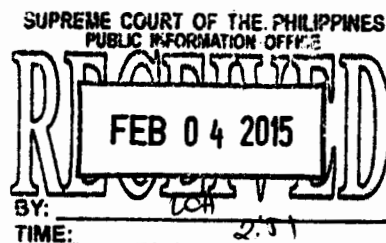




Republic of the Philippines
Supreme Court
Manila
FIRST DIVISION



NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **December 8, 2014** which reads as follows:*

“G.R. No. 215696 [formerly UDK-15150] (Heirs of Cirila Fider: Nestor Fider, Dante Fider, Angelito Fider, Aguinaldo Fider, Malaya F. Ting, Leticia F. Gutierrez, Yolanda F. Espinosa, and Carmelito Fider v. Manuel Espiritu and Judith T. Sanchez).- The petitioners’ motion for an extension of thirty (30) days within which to file a petition for review on certiorari, with prayer to allow them to litigate as indigent/pauper litigants, counted from the expiration of the reglementary period is **GRANTED**, and the petitioners are hereby required to **SUBMIT** within five (5) days from notice hereof a soft copy in compact disc, USB or e-mail containing the PDF file of the signed petition for review on certiorari and its annexes pursuant to the Resolution dated February 25, 2014 in A.M. Nos. 10-3-7-SC and 11-9-4-SC.

After a judicious perusal of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the April 16, 2014 Decision¹ and September 9, 2014 Resolution² of the Court of Appeals (CA) in CA-G.R. SP No. 129783 for failure of the heirs of Cirila Fider: Nestor Fider, Dante Fider, Angelito Fider, Aguinaldo Fider, Malaya F. Ting, Leticia F. Gutierrez, Yolanda F. Espinosa, and Carmelito Fider (petitioners-heirs) to show that the CA committed any reversible error in upholding their ejection from the 45,000 square meter (sq. m.) portion of the 78,549 sq. m. agricultural land situated at Brgy. Tibag, Tarlac, Tarlac, under Transfer Certificate of Title No. 300842.

- over – three (3) pages

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¹ Rollo, pp. 76-85. Penned by Associate Justice Apolinario D. Bruselas, Jr. with Associate Justices Remedios A. Salazar-Fernando and Samuel H. Gaerlan, concurring.

² *Id.* at 22-24.

As correctly ruled by the CA, petitioners-heirs failed to sufficiently establish payment of the leasehold rentals of their predecessor-in-interest, Cirila Fider, from 1995 to 2000 as required under Section 36 (6)³ of Republic Act No. (RA) 3844.⁴ Neither were they able to establish crop failure due to fortuitous event under Section 36 (2)⁵ of the same Act to justify non-payment. As such, their continued possession and cultivation despite non-payment of the lease rentals constituted deprivation and usurpation of respondents Manuel Espiritu and Judith T. Sanchez's rights as owners of the subject land. In this relation, it is settled that findings of fact of administrative agencies and quasi-judicial bodies, which have acquired expertise because their jurisdiction is confined to specific matters, are generally accorded not only respect, but finality when affirmed by the CA. Such findings deserve full respect and, without justifiable reason, ought not to be altered, modified or reversed,⁶ as in this case.

SO ORDERED.” BERSAMIN, J., on official leave; **REYES, J.**, designated acting member per S.O. No. 1892 dated November 28, 2014. **PEREZ, J.**, on official leave; **CARPIO, J.**, designated acting member per S.O. No. 1899 dated December 3, 2014.

Very truly yours,


EDGAR O. ARICHETA

Division Clerk of Court *g/llr*

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³ Section 36 (6) of RA 3844 provides:

SEC. 36. *Possession of Landholding; Exceptions.* – Notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:

x x x x

(6) The agricultural lessee does not pay the lease rental when it falls due: *Provided,* That if the non-payment of the rental shall be due to crop failure to the extent of seventy-five *per centum* as a result of a fortuitous event, the non-payment shall not be a ground for dispossession, although the obligation to pay the rental due that particular crop is not thereby extinguished;

x x x x

⁴ Entitled, “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.” (August 8, 1963).

⁵ Section 36 (2) of RA 3844 provides:

SEC. 36. *Possession of Landholding; Exceptions.* – Notwithstanding any agreement as to the period or future surrender, of the land, an agricultural lessee shall continue in the enjoyment and possession of his landholding except when his dispossession has been authorized by the Court in a judgment that is final and executory if after due hearing it is shown that:

x x x x

(2) The agricultural lessee failed to substantially comply with any of the terms and conditions of the contract or any of the provisions of this Code, unless his failure is caused by fortuitous event or *force majeure*.

x x x x

⁶ *Sps. Carpio v. Sebastian*, 635 Phil. 1, 10 (2010); citation omitted.

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