miguel Valera approved the same and, on the basis thereof, rendered a decision dated March 29, 1973.[1]

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[1] Annex "C", p. 11, *rollo*.

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On December 13, 1973, private respondent Badua filed a motion for execution of the said decision and for the citation of petitioner Jasmin for contempt for refusing to vacate and surrender the landholding in question.[2] Resolution of this motion was held in abeyance to give petitioner Jasmin the chance to comply with the March 29, 1973 decision.[3]

On February 6, 1974, upon manifestation of respondent Badua that petitioner Jasmin was still in possession of the land and refusing to give up the same, the court commissioner issued an order directing the provincial commander of Nueva Vizcaya to take the necessary action to insure full compliance by petitioner Jasmin of the March 29, 1973 decision.[4] This order was enforced on February 8, 1974 when petitioner Jasmin was taken into custody and detained in the P.C. barracks until February 15, 1974 when respondent judge issued an order directing his immediate release.

On February 23, 1974, Judge Valera issued a resolution denying the motion for execution and ordering the maintenance of petitioner Jasmin as lessee of the landholding.

On motion for reconsideration of private respondent Badua, however, respondent judge issued another order dated May 8, 1974 reversing the resolution of February 23, 1974 and ordering petitioner to vacate said landholding immediately. Petitioner sought reconsideration of this resolution but to no avail. Hence, this petition.

One of the basic rights guaranteed an agricultural lessee is the right to security of tenure. Thus, under Section 36 of Republic Act No. 6389, otherwise known as the Code of Agrarian Reforms, "notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of the landholding, except when his dispossession has been authorized by the Court in a judgment

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[2] Annex "2", p. 54, *rollo*.

[3] Annex "3", p. 55, *rollo*.

[4] Annex "D", p. 12, *rollo*.

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that is final and executory if after due hearing it is shown that" any of the seven just causes listed thereunder for the ejectment of the lessee exists. On the other hand, extra-judicial severance of the leasehold relationship by the agricultural lessee is allowed by law under any of the causes enumerated in Section 28 of the same Code, to wit:

"1) Cruel, inhuman or offensive treatment of the agricultural lessee or any member of his immediate farm household by the agricultural lessor or his representative with the knowledge and consent of the lessor;

"2) Non-compliance on the part of the agricultural lessor with any of the obligations imposed upon him by the provisions of this Code or by his contract with the agricultural lessee;

"3) Compulsion of the agricultural lessee or any member of his immediate farm household by the agricultural lessor to do any work or tender any service not in any way connected with farm work or even without compulsion if no compensation is paid;

"4) Commission of a crime by the agricultural lessor or his representative against the agricultural lessee or any member of his immediate farm household; or

"5) Voluntary surrender due to circumstances more advantageous to him and his family."

Under the compromise agreement entered into by the parties, petitioner agreed to voluntarily surrender his landholding in consideration of getting the next main crop harvest as well as the condonation by the landowner of all his back rentals. He now, however, assails this agreement on the ground that the same contemplates a future surrender of his landholding which is violative of Section 36 of R.A. 6389. Petitioner further claims that the agreement was deceptively 'bought' and, therefore, involuntarily entered into.

Contrary to petitioner's assessment of the above-quoted agreement, the surrender made by him cannot be categorized as a future one as would violate the provisions of Section 36 of R.A. No. 6389. Had it not been for the fact that part of the consideration for his surrender was the harvest of the main

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crop, he would have been forthwith dispossessed of the disputed landholding. The reason he was allowed to remain in possession of the farm was precisely because the terms and conditions of the agreement necessitated his cultivation thereof so that he could get the produce and thus satisfy the obligation of the owner under the compromise agreement. His continued possession of the landholding, therefore, emanates not from the right of tenure of an agricultural lessee, but from his right as a judgment creditor. Thus, his cultivation of the landholding and appropriation of the harvest as stipulated in the compromise agreement is in essence an execution of the judgment based on said agreement.

Anent the second ground relied upon by petitioner, the fact that there was a consideration for the surrender of the landholding does not necessarily make such surrender involuntary. Precisely, in a compromise, the parties make reciprocal concessions to avoid litigations or put an end to one already commenced.[5] In the case at bar, the concession made by private respondent was to condone petitioner's indebtedness, consisting of his unpaid rentals, and to allow him to cultivate the land in the next crop year and appropriate the produce thereof. In exchange for such concession, petitioner agreed to the voluntary surrender of the landholding, an act which, as already pointed out, is well within the agricultural lessee's rights under Section 28 of the Code of Agrarian Reforms.

It must likewise be remembered that the compromise agreement sought to be annulled came about in the course of the ejectment proceedings instituted by private respondent against petitioner. If petitioner, at that time, believed that Badua did not have any valid cause for his ejectment, he would have stood his ground and resisted the owner's efforts to eject him from the landholding. But petitioner decided that, by voluntarily surrendering the landholding in question, he would save himself not only the expenses of litigation, but more importantly, the obligation to pay the owner all the back rentals owing the latter, in addition to the consideration he stood to gain from the compromise agreement. It was, to his mind, more advantageous to surrender

[5] Article 2028, Civil Code of the Philippines.

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**SO ORDERED.**

*Makasiar (Chairman), Concepcion Jr., Abad Santos,* and *Escolin, JJ.*, concur.

*Aquino, J.*, This decision concludes this 26-year old litigation. By means of dilatory tactics, private respondents thwarted execution for a long time. Respondent Mercy de Vera died in 1980.

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**FIRST DIVISION**

[G.R. No. L-44051. June 27, 1985]

**EUFRACIA *VDA. DE* CRISOLOGO, EUSTAQUIO, VICENTE, ESTELA, CAMILA, MAXIMO, LITO, FELIX, ROMAN, CRISTINA and REY, all surnamed RAMIREZ, TRIUNFO, RUPERTA and CARMEN, all surnamed PASSILAN, and DOMINGO ROQUE, QUIRINO, MANUELA and ANITA, all surnamed LABOG,** *petitioners, vs.* **THE COURT OF APPEALS, HON. ANDRES PLAN and BERNARDO MALLILLIN,** *respondents.*

**SYLLABUS**

**1. REMEDIAL LAW; CIVIL PROCEDURE; APPEAL; MAY BE DISMISSED DUE TO LATE FILING OF THE RECORD ON APPEAL AND APPEAL BOND; CASE AT BAR.**— With regard to the first issue, we hold that the trial court acted correctly in dismissing the appeal on the ground that the record on appeal was filed out of time. The records bear out the fact that the petitioners filed their record on appeal nineteen days after the last day to perfect the appeal. Moreover, it did not