

FIRST DIVISION

[G.R. No. 148190, August 17, 2004]

JESSIE DELA CRUZ, PETITIONER, VS. PEOPLE OF THE PHILIPPINES AND THE COURT OF APPEALS, RESPONDENTS.

DECISION

QUISUMBING, J.:

In its September 10, 1998, Decision^[1] in Criminal Case No. Br. 19-1134, the Regional Trial Court (RTC) of Cauayan, Isabela, Branch 19, adjudged petitioner Jessie dela Cruz and her co-accused Oscar Galvizo^[2] guilty of violating Presidential Decree No. 583,^[3] as amended. The judgment sentencing them to imprisonment of eight (8) years and one (1) day as minimum to ten (10) years of *prision mayor* as maximum was affirmed on August 7, 2000, by the Court of Appeals in CA-G.R. CR No. 22637. Petitioner now seeks the reversal of the Court of Appeals' Decision,^[4] as well as the Resolution denying the motion for reconsideration.

The factual antecedents of this case, as summarized by the Court of Appeals, are as follows:

Claro Ignacio was the owner of a parcel of irrigated riceland with an area of around three hectares situated in *Barangay* Buyon, San Mateo, Isabela. On June 6, 1976, Ignacio entered into a leasehold contract over the land with Valentin^[5] Sarmiento. As lessee, Valentin bound himself to pay Claro 45 cavans of palay every cropping. Valentin's only son, Julian "Bugtong" Sarmiento, assisted him in tilling the land.

Upon Valentin's death in 1981, Julian Sarmiento succeeded to the leasehold. Meanwhile, Claro migrated to the U.S.A. and his daughter, herein petitioner Jessie dela Cruz, continued collecting rent from Sarmiento until 1991, when dela Cruz refused to accept any more rent.

On May 28, 1996, one Norberto de Guzman informed Sarmiento that someone had entered his land. Sarmiento went to the farm, saw and heard petitioner and Oscar Galvizo giving instructions to some laborers who were armed with bolos locally known as "*tabas*." Sarmiento reported the incident to *Barangay* Captain Charlie Bartolome, who with other *barangay* officials, proceeded to the farm the next day. Sarmiento was then advised to report the matter to higher authorities.

On May 31, 1996, Sarmiento filed Criminal Case No. 5664 with the Municipal Trial Court of San Mateo, Isabela, charging petitioner and a "John Doe" with violation of P.D. No. 583.

On June 3, 1996, Sarmiento also filed a **Complaint** with the Department of Agrarian Reform Adjudication Board (DARAB) against petitioner to restrain her from

disturbing his possession of the subject property. The administrative case was docketed as DARAB Case No. II-571-ISA '96.^[6]

Petitioner, for her part, filed with the RTC of Cauayan, Isabela, on June 4, 1996, a case against Sarmiento for declaratory relief, recovery of possession, collection of rentals, irrigation fees, damages, and injunction with prayer for temporary restraining order, docketed as Special Civil Case No. Br. 20-66. At the pre-trial conference in the said civil suit, the parties made the following stipulation of facts:

- a) That the father of the defendant Vicente Sarmiento was a tenant of the land in question with an area of 3.5 hectares until his death;
- b) That after the death of Vicente Sarmiento, the defendant Julian Sarmiento cultivated the land in question;
- c) That defendant delivered the owner's share but the plaintiffs refused to receive so defendant deposited the money with the bank. Through counsel, plaintiffs withdrew the P91,000.00.^[7]

On June 28, 1996, the criminal complaint before the MTC was dismissed as it had no jurisdiction. Sarmiento subsequently filed before the RTC, a new case for violation of the same P.D. No. 583, this time including Oscar Galvizo as another accused. The indictment in said case, docketed as Criminal Case No. 19-1134, reads:

That on or about the 28th day of May 1996, in the municipality of San Mateo, province of Isabela, Philippines, and within the jurisdiction of this Honorable Court, the accused Jessie dela Cruz, representing Claro Ignacio who is the landlord of tenant/farmer Julian Sarmiento, together with Oscar Galvi[z]o and several Does, whose identification are still to be determined, conspiring, confederating together and helping one another, by means of force, scheme, strategy and intimidation, did then and there, willfully, unlawfully and feloniously eject, exclude, remove and oust and cause the ouster, exclusion, removal and ejection of the said tenant/farmer, Julian Sarmiento from his landholding over a parcel of land containing an area of 30,000.00 square meters and belonging to the said Claro Ignacio situated at Brgy. Buyon, in said municipality, to the damage and prejudice of the said Julian Sarmiento.

CONTRARY TO LAW.^[8]

When arraigned, petitioner and Galvizo, assisted by counsel de parte, pleaded not guilty to the charge.

At the trial, Sarmiento's testimony on the alleged entry made by petitioner into the subject property was corroborated by Modesto Agpaoa, a former *barangay kagawad* of Tandul, Cabatuan, Isabela, and Rey Galindez, son-in-law of Sarmiento.

In her defense, petitioner averred that despite repeated demands, from April 1992 to 1996, Sarmiento continuously failed to pay his lease rentals for about nine croppings. Petitioner's lawyer sent him a demand letter, but got no reply. She went to his home, but he would not face her. Eventually, Sarmiento verbally agreed that if he again does not pay the rent due on April 1996, she would repossess the land.

Since Sarmiento made no payments from May 1996 to date, she took over the land. She admitted being at the farm on May 28, 1996, to supervise her farm helpers and laborers, but denied employing force, intimidation and coercion to eject Sarmiento. According to her, Sarmiento was even there on June 2 or 3, 1996, watching her laborers planting, but nary a protest came from him.

For his part, petitioner's co-accused, Galvizo, declared that dela Cruz did inform him that the land was contested because Sarmiento had not paid rent. Galvizo said that sometime in May 1996 at about 8:30 a.m., he visited dela Cruz at her residence in Tandul, Cabatuan, Isabela. On dela Cruz's invitation, they went to the farm, which at that time was being tilled by her farm helpers. He left after three hours.

On September 10, 1998, the RTC adjudged petitioner and Galvizo guilty of unlawfully dispossessing Sarmiento of the land. The trial court ruled:

WHEREFORE, in view of the foregoing considerations and finding both accused guilty beyond reasonable doubt of the crime charged in the information, judgment is hereby rendered sentencing them to suffer an imprisonment of eight (8) years and one (1) day as minimum to ten (10) years of *prision mayor* as maximum, and further ordering them, jointly and severally, to vacate the land in question and to deliver the possession thereof to Julian alias Bugtong Sarmiento.

Costs against the accused.

SO ORDERED.^[9]

Aggrieved, petitioner and Galvizo filed an appeal, docketed as CA-G.R. CR No. 22637, with the Court of Appeals.

On August 7, 2000, the appellate court upheld the trial court's judgment *in toto*.^[10] The motion for reconsideration having been denied in the appellate court's **Resolution** of May 28, 2001,^[11] petitioner filed the instant appeal based on the following assigned errors:

I.

RESPONDENT COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION IN RULING THAT PETITIONER JESSIE DELA CRUZ IS GUILTY OF VIOLATION OF SECTION 4 OF P.D. no. 583 as amended by P.D. NO. 815, IN THE ABSENCE OF PROOF BEYOND REASONABLE DOUBT;

II.

RESPONDENT COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION IN RULING THAT THERE WAS CONSPIRACY UNDER THE PREMISES;

III.

ASSUMING *ARGUENDO* THAT PETITIONER IS GUILTY OF THE OFFENSE

CHARGED, RESPONDENT COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION IN IMPOSING THE PENALTY OF EIGHT (8) YEARS AND ONE (1) DAY AS MINIMUM TO TEN (10) YEARS OF *PRISION MAYOR* AS MAXIMUM DESPITE THE ABSENCE OF ANY AGGRAVATING CIRCUMSTANCE.^[12]

The issues for our resolution are (1) the sufficiency of the evidence to prove petitioner's guilt with moral certainty; (2) the sufficiency of proof to establish conspiracy between petitioner and Galvizo; and (3) the correctness of the penalty.

On the issue of sufficiency of evidence, petitioner contends that the appellate court erred in finding her guilty of the crime charged considering that the element of stealth, threat or intimidation was not proven. Petitioner also maintains that she is not guilty of unlawfully dispossessing Sarmiento of the land because the oral agreement between the two of them authorized her to recover possession of the land if Sarmiento continues to fail to pay rent.

For the respondent, the Office of the Solicitor General (OSG) counters that Sarmiento as a tenant-farmer is entitled to security of tenure under Section 7^[13] of Republic Act No. 3844.^[14] According to the OSG, petitioner breached Sarmiento's legal rights when she ejected him from the land. The OSG asks this Court to affirm *in toto* the assailed decision of the Court of Appeals.^[15]

We sustain the conviction.

By express provision of Rep. Act No. 3844, the law governing leasehold relations, the leasehold relation between the original agricultural tenant, Valentin Sarmiento, and the agricultural lessor, Claro Ignacio, did not cease to exist when Valentin died. Section 9^[16] of this law substituted into the leasehold relation Julian Sarmiento, the only direct descendant capable of personally cultivating the land. As tenant, Julian Sarmiento had the right to security of tenure under Section 7.^[17] This right entitled him to continue working on his landholding until the leasehold relation is terminated or until his eviction is authorized by the DARAB in a judgment that is final and executory. Only in the instances stated in Section 8^[18] and 28^[19] of the law and Article 1275^[20] of the New Civil Code (merger of the character of the lessor and the lessee) can the leasehold relation be terminated, and only through a final and executory order of the DARAB authorizing dispossession on the grounds specified under Section 36^[21] may the lessor eject the tenant.

Petitioner has failed to prove adequately any ground for which the leasehold relation can be terminated. That Julian Sarmiento immediately reported to *barangay* officials petitioner's intrusion into his landholding, charged petitioner with violation of P.D. No. 583 only three days after the intrusion, and commenced a forcible entry case in the DARAB three days after filing the charge negates petitioner's claim of voluntary surrender. Thus, by admittedly re-possessing the land on May 28, 1996, without a final and executory judgment from the DARAB authorizing the dispossession,^[22] during the existence of the leasehold relation, petitioner violated Julian Sarmiento's right to security of tenure. She is liable under Section 4, P.D. No. 583, which provides,

SEC. 4. Subject to the studies on zoning of the Human Settlements Commission and unless previously authorized by the Secretary of Agrarian Reform, any landowner, landholder, agricultural-lessor or anybody acting for and in their behalf, who converts his tenanted land primarily devoted to rice and corn into any non-agricultural use or to the production of any other crop as a means to avoid the application of the land reform laws or decrees to his landholdings and to dispossess his tenant-farmers of the land tilled by them shall, upon conviction, suffer the penalty of *prision mayor* or a fine ranging from P5,000.00 to P10,000.00, or both, at the discretion of the court.

The same penalty shall be imposed on a *landowner*, landholder, agricultural-lessor, or anybody acting for and in their behalf, who by any other act, scheme or strategy shall eject, exclude, remove or oust and/or cause the ouster, exclusion, removal or ejectment of a tenant-farmer from his farmholding in contravention of decrees, laws, and other orders on land reform.^[23]

The alleged oral agreement between petitioner and Sarmiento, even if it were proven, cannot justify petitioner's action. Not only is an agreement limiting the period of tenancy prejudicial to the tenant's right to security of tenure, and therefore expressly prohibited by Section 16^[24] of Rep. Act No. 3844, Section 31^[25] in relation to Section 36 also makes unlawful any act of dispossession based on those agreements. As we held in *Datu v. Hon. Cabañgon*,^[26] Section 49 of the Agricultural Tenancy Act,^[27] from which the present provisions of Section 36 of Rep. Act No. 3844 were taken, does not allow the parties to stipulate at what future time the tenant will leave or surrender the landholding he cultivates.

That the tenant, Julian Sarmiento, has not been paying rentals for nine croppings also does not exonerate petitioner, contrary to her contentions. Nonpayment of rentals only entitles a lessor to seek a judgment of eviction against the tenant. Before dispossession based on nonpayment of rentals can be validly made, it is essential that (1) the fact of nonpayment be first established after hearing, and that (2) the judgment authorizing dispossession under that ground has become final and executory.^[28] The tenant's failure to pay rentals does not, of itself, give the lessor any right to eject the tenant upon the lessor's own volition as it is clear from Sections 31 and 36, the idea being to give to tenants some security of tenure of their landholding so that they may enjoy the same peacefully for their benefit and that of their family. The language of the provisions of Sections 31 and 36 is definite and unmistakable as to the spirit, intent and purpose of the lawmakers that under no circumstance may a tenant or lessee be deprived or dispossessed of his landholding without a final and executory judgment of ejectment rendered after proper hearing where, understandably, the tenant or lessee has been given an opportunity to be heard.^[29]

Further, use of violence, threat, force, or intimidation is not an element of the crime, contrary to petitioner's contention. Section 4 of P.D. No. 583, penalizes any unlawful ouster of a tenant-farmer by any act, scheme or strategy in contravention of decrees, laws, and other orders on land reform. Hence, it is sufficient for conviction if the prosecution establishes, as it has in this case (1) the existence of a leasehold relationship; (2) the fact of dispossession of the tenant by the landowner,