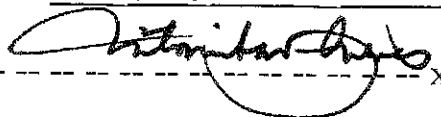


EN BANC

G.R. No. 236173 – (*Heirs of Nicanor Garcia, represented by Spouses Josefina Garcia-Doblada and Jose V. Doblada, petitioners vs. Spouses Dominador J. Burgos and Primitiva I. Burgos, Spouses Filip Gerard V. Burgos and Marites A. Burgos, and Ester Gabriel Dominguez, respondents*).

Promulgated:

April 11, 2023



X

Separate Concurring Opinion

GESMUNDO, C.J.:

I write to respectfully share my views on whether the Court should reinstate the complaint of the Heirs of Nicanor Garcia (*petitioners*) and direct the trial court to continue with the proceedings in Civil Case No. 325-M-2016.

This case traces its roots to a Complaint for Reconveyance of Ownership, Possession and Property, Breach of Agreement/Undertaking, Cancellation of Titles, Nullity of Deeds of Sale, and Damages filed by petitioners against Spouses Dominador J. Burgos (*Dominador*) and Primitiva I. Burgos, Spouses Filip Gerard V. Burgos (*Filip*) and Marites A. Burgos, and Ester Gabriel Dominguez (*Ester*) (collectively referred to as *respondents*) over certain lots, which were portions of a parcel of land with an area of 8,115 square meters (*sq. m.*) located in Barangay Daungan, Guiguinto, Bulacan belonging to Fermina Francia (*Fermina*).¹

Per the Court's March 4, 2020 Decision,² petitioners alleged in their complaint that sometime in June 1980, Fermina designated Nicanor Garcia (*Nicanor*) as the legal transferee or legitimate tenant (*kasama*) to possess, own, and cultivate the 8,115 sq. m. parcel of land. Dominador was one of Nicanor's agricultural workers.³ The complaint further alleged that Nicanor had been in actual possession of the land and had purportedly cultivated the same from 1980 until his death on June 23, 2010. Supposedly, Nicanor

¹ Ponencia, p. 1.

² *Heirs of Nicanor Garcia v. Burgos*, G.R. No. 236173, March 4, 2020, 934 SCRA 479.

³ *Id.*



shouldered all expenses in farming the land. In turn, Dominador would give the harvest from the land to Nicanor and his wife.⁴

In a Deed of Absolute Sale dated February 8, 1999, Fermina transferred a portion of the land with an area of 2,705 sq. m. to Dominador.⁵ Later, Dominador divided the land sold to him into smaller lots and disposed of some of them. As a result, separate transfer certificates of title (*TCTs*) were issued in the names of Dominador, Ester, and Filip over these lots.⁶ Petitioners filed a complaint seeking the reconveyance of these parcels of land back to them.⁷

In its Orders dated June 7, 2017 and November 23, 2017⁸ (*RTC Orders*), the Regional Trial Court of Malolos, Bulacan, Branch 7 (*RTC*) dismissed the complaint without trial on the ground of lack of cause of action, lack of personality on the part of petitioners to sue, and prescription.⁹

On direct appeal under Rule 45 of the Rules of Court assailing the *RTC Orders*, the Court denied petitioners' appeal and subsequent motion for reconsideration in its March 4, 2020 Decision and November 23, 2020 Resolution, respectively.¹⁰

Petitioners then filed the instant Second Motion for Reconsideration with Leave of *En Banc*.¹¹

The *ponencia* granted the second motion for reconsideration. It declared that, while the general rule is that second and subsequent motions for reconsideration are prohibited, the Court *en banc*, by exception and at its discretion, may entertain a second motion for reconsideration "in the higher interest of justice." It observed that upholding the *RTC Orders* would deprive petitioners of the basic opportunity to prove their claim over the disputed portions of land.¹²

In sustaining the second motion for reconsideration, the *ponencia* essentially maintained that the *RTC's* finding – that petitioners' cause of action has prescribed because more than ten (10) years have passed from the issuance of the *TCTs* over the subject lots when the complaint was filed – is

⁴ *Id.*

⁵ *Id.*

⁶ *Id.*

⁷ *Ponencia*, pp. 2-3.

⁸ *Heirs of Nicanor Garcia v. Burgos*, *supra* at 485-486.

⁹ *Id.*

¹⁰ *Ponencia*, p. 5.

¹¹ *Id.* at 1.

¹² *Id.* at 5-7.

misplaced. The *ponencia* held that “[a]n action for reconveyance based on the agricultural lessee’s right of redemption prescribes after 180 days from written notice of the sale,”¹³ citing *Springsun Management Systems Corp. v. Camerino*¹⁴ (*Springsun*) which referred to Section 12, paragraph 1¹⁵ of Republic Act No. (RA) 3844,¹⁶ as amended by RA No. 6389.¹⁷ Since there was no written notice of sale to petitioners, the prescriptive period had not yet begun.

I respectfully give a separate view.

It is my humble opinion that petitioners’ current cause of action in their complaint is one for reconveyance, not redemption. Said cause of action for reconveyance has prescribed. Nonetheless, I concur with the reinstatement of the case before the trial court provided that petitioners amend their complaint to reflect a cause of action for redemption, in accordance with Section 3, Rule 10 of the 2019 Revised Rules of Civil Procedure. Based on the allegations of the amended complaint, the trial court shall then determine whether it has jurisdiction over the case. In all instances, petitioners shall pay the proper redemption price to the landowner in the exercise of their right to redeem, if any.

Petitioners’ cause of action in their complaint is one for reconveyance, not redemption. Said cause of action for reconveyance has prescribed.

It is well-established that a cause of action for reconveyance “prescribes in 10 years from the time of the issuance of the Torrens title over the property.”¹⁸ Applying the foregoing to this case, it is apparent that petitioners’ cause of action for reconveyance had prescribed since the TCTs over the subject lots were issued on February 12, 1999 and petitioners filed the

¹³ Id. at 12.

¹⁴ 489 Phil. 769 (2005).

¹⁵ SEC. 12. *Lessee’s Right of Redemption.* — In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of the redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

¹⁶ Otherwise known as “Agricultural Land Reform Code;” Approved on August 8, 1963.

¹⁷ An Act Amending Republic Act Numbered Thirty-Eight Hundred and Forty-Four, as Amended, Otherwise known as the Agricultural Land Reform Code, and for Other Purposes: Approved on September 10, 1971.

¹⁸ *Spouses Aboitiz v. Spouses Po*, 810 Phil. 123, 142 (2017).

complaint for reconveyance on June 2, 2016.¹⁹ Evidently, around seventeen (17) years have passed since the TCTs were issued. This is well-beyond the prescriptive period for an action for reconveyance.

The *ponencia*, however, declares that petitioners' cause of action has not yet prescribed because an action for reconveyance based on the agricultural lessee's right of redemption prescribes after 180 days from written notice of the sale. To bolster its position, it cites the Court's ruling in *Springsun*.

I respectfully share a different perspective.

At this juncture, it must be emphasized that there is a notable difference between a cause of action for redemption under Sec. 12 of R.A. No. 3844, as amended by R.A. No. 6389, and a cause of action for reconveyance.

The lessee's right of redemption is provided for in Sec. 12 of said law, which states:

Sec. 12. Lessee's Right of Redemption. — In case the landholding is sold to a third person without the knowledge of the agricultural lessee, the latter shall have the right to redeem the same at a reasonable price and consideration: Provided, That where there are two or more agricultural lessees, each shall be entitled to said right of redemption only to the extent of the area actually cultivated by him. The right of the redemption under this Section may be exercised within one hundred eighty days from notice in writing which shall be served by the vendee on all lessees affected and the Department of Agrarian Reform upon the registration of the sale, and shall have priority over any other right of legal redemption. The redemption price shall be the reasonable price of the land at the time of the sale.

Upon the filing of the corresponding petition or request with the department or corresponding case in court by the agricultural lessee or lessees, the said period of one hundred and eighty days shall cease to run.

Any petition or request for redemption shall be resolved within sixty days from the filing thereof; otherwise, the said period shall start to run again.

The Department of Agrarian Reform shall initiate, while the Land Bank shall finance, said redemption as in the case of pre-emption. (Emphases supplied)

¹⁹ *Ponencia*, pp. 4-5.



Jurisprudence provides that, under RA No. 3844, “x x x the right of redemption is validly exercised upon compliance with the following requirements: (a) the redemptioner must be an agricultural lessee or share tenant; (b) the land must have been sold by the owner to a third party without prior written notice of the sale given to the lessee or lessees and the [Department of Agrarian Reform (*DAR*)]; (c) only the area cultivated by the agricultural lessee may be redeemed; and (d) the right of redemption must be exercised within 180 days from written notice of the sale by the vendee.”²⁰

In addition to the foregoing, the Court has categorically held that for a proper exercise of the right of redemption by the agricultural lessee, there must be tender or consignment of the redemption price:

An offer to redeem is validly effected through: (a) a formal tender with consignment, or (b) a complaint filed in court coupled with consignment of the redemption price within the prescribed period. In making a repurchase, it is not sufficient that a person offering to redeem merely manifests his desire to repurchase. This statement of intention must be accompanied by an actual and simultaneous tender of payment of the full amount of the repurchase price, *i.e.*, the consideration of the sale, **otherwise the offer to redeem will be held ineffectual.**²¹ (Emphases in the original)

The Court added in another case that “[a]fter the amendment of Section 12 of the Code, a certification from the Land Bank that it will finance the redemption will also suffice in lieu of tender of payment or consignment.”²²

Necessarily, a complaint for redemption must specifically allege the foregoing to set out a cause of action for the same.

On the other hand, “[a]n action for reconveyance is a legal and equitable remedy that seeks to transfer or reconvey property, wrongfully registered in another person’s name, to its rightful owner.”²³ A complaint for reconveyance must allege the following requisites: “(1) the action must be brought in the name of a person claiming ownership or dominical right over the land registered in the name of the defendant; (2) the registration of the land in the name of the defendant was procured through fraud or other illegal means; (3) the property has not yet passed to an innocent purchaser for value; and (4) the action is filed after the certificate of title had already become final and

²⁰ *Perez v. Aquino*, 783 Phil. 502, 509 (2016), citing *Rupa, Sr. v. Court of Appeals*, 380 Phil. 112, 123 (2000).

²¹ *Castro v. Mendoza, Sr.*, 809 Phil. 789, 823 (2017).

²² *Estrella v. Francisco*, 788 Phil. 321, 334 (2016).

²³ *Sps. Yabut v. Alcantara*, 806 Phil. 745, 758 (2017).

incontrovertible but within four years from the discovery of the fraud, or not later than ten (10) years in the case of an implied trust.”²⁴

Springsun is not squarely applicable to the current complaint of petitioners before the RTC.

The *ponencia* essentially relies on *Springsun* to explain that an action for reconveyance may be treated or converted to an action for redemption, hence, the action for redemption is not bound by the 10-year prescriptive period. The esteemed *ponente*, in his letter dated October 12, 2022, stated that “x x x the trial court [in *Springsun*] treated/converted the same as/to an action for redemption taken that the allegations in the complaint set out that the plaintiffs were tenants who were deprived of their right to redeem/purchase the leased property.”²⁵

However, I must respectfully point out that *Springsun* clearly involved a cause of action for redemption, not reconveyance. The Court therein expressly noted that “[t]he complaint, although captioned “For: Prohibition/*Certiorari*, Reconveyance/Redemption, Damages, Injunction with Preliminary Injunction and Temporary Restraining Order,” is actually an action for redemption.”²⁶ In other words, from the very beginning, based on the allegations of the complaint, the action in *Springsun* was for redemption. Thus, the action for reconveyance/redemption in *Springsun* was not merely “treated/converted” to an action for redemption; rather, the allegations of the complaint therein already constituted an action for redemption.

It is well-established that “[t]he nature of an action, as well as which court or body has jurisdiction over it, is determined based on the allegations contained in the complaint of the plaintiff, irrespective of whether or not the plaintiff is entitled to recover upon all or some of the claims asserted therein. The averments in the complaint and the character of the relief sought are the ones to be consulted.”²⁷

In *Springsun*, while the complaint was denominated as one for reconveyance/redemption, the allegations in the complaint set out a cause of action for redemption. This is evident in the following excerpt from *Springsun* summarizing the allegations in the complaint:

²⁴ Id.

²⁵ Letter of Associate Justice Henri Jean Paul B. Inting dated October 12, 2022, p. 1.

²⁶ Supra note 14 at 774-775.

²⁷ *Padlan v. Spouses Dinglasan*, 707 Phil. 83, 91 (2013).



Respondents alleged in their complaint that since 1967, they have been in continuous peaceful possession of the lots as tenants of Victoria Homes. However, without their knowledge, Victoria Homes sold the lots to petitioner. In order to prevent them from exercising their right of redemption, petitioner mortgaged the lots to Banco Filipino. In the early part of 1994, petitioner, Banco Filipino and its sister company, Pilar Development Corporation, called respondents to a conference wherein petitioner pledged to pay each of them ₱2,000,000.00 if they will not exercise their right of redemption. However, petitioner failed to comply with its commitment which, apparently, was a mere scheme to deprive them of their right of redemption. In fact, petitioner filed with the MeTC complaints for forcible entry against their (respondents') farm helpers. They thus prayed *inter alia* that pending the resolution of their complaint, the RTC enjoin the MeTC from proceeding with the forcible entry cases and that after trial, judgment be rendered authorizing them to exercise their right of redemption of the lots.²⁸

That the action in *Springsun* is one for redemption is bolstered by the relief granted by the trial court to therein respondents, who were the complainants. The *fallo* of the trial court's January 25, 2002 Decision reads as follows:

WHEREFORE, judgment is hereby rendered as follows:

1. Declaring the plaintiffs (now respondents) are entitled to redeem, and ordering the defendant Springsun Management Systems Corporation (now petitioner) to allow plaintiffs to redeem the landholdings in question within 180 days from finality of this decision at the total price of ₱9,790,612.00; upon full payment of the redemption price, the defendant Springsun Management Systems Corporation is ordered to deliver (to) plaintiffs the titles and the corresponding Deed of Redemption so that the titles to the properties in litigation can be transferred in the name of the plaintiffs;

2. Declaring plaintiffs entitled to possession, and ordering the defendant Springsun Management Systems Corporation and all persons claiming under it to vacate the lands in question and to surrender the same to the plaintiffs;

x x x x

SO ORDERED.²⁹

The foregoing readily reveals that the action in *Springsun* was one for redemption. Again, from the inception of the action, the complainants in *Springsun* intended to redeem the property, specifically asserting their right to do so. An exercise of the right to redeem involves the payment of a redemption price, which the complainants in *Springsun* offered to do. Simply,

²⁸ Supra note 14 at 775.

²⁹ Id. at 777.

there was no need to convert the action from reconveyance to redemption or treat it as such because it was an action for redemption from its inception.

In contrast, herein petitioners evidently seek reconveyance, not redemption. This is apparent from the allegations in petitioners' complaint, which sought the reconveyance of the subject lots and did not even discuss the aspect of redemption. The Court, in its March 4, 2020 Decision, summarized the allegations in petitioners' complaint as follows:

In June 1980, landowner Fermina Francia (Francia), with the conformity of the previous tenant Juan De Armas, designated Garcia as the legal transferee or legitimate tenant (*kasama*) to possess, own, and cultivate a parcel of land, with an area of 8,115 square meters (sq. m.), situated in *Brgy.* Daungan, Guiguinto, Bulacan. Dominador was one of Garcia's agricultural workers. Garcia commenced actual possession and cultivation of the land from 1980 until his death on June 23, 2010. Garcia shouldered all the expenses in farming the land. In turn, Dominador would give the harvest from the land to Garcia and his wife Priscila.

On November 24, 2008, Garcia discovered that about one-third of the land, or 2,705 sq. m., was unlawfully assigned to Dominador. The land assigned to Dominador was further subdivided into six small lots with their respective issued titles, as follows:

- (1) Lot 815-B, with an area of 486 sq. m., under Transfer Certificate of Title (TCT) No. T-197871 in the name of Dominguez;
- (2) Lot 815-C, with an area of 486 sq. m., under TCT No. T-126116 in the name of Dominador;
- (3) Lot No. 815-D, with an area of 485 sq. m., under TCT No. T-288493 in the name of Filip;
- (4) Lot No. 815-E, with an area of 485 sq. m., TCT No. T-126118 in the name of Filip;
- (5) Lot No. 815-F, with an area of 589 sq. m., TCT No. T-126119 in the name of Dominador; and
- (6) Lot No. 815-G, with an area of 174 sq. m., under TCT No. T-126120 in the name of Dominador.

On the date of his discovery of the subdivision of the land, Garcia executed a letter-authority in favor of his nephew, Basilio C. Ignacio and Jose V. Doblada to administer and fix the land. Garcia likewise filed a complaint against Dominador for illegal titling, selling, and reconveyance before the *barangay* chairman of *Brgy.* Daungan, Guiguinto, Bulacan. Dominador promised to reconvey, at his expense, to Garcia the four lots he has not yet sold to another person.

Francia died on November 1, 2000, eight years prior to Garcia's discovery of the subdivision of the land.

Petitioners further alleged that while they were on vacation in the Philippines, they learned about the agreement between Garcia and

Dominador regarding the return of the four lots. They sought the help of the *barangay* captain of Daungan for the return of the lots, but Dominador failed to comply with his promise to Garcia. The subdivision and sale of the lots deprived them of the use and fruits of the land. They sent Dominador a demand letter, dated February 25, 2016, for reconveyance of the lots. When Dominador still failed to reconvey the lots, petitioners filed the complaint docketed as Civil Case No. 325-M-2016 against respondents.

Finally, petitioners alleged that Dominador committed fraud, falsification of document, and misrepresentation when he acquired the titles to the six parcels of land.”³⁰

Further, it must be pointed out that petitioners’ prayer in their current complaint before the RTC, as quoted by the *ponencia*,³¹ does not mention that petitioners are seeking the redemption of the subject lots. In fact, their prayer expressly pleads for respondents to reconvey to them the subject parcels of land or for respondents to transfer to them the ownership of the subject parcels of land without any mention of the payment of a redemption price:

WHEREFORE, it is most respectfully prayed that after due notice and hearing, a Decision be issued in favour of the plaintiff by -

1) Ordering the defendants to **RECONVEY** to the plaintiffs (“Heirs”) the parcels of land covered by Transfer Certificate[s] of Title issued by the Register of Deeds of Guiguinto, Bulacan with Nos. –

(i) T-197871 (Lot 815-B)

(ii) T-126116 (Lot 815-C)

(iii) T-288493 (Lot 815-D)

(iv) T-271761 (Lot 815-E)

(v) T-126119 (Lot 815-F); and

(vi) T-126120 (Lot 815-G)

2) In the alternative, DECLARING defendant Dominador Burgos guilty of Breach of x x x undertaking thereby ORDERING the defendant Dominador Burgos to comply with the x x x Undertaking x x x by **TRANSFERRING ownership** in the name of the plaintiff the four (4) titles x x x specifically, TCT Nos. T-126116, T-126117 (now

³⁰ *Heirs of Nicanor Garcia v. Burgos*, supra note 2 at 482-483.

³¹ *Ponencia*, supra note 1 at 2-3.

T-288493), T-126119 and T-126120 x x x[.] (emphases and underscoring supplied)

It must also be underscored that petitioners did not offer to pay a redemption price, which is obligatory for a valid exercise of the right to redeem. Also, there is no allegation as to a redemption price or the proper amount for it. Aside from failing to allege that they are willing to offer to pay a redemption price, it is also doubtful whether petitioners consigned the redemption price when they filed the instant complaint before the trial court. Thus, the instant complaint cannot be characterized, treated, or converted into one for redemption since the salient requirements for the exercise of such right is indisputably missing from the allegations and the prayer.

In view of the foregoing considerations, it is respectfully submitted that petitioners' cause of action in their current complaint is one for reconveyance, not redemption. *Springsun* is not applicable since the action herein does not involve redemption. Accordingly, the applicable prescriptive period is that for an action for reconveyance – which is ten (10) years reckoned from the date of the issuance of the certificate of title because the adverse party, in registering the land, repudiates the implied trust.³²

To reiterate, Dominador registered title over the subject parcels of land on February 12, 1999. Petitioners filed the instant case on June 2, 2016. More than 17 years have passed; thus, their cause of action in the current complaint for reconveyance had prescribed.

Reinstatement of the case before the trial court is proper provided petitioners amend their complaint to reflect a cause of action for redemption and that the proper redemption price be paid to the landowner.

Nonetheless, I concur with the reinstatement of the case before the trial court for further proceedings. This is on the basis that petitioners amend their complaint to reflect a cause of action for redemption under Sec. 12 of RA No. 3844, as amended. Based on such allegations, the trial court shall determine if it has jurisdiction over the complaint.

This concurrence is made in view of the State policy of “emancipating agricultural tenants from the bondage of the soil. The State adopts a policy of promoting social justice, establishing owner cultivatorship of economic-size

³² *Uy v. Court of Appeals*, 769 Phil. 705, 720 (2015).

farms as the basis of Philippine agriculture, and providing a vigorous and systematic land resettlement and redistribution program.”³³ This State policy guides the Court in granting this second motion for reconsideration and affording petitioners an opportunity to establish their entitlement to redemption of the subject property.

Sec. 3, Rule 10 of the 2019 Amendments to the 1997 Rules of Civil Procedure³⁴ provides for amendments by leave of court:

Section 3. *Amendments by leave of court.* — Except as provided in the next preceding [S]ection, substantial amendments may be made only upon leave of court. But such leave shall be refused if it appears to the court that the motion was made with intent to delay [or] confer jurisdiction on the court, or the pleading stated no cause of action from the beginning which could be amended. Orders of the court upon the matters provided in this [S]ection shall be made upon motion filed in court, and after notice to the adverse party, and an opportunity to be heard.

It is noteworthy that, save for the portions underlined in the quoted provision, Sec. 3 was adopted from the text of the 1997 Revised Rules of Court. On this score, the Court previously noted that Sec. 3 allows for an amendment of the complaint which substantially alters the cause of action:

Interestingly, Section 3, Rule 10 of the 1997 Rules of Civil Procedure amended the former rule in such manner **that the phrase “or that the cause of action or defense is substantially altered” was stricken-off and not retained in the new rules. The clear import of such amendment in Section 3, Rule 10 is that under the new rules, “the amendment may (now) substantially alter the cause of action or defense.”** This should only be true, however, when despite a substantial change or alteration in the cause of action or defense, the amendments sought to be made shall serve the higher interests of substantial justice, and prevent delay and equally promote the laudable objective of the rules which is to secure a “just, speedy and inexpensive disposition of every action and proceeding.”³⁵ (Emphasis and underscoring supplied)

This observation remains true for the current iteration of Sec. 3, Rule 10. However, with the amendments introduced by the 2019 Amendments to the 1997 Rules of Civil Procedure, a substantial amendment may not be done

³³ *Estrella v. Francisco*, supra note 22 at 330.

³⁴ A.M. No. 19-10-20-SC – Supreme Court Resolution dated October 15, 2019 approving the 2019 Proposed Amendments to the 1997 Rules of Civil Procedure (Effective on May 1, 2020).

³⁵ *Sps. Valenzuela v. Court of Appeals*, 416 Phil. 289, 298-299 (2001).

to confer jurisdiction on the court or cause a complaint to state a cause of action where there was none from the beginning which could be amended.

Here, as elucidated in the preceding discussion, petitioners' complaint stated a cause of action, albeit one for reconveyance. To serve the higher interests of substantial justice and to effectuate the State policy of emancipating agricultural tenants from the bondage of the soil, upon reinstatement with the trial court, petitioners may substantially amend their complaint to constitute a cause of action for redemption.

Depending on the allegations in the amended complaint, the trial court must assess whether it has jurisdiction over the same. If jurisdiction lies elsewhere, the trial court must dismiss the amended complaint for lack of jurisdiction over the subject matter.

At this juncture, it must be emphasized that a complaint for redemption under Sec. 12 of RA No. 3844, as amended, may only be entertained if it is accompanied by consignment of the redemption price.

The Court's disquisition in *Perez v. Aquino*³⁶ is illuminating. In said case, the landowner failed to notify the tenant of the sale of the land to a third person. The Court held that there is no prescription to speak of since it was established that respondent was never notified of the sale. However, the Court held that respondent was not able to validly exercise his right of redemption. Since he elected to exercise his right to redeem by filing a complaint in court, he should have complied with the requirements for a valid and effective exercise of such right: **the filing of the complaint should have been accompanied by the consignment of the redemption price to show his willingness and ability to pay.** Since he failed to do so, there was no valid exercise of the right to redeem the subject land. Thus, the dismissal of the complaint for redemption was in order.³⁷

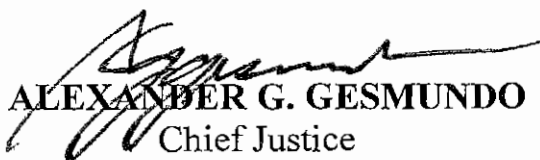
To recapitulate, it is my belief that petitioners' current complaint stated a cause of action for reconveyance and that said cause of action has prescribed. Nevertheless, in view of the State policy to emancipate agricultural tenants from the bondage of the soil, I concur with the reinstatement of the case with the trial court provided that petitioners amend their complaint to state a cause of action for redemption under Sec. 12 of RA No. 3844, as amended. Based on the allegations in the amended complaint, the trial court shall determine if it has jurisdiction over the complaint or if the same is properly cognizable

³⁶ Supra note 20.

³⁷ Id. at 510-511.

elsewhere. In all instances, petitioners shall properly pay the redemption price to the landowner for the subject lots.

WHEREFORE, I vote to **GRANT** the petition and **REINSTATE** the case for further proceedings before the Regional Trial Court of Malolos, Bulacan, Branch 7.


ALEXANDER G. GESMUNDO
Chief Justice