

SECOND DIVISION

[G.R. No. 184966, May 30, 2011]

HEIRS OF FELICIDAD VDA. DE DELA CRUZ NAMELY: VIOLETA DEL ROSARIO, EMILIANA GARCIA SECRETARIO, AND GRACE FERNANDEZ, PETITIONERS, VS. HEIRS OF PEDRO T. FAJARDO, RESPONDENTS.

RESOLUTION

The Case

This is a petition^[1] for review on certiorari under Rule 45 of the Rules of Court. The petition challenges the 29 August 2008 Decision^[2] and 16 October 2008 Resolution^[3] of the Court of Appeals in CA-G.R. SP No. 95554. The Court of Appeals affirmed the 1 March 2006 Decision^[4] and 28 June 2006 Resolution^[5] of the Department of Agrarian Reform Adjudication Board (DARAB) in DARAB Case No. 10659. The DARAB affirmed the 29 December 2000 Decision^[6] of the Provincial Agrarian Reform Adjudicator (PARAD) in DARAB Case No. 05261 `SNE' 00.

The Facts

Joaquin Garces (Garces) owned two parcels of land in Barangay Pambuan, Gapan, Nueva Ecija. The properties were covered by Transfer Certificate of Title Nos. NT-22566 and NT-7737-A and tenanted by Cervando Garcia (Garcia), Pedro Fajardo (Fajardo), and Felicidad Vda. de Dela Cruz (Vda. de Dela Cruz).

Pursuant to Presidential Decree No. 27, the Department of Agrarian Reform identified Garcia, Fajardo and Vda. de Dela Cruz as qualified tenant-farmers. On 5 April 1999, the heirs of Garces filed with the Regional Trial Court (RTC), Judicial Region 3, Branch 23, Cabanatuan City, acting as special agrarian court, a petition for judicial determination of just compensation and payment of lease against Garcia, Fajardo and Vda. de Dela Cruz.

On 28 March 2000, during the pre-trial, the heirs of Garces entered into a compromise agreement with Garcia, Fajardo and Vda. de Dela Cruz. In its 28 August 2000 Decision,^[7] the RTC approved the compromise agreement. The dispositive portion of the Decision states:

WHEREFORE, premises considered, finding these "Transfers under PD No. 27" not contrary to law, morals, public order or policy and, further, the same having the approval of the defendant Land Bank and the defendant DAR, the foregoing compromise agreement, otherwise called "Deed of Transfer under P.D. No. 27," are hereby APPROVED, and judgment is hereby rendered in accordance with the terms and conditions thereof.

The parties are hereby enjoined to comply strictly and in good faith with

all the terms set forth in the aforesaid "Compromise Agreement."

SO ORDERED.^[8]

Pursuant to the compromise agreement, Garcia, Fajardo and Vda. de Dela Cruz were issued their corresponding certificates of land transfer and emancipation patents. The 28 August 2000 Decision became final and executory.

Vda. de Dela Cruz filed with the PARAD a petition for cancellation of Emancipation Patent No. A-051521-H issued to Fajardo. Vda. de Dela Cruz alleged that she, not Fajardo, was the actual tenant and possessor of the 619-square meter parcel of land covered by the emancipation patent.

The PARAD's Ruling

In his 29 December 2000 Decision, the PARAD dismissed the petition for cancellation of emancipation patent because Vda. de Dela Cruz failed to adduce substantial evidence. The PARAD held that:

In view of these, the questioned emancipation patent was regularly been [sic] issued under the disputable presumption that official duty has been regularly performed by the employees/officials of the Department of Agrarian Reform as the same was made an integral part of the Deed of Transfer under PD 27 dated March 28, 2000 in favor of private respondent. The claim of the petitioner that the questioned emancipation patent has been erroneously issued in the name of the private respondent miserably failed to impress this Board. The burden of proof to show that the questioned emancipation patent was erroneously issued in the private respondent [sic] is on the petitioner. Absent convincing evidence to the contrary, the presumption of regularity in the performance of official functions has to be upheld. (People vs. Lapura, 255 SCRA 85) Although it is admitted that the questioned emancipation patent is covered by the homelot [sic] of the petitioner where her house is erected, the same was not meant that [sic] the said EP was erroneously issued in the name of the private respondent. This Board sees no errors whatsoever in the issuance of the said patent for the subject lot is indeed meant for the private respondent as the same was transferred by the former landowner, Joaquin Garces in his favor with the intervention of the DAR and LBP, which transfer was duly approved by a regular court. While it is true that private respondent has other lands (in the minimum ceiling required by law) including a homelot covered under OLT, herein petitioner also has other lands, which should also include her homelot. Hence, what should be enforced was the one that was given or allocated by the landowner to the petitioner, which is the area containing 2.100 has., as the 0.619 ha. is excluded from the said area. The 0.619 ha. is within the coverage of 2.0964 has., which is therefore indeed part and parcel of the land of the private respondent. Petitioner is estopped to state that she is entitled for an additional area of 0.619 ha. as the same was excluded or was never stated in her Deed of Transfer under PD 27.^[9]

Vda. de Dela Cruz appealed to the DARAB.

The DARAB's Ruling

In its 1 March 2006 Decision, the DARAB affirmed the PARAD's 29 December 2000 Decision. The DARAB held that:

At the outset, it must be stressed that before an Emancipation Patent is issued to a farmer-beneficiary, procedures such as surveys, inspection, investigation, evaluation and endorsements are conducted (*15 September 1976 Memorandum*). Only after this rigorous and exhaustive procedure will the Department of Agrarian Reform issue Emancipation Patents. Strong evidence is necessary in order to claim that these procedures have not been complied with. As held in the case of *Tatad vs. Garcia*, government officials are presumed to perform their functions with regularity and strong evidence is necessary to rebut this presumption. Petitioner did not present strong evidence to rebut such presumption, the EP issued in favor of respondent Fajardo is presumed to have been issued validly and with regularity.

Moreover, an Emancipation Patent holder acquires the vested right of absolute ownership in the landholding -- a right which has become fixed and established and is no longer open to doubt or controversy. Thus, respondent Fajardo, being an emancipation patent holder, has absolute ownership over the subject landholding.

Finally, well-entrenched is the rule that an EP is a title that has the force and effect of a Torrens Title, and as such it is irrevocable and indefeasible, and the duty of the DAR and its instrumentalities like the court, is to see to it that this title is maintained and respected unless challenged in a direct proceeding. Needless to state, a certificate of title serves as evidence of an indefeasible title to the property in favor of the person whose name appears therein. After the expiration of the one-year period from the issuance of the decree of registration upon which it is based, it becomes incontrovertible.^[10]

Vda. de Dela Cruz filed a motion for reconsideration. In its 28 June 2006 Resolution, the DARAB denied the motion. Vda. de Dela Cruz appealed to the Court of Appeals.

The Court of Appeals' Ruling

In its 29 August 2008 Decision, the Court of Appeals affirmed the DARAB's 1 March 2006 Decision. The Court of Appeals held that:

The Court notes that the subject matter of the Compromise Agreement between Joaquin Garces and private respondent set forth in the Decision in said Agrarian Case No. 132 (AF) specifically mentions 0.619 has. as one of the parcels of land transferred to private respondent. This was relied upon by PARAD when he ruled that --

"After a careful perusal of the aforementioned Decision particularly the Deeds of Transfer under PD 27 entered into and executed by the petitioner and private respondent, it revealed that the lots allocated to the private respondent consist of 0.4163 ha. and 0.619 or 2.0964 has. While to the