Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

ISMAEL V. CRISOSTOMO, Petitioner,	**G.R. No. 175098**
	Present:
-versus-	CARPIO, *Chairperson,* DEL CASTILLO, MENDOZA, LEONEN, and JARDELEZA,* *JJ.*
MARTIN P. VICTORIA, Respondent.	**Promulgated:** 26 AUG 2015

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DECISION

LEONEN, *J.*:

This resolves a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure praying that the July 31, 2006 Decision[1] and the October 20, 2006 Resolution[2] of the Court of Appeals Eighth Division in CA-G.R. SP No. 94107 be reversed and set aside, and that the April 4, 2005 Decision[3] and March 17, 2006 Resolution[4] of the Department of Agrarian Reform Adjudication Board be reinstated.

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* Designated acting member per S.O. No. 2147 dated August 24, 2015.

1 *Rollo*, pp. 19–25. The Decision was penned by Associate Justice Lucas P. Bersamin (now an Associate Justice of this court) and concurred in by Associate Justices Martin S. Villarama, Jr. (now also an Associate Justice of this court) and Celia C. Librea-Leagogo.

2 Id. at 26–27.

3 Id. at 28–34. The Decision was penned by Assistant Secretary Lorenzo R. Reyes and concurred in by Secretary Rene C. Villa, Undersecretary Severino T. Madronio, Undersecretary Ernesto G. Ladrido, III, Assistant Secretary Augusto P. Quijano, Assistant Secretary Edgar A. Igano, and Assistant Secretary Delfin B. Samson.

4 Id. at 35–36.

The assailed July 31, 2006 Decision of the Court of Appeals reversed and set aside the July 4, 2005 Decision and March 17, 2006 Resolution of the Department of Agrarian Reform Adjudication Board. It recognized respondent Martin P. Victoria (Victoria) as the bona fide tenant of a parcel of riceland owned by petitioner Ismael V. Crisostomo (Crisostomo). The assailed October 20, 2006 Resolution of the Court of Appeals denied Crisostomo's Motion for Reconsideration.

The April 4, 2005 Decision and March 17, 2006 Resolution of the Department of Agrarian Reform Adjudication Board sustained the April 7, 2003 Decision[5] of the Office of the Provincial Agrarian Reform Adjudicator of Bulacan, which ruled in favor of Crisostomo in his action to eject Victoria from the subject riceland.

In a Complaint for Ejectment filed before the Office of the Provincial Agrarian Reform Adjudicator of Bulacan, Crisostomo alleged that he, along with his deceased brother Jose Crisostomo, were the registered owners of a parcel of riceland with an area of 562,694 square meters. This was covered by Transfer Certificate of Title No. T-68421 and located in Sta. Barbara, Baliuag, Bulacan. On June 21, 1973, he and his brother allegedly entered into a lease contract with David Hipolito (Hipolito) over a portion of the riceland (disputed portion). The contract was supposedly in effect until Hipolito's death on December 2, 1997. As Hipolito died without any known heirs, Crisostomo was set to reclaim possession and to take over cultivation of the disputed portion. However, in January 2000, Victoria entered the disputed portion and began cultivating it without the knowledge and consent of Crisostomo. Crisostomo confronted Victoria, who insisted that he had tenancy rights over the disputed portion.[6]

In his Answer, Victoria claimed that Hipolito was his uncle. He alleged that even during the lifetime of Hipolito, it was he who was doing farmwork on the disputed portion and that he did so with Crisostomo's knowledge. He added that from the time Hipolito became bedridden, it was he who performed all duties pertaining to tenancy, including the delivery of lease rentals and corresponding shares in the harvest to Crisostomo. He asserted that Crisostomo's act of receiving lease rentals from him amounted to implied consent, which gave rise to a tenancy relationship between them.[7]

In its April 7, 2003 Decision,[8] the Office of the Provincial Agrarian Reform Adjudicator of Bulacan ruled in favor of Crisostomo and ordered Victoria, together with all persons claiming rights under him, to vacate the

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5 Id. at 37–42.
6 Id. at 19–20, 28–29, and 37–38.
7 Id. at 20, 29–30, and 38.
8 Id. at 37–42.

disputed portion and surrender its possession to Crisostomo.[9]

The Office of the Provincial Agrarian Reform Adjudicator, noting that the essential element of consent was absent, held that Victoria could not be deemed the tenant of the disputed portion. It further held that implied tenancy could not arise in a situation where another person is validly instituted as tenant and is enjoying recognition as such by the landowner.[10]

In its April 4, 2005 Decision,[11] the Department of Agrarian Reform Adjudication Board denied Victoria's Appeal. In its March 17, 2006 Resolution,[12] it denied Victoria's Motion for Reconsideration.

In its assailed July 31, 2006 Decision,[13] the Court of Appeals Eighth Division reversed the rulings of the Office of the Provincial Agrarian Reform Adjudicator of Bulacan and of the Department of Agrarian Reform Adjudication Board. It recognized Victoria as bona fide tenant of the disputed portion.

The Court of Appeals reasoned that "Hipolito, as the legal possessor, could legally allow [Victoria] to work and till the landholding"[14] and that Crisostomo was bound by Hipolito's act. It added that Crisostomo "had been receiving his share of the harvest from [Victoria], as evidenced by the numerous receipts indicating so."[15] It emphasized that "[t]he receipts rendered beyond dispute [Victoria's] status as the agricultural tenant on the landholding."[16] It further noted that as an agricultural tenant, Victoria was entitled to security of tenure who, absent any of the grounds for extinguishing agricultural leasehold relationships, "should not be deprived of but should continue his tenancy on the landholding."[17]

In its assailed October 20, 2006 Resolution,[18] the Court of Appeals Eighth Division denied Crisostomo's Motion for Reconsideration.

Hence, this Petition was filed.

For resolution is the issue of whether respondent Martin P. Victoria is a bona fide tenant of the disputed portion.

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9 Id. at 28.
10 Id. at 41.
11 Id. at 28–34.
12 Id. at 35–36.
13 Id. at 19–25.
14 Id. at 22.
15 Id. at 24.
16 Id.
17 Id.
18 Id. at 26–27.

I

Section 6 of Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, identifies the recognized parties in an agricultural leasehold relation:

> SECTION 6. *Parties to Agricultural Leasehold Relation*. — The agricultural leasehold relation shall be limited to the person who furnishes the landholding, either as owner, civil law lessee, usufructuary, or legal possessor, and the person who personally cultivates the same.

Proceeding from Section 6 of the Agricultural Land Reform Code, the Court of Appeals capitalized on Hipolito's supposed status as "legal possessor" of the disputed portion, a status that was deemed to emanate from his having been the lessee. Thus, the Court of Appeals concluded that "Hipolito, as the legal possessor, could legally allow [respondent] to work and till the landholding"[19] thereby making respondent a tenant whose security of tenure petitioner must now respect.

The Court of Appeals is in error. Hipolito's status as the acknowledged tenant did not clothe him with the capacity to designate respondent as a tenant.

This court has settled that tenancy relations cannot be an expedient artifice for vesting in the tenant rights over the landholding which far exceed those of the landowner. It cannot be a means for vesting a tenant with security of tenure, such that he or she is effectively the landowner.

Even while agrarian reform laws are pieces of social legislation, landowners are equally entitled to protection. In *Calderon v. Dela Cruz*:[20]

> It is true that RA 3844 is a social legislation designed to promote economic and social stability and must be interpreted liberally to give full force and effect to its clear intent. This liberality in interpretation, however, should not accrue in favor of actual tillers of the land, the tenant-farmers, but should extend to landowners as well. . . . *The landowners deserve as much consideration as the tenants themselves in order not to create an economic dislocation, where tenants are solely favored but the landowners become impoverished*.[21] (Emphasis supplied, citation omitted)

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19 Id. at 22.
20 *Calderon v. De La Cruz*, 222 Phil. 473 (1985) [Per C.J. Makasiar, Second Division].
21 Id. at 477.

In *Valencia v. Court of Appeals*,[22] this court grappled with the consequences of a lessee's employment of farmhands who subsequently claimed the status of tenants. Insisting on a tenant's right to security of tenure, these farmhands refused to vacate and surrender possession of the subject land despite the landowner's demands:

> Contrary to the impression of private respondents, Sec. 6 of R.A. No. 3844, as amended, does not automatically authorize a civil law lessee to employ a tenant without the consent of the landowner. The lessee must be so specifically authorized. For *the right to hire a tenant is basically a personal right of a landowner, except as may be provided by law*. But certainly nowhere in Sec. 6 does it say that a civil law lessee of a landholding is automatically authorized to install a tenant thereon. *A different interpretation would create a perverse and absurd situation where a person who wants to be a tenant, and taking advantage of this perceived ambiguity in the law, asks a third person to become a civil law lessee of the landowner. Incredibly, this tenant would technically have a better right over the property than the landowner himself. This tenant would then gain security of tenure, and eventually become owner of the land by operation of law*. This is most unfair to the hapless and unsuspecting landowner who entered into a civil law lease agreement in good faith only to realize later on that he can no longer regain possession of his property due to the installation of a tenant by the civil law lessee.
>
> On the other hand, under the express provision of Art. 1649 of the Civil Code, the lessee cannot assign the lease without the consent of the lessor, unless there is a stipulation to the contrary. In the case before us, not only is there no stipulation to the contrary; the lessee is expressly prohibited from subleasing or encumbering the land, which includes installing a leasehold tenant thereon since the right to do so is an attribute of ownership. Plainly stated therefore, a contract of civil law lease can prohibit a civil law lessee from employing a tenant on the land subject matter of the lease agreement. An extensive and correct discussion of the statutory interpretation of Sec. 6 of R.A. No. 3844, as amended, is provided by the minority view in *Bernas v. Court of Appeals*.[23] (Emphasis supplied)

As explained in *Valencia*, Section 6 of the Agricultural Land Reform Code was not designed to vest in the enumerated persons—the owner, civil law lessee, usufructuary, or legal possessor—a capacity that they did not previously have. Stated otherwise, Section 6 was not the enabling legislation that, from the moment of its adoption, was to "allow"[24] them, as the Court of Appeals posits, to furnish landholding to another who shall personally cultivate it, thereby making that other person a tenant.

Valencia explained that Section 6 of the Agricultural Land Reform

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22 449 Phil. 711 (2003) [Per J. Bellosillo, Second Division].

23 Id. at 730–731, *citing Bernas v. Court of Appeals*, G.R. No. 85041, August 5, 1993, 225 SCRA 119, 139–155 [Per J. Padilla, En Banc].

24 *Rollo*, p. 22.

Code is a subsequent restatement of a "precursor"[25] provision: Section 8 of Republic Act No. 1199. This precursor reads:

> SECTION 8. *Limitation of Relation.* — The relation of landholder and tenant shall be limited to the person who furnishes land, either as owner, lessee, usufructuary, or legal possessor, and to the person who actually works the land himself with the aid of labor available from within his immediate farm household.

Valencia noted that Section 8 assumed a pre-existing tenancy relation. From its epigraph "Limitation of Relation," the import and effect of Section 8 is not to enable or (to use the word of the Court of Appeals) to "allow" the persons enumerated to make a tenant of another person. Rather, it is simply to settle that whatever relation exists, it shall be limited to two persons only: first, the person who furnished the land; and second, the person who actually works the land. "Once the tenancy relation is established, the parties to that relation are limited to the persons therein stated."[26]

As it was with the precursor, Section 8 of Republic Act No. 1199, so it is with Section 6 of the Agricultural Land Reform Code:

> Section 6 as already stated simply enumerates who are the parties to an existing contract of agricultural tenancy, which presupposes that a tenancy already exists. It does not state that those who furnish the landholding, i.e., either as owner, civil law lessee, usufructuary, or legal possessor, are automatically authorized to employ a tenant on the landholding. The reason is obvious. The civil lease agreement may be restrictive. Even the owner himself may not be free to install a tenant, as when his ownership or possession is encumbered or is subject to a lien or condition that he should not employ a tenant thereon. This contemplates a situation where the property may be intended for some other specific purpose allowed by law, such as, its conversion into an industrial estate or a residential subdivision.[27]

Limiting the relation to these two persons, as well as preventing others from intruding into this relation, is in keeping with the rationale for adopting Section 6 of the Agricultural Land Reform Code:

> According to Mr. Justice Guillermo S. Santos and CAR Executive Judge Artemio C. Macalino, respected authorities on agrarian reform, the reason for Sec. 6 of R.A. No. 3844 and Sec. 8 of R.A. No. 1199 in limiting the relationship to the lessee and the lessor is to "discourage absenteeism on the part of the lessor and the custom of co-tenancy" under which "the tenant (lessee) employs another to do the farm work for him, although it is he with whom the landholder (lessor) deals directly. Thus, under this

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25 *Valencia v. Court of Appeals*, 449 Phil. 711, 731 (2003) [Per J. Bellosillo, Second Division].
26 Id.
27 Id. at 732–733.

> practice, the one who actually works the land gets the short end of the bargain, for the nominal or 'capitalist' lessee hugs for himself a major portion of the harvest." This breeds exploitation, discontent and confusion. . . . The *kasugpong*, *kasapi*, or *katulong* also works at the pleasure of the nominal tenant. When the new law, therefore, limited tenancy relation to the landholder and the person who actually works the land himself with the aid of labor available from within his immediate farm household, it eliminated the nominal tenant or middleman from the picture.
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> Another noted authority on land reform, Dean Jeremias U. Montemayor, explains the rationale for Sec. 8 of R.A. No. 1199, the precursor of Sec. 6 of R.A. No. 3844:
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> > Since the law establishes a special relationship in tenancy with important consequences, it properly pinpoints the persons to whom said relationship shall apply. The spirit of the law is to prevent both landholder absenteeism and tenant absenteeism. Thus, it would seem that the discretionary powers and important duties of the landholder, like the choice of crop or seed, cannot be left to the will or capacity of an agent or overseer, just as the cultivation of the land cannot be entrusted by the tenant to some other people. Tenancy relationship has been held to be of a personal character.[28] (Citations omitted)

The Court of Appeals banks on the following statement made by this court in its 1988 Decision in *Co v. Intermediate Appellate Court*:[29]

> As long as the legal possessor of the land constitutes a person as a tenant-farmer by virtue of an express or implied lease, such an act is binding on the owner of the property even if he himself may not have given his consent to such an arrangement. This is settled jurisprudence. The purpose of the law is to protect the tenant-farmer's security of tenure, which could otherwise be arbitrarily terminated by an owner simply manifesting his non-conformity to the relationship.[30] (Citation omitted)

However, the factual context in *Co*, which engendered the quoted pronouncement, is not entirely identical with that of this case. This statement should, thus, not be taken as binding in this case.

Co involved a parcel which was originally owned by Toribio Alarcon. Sometime before the Second World War, Alarcon entered into a tenancy relation with Miguel Alfonso. In 1955, Alarcon leased out the same parcel to Republic Broadcasting System (DZBB). During this time, Alfonso maintained his tenancy. In 1968, Joveno Roaring started helping Alarcon cultivate the land. Subsequently, Roaring took over the cultivation "in his

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28 Id at 731–732.
29 245 Phil. 347 (1988) [Per J. Cruz, First Division].
30 Id. at 356.

own right."[31] Roaring's status as such was consolidated when, with Alfonso's death in 1976, he took over the tenancy. Much later, the parcel was acquired by Philippine Commercial and Industrial Bank in a foreclosure sale. The parcel was then acquired by Anderson Co and, still much later, by Jose Chua. As Co and Chua asked Roaring to vacate the parcel, Roaring filed a Complaint for maintenance of possession and damages.[32]

The statement from *Co* that the Court of Appeals quoted was made in the course of this court's consideration of Roaring's relation with DZBB. As this court recounted, DZBB *was the party receiving shares from the harvest*. Thus, DZBB exercised and benefitted from the rights and prerogatives that normally accrue to the landowner. Stated otherwise, in *Co*, there was a clear finding that DZBB stood in the shoes of the landowner:

> We also find that Roaring, besides paying rentals, regularly shared the harvest from the lot with the DZBB, which accepted the same and included it in the raffle of prizes held during the regular Christmas program for its employees. That the DZBB was not much interested in such share and that its board of directors had not adopted a resolution recognizing the agricultural lease in favor of Roaring should not signify that the lease does not exist. The acts of the DZBB clearly show that it had impliedly allowed Roaring, in his own right, to continue with the original lease arrangement it had with his father-in-law. Notably, the latter's possession and cultivation of the land from the time it was leased to the DZBB in 1955 and until his death in 1976 were never questioned by the company.
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> As long as the legal possessor of the land constitutes a person as a tenant-farmer by virtue of an express or implied lease, such an act is binding on the owner of the property even if he himself may not have given his consent to such an arrangement. This is settled jurisprudence. The purpose of the law is to protect the tenant-farmer's security of tenure, which could otherwise be arbitrarily terminated by an owner simply manifesting his non-conformity to the relationship.[33]

There is nothing in this case to indicate that Hipolito exercised rights and prerogatives that accrue to the landowner and which could imply that he was in such a situation where he could exercise a landowner's competencies. Hipolito was not clothed with authority to "allow" respondent to be the tenant himself. Hipolito, as lessee, was entitled to possession of the disputed portion, and legally so. He was, in this sense, a "legal possessor." However, his capacities ended here. There was nothing that authorized him to enter into a tenancy relation with another.

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31 Id. at 352.

32 Id.

33 Id. at 356, *citing Ponce v. Guevarra*, 119 Phil. 929 (1964) [Per J. Concepcion, En Banc]; *Alarcon v. Santos*, 115 Phil. 855 (1962) [Per J. Bautista Angelo, En Banc]; *Joya, et al. v. Pareja*, 106 Phil. 645 (1959) [Per J. Barrera, En Banc]; and *Cunanan v. Aguilar*, 174 Phil. 299 (1978) [Per J. Santos, Second Division].

II

Even if Section 6 of the Agricultural Land Reform Code were to be interpreted loosely, petitioner as the landowner never consented to making respondent a tenant.

This court has settled the requisites for tenancy, the core of which is the element of consent. All these requisites must be demonstrated by substantial evidence; otherwise, the person claiming to be a tenant is not entitled to security of tenure:

> Tenants are defined as persons who — in themselves and with the aid available from within their immediate farm households — cultivate the land belonging to or possessed by another, *with the latter's consent*, for purposes of production, sharing the produce with the landholder under the share tenancy system, or paying to the landholder a price certain or ascertainable in produce or money or both under the leasehold tenancy system.
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> Based on the foregoing definition of a tenant, entrenched in jurisprudence are the following essential elements of tenancy: 1) the parties are the landowner and the tenant or agricultural lessee; 2) the subject matter of the relationship is an agricultural land; 3) *there is consent between the parties to the relationship*; 4) the purpose of the relationship is to bring about agricultural production; 5) there is personal cultivation on the part of the tenant or agricultural lessee; and 6) the harvest is shared between landowner and tenant or agricultural lessee. The presence of all these elements must be proved by substantial evidence. Unless a person has established his status as a *de jure* tenant, he is not entitled to security of tenure and is not covered by the Land Reform Program of the Government under existing tenancy laws. Tenancy relationship cannot be presumed. Claims that one is a tenant do not automatically give rise to security of tenure.[34] (Emphasis supplied)

This court has previously recognized implied consent as sufficing to vest security of tenure in a person claiming to be a tenant. In *Ponce v. Guevarra*[35] and *Joya v. Pareja*,[36] this court considered the landowners' acts of personally negotiating for extensions and for better terms with the persons purporting to be tenants as having placed them in estoppel or otherwise demonstrating their ratification of tenancy.

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[34] *Soliman v. Pampanga Sugar Development Co*., 607 Phil. 209, 220–221 (2009) [Per J. Nachura, Third Division], *citing Bautista v. Mag-isa Vda. de Villena*, 481 Phil. 591 (2004) [Per J. Panganiban, Third Division]; *Tanenglian v. Lorenzo*, 573 Phil. 472 (2008) [Per J. Chico-Nazario, Third Division]; *Dalwampo v. Quinocol Farm Workers and Settlers' Association*, 522 Phil. 183 (2006) [Per J. Carpio Morales, Third Division]; *Benavidez v. Court of Appeals*, 372 Phil. 615 (1999) [Per J. Bellosillo, Second Division]; *Ambayec v. Court of Appeals*, 499 Phil. 536 (2005) [Per J. Ynares-Santiago, First Division]; *Heirs of Jugalbot v. Court of Appeals*, 547 Phil. 113 (2007) [Per J. Ynares-Santiago, Third Division]; and *Valencia v. Court of Appeals*, 449 Phil. 711, 737 (2003) [Per J. Bellosillo, Second Division].

[35] 119 Phil. 929 (1964) [Per J. Concepcion, En Banc].

[36] 106 Phil. 645 (1959) [Per J. Barrera, En Banc].

Here, the Court of Appeals relied on petitioner's having supposedly received shares of the harvest from respondent and his issuance of the corresponding receipts as demonstrating his implied consent to respondent's tenancy.

We disagree.

While the receipts issued by petitioner bore respondent's name, petitioner never failed to similarly indicate the name of David Hipolito, the person who, petitioner maintains, is the valid lessee. Petitioner annexed copies of several of these receipts to his Petition. These receipts consistently indicated:

> J.G. N. TRADING
> Tarcan, Concepcion, Baliwag, Bulacan
>
> No. . . .
>
> Petsa .....
>
> Tinanggap kay MARTIN VICTORIA (DAVID HIPOLITO) ng STA. BARBARA, BALIUAG, BULACAN and kabuuang . . . kaban ng palay na may timbang . . . kilo.[37]

Petitioner may have acknowledged actual delivery made by respondent. However, his consistent inclusion of Hipolito's name indicates that, to his mind, it was still Hipolito, albeit through another person making actual delivery, sharing the produce with him. Respondent was recognized only as an agent acting for Hipolito.

Concededly, there is some ambiguity to these receipts. For instance, one could make a case for saying that respondent and Hipolito were co-tenants cooperating in delivering the produce to petitioner. Indeed, the receipts could have used more definite language such as "for the account of," "on behalf of," or "*para kay*." We reiterate however, the requisites of tenancy must be established by substantial evidence. Logically, it is for the person averring tenancy to adduce such evidence. Here, the evidence does not work to respondent's interest. At best, it evinces an ambiguity; at worst, it proves that he was only an agent.

Just as damaging to respondent's cause is petitioner's act of demanding that respondent vacate and surrender possession of the disputed portion as soon as Hipolito died. Stated otherwise, as soon as the lease period that petitioner and Hipolito agreed upon expired, petitioner expected

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[37] *Rollo*, pp. 46–51.

that the disputed portion was to be restored to his possession.

This definitively settles that, in petitioner's mind, only Hipolito was entitled to possession precisely because it was only with Hipolito that petitioner agreed to cede possession for a definite duration. Conversely, this definitively settles that petitioner never recognized respondent as having any personal right to possess the disputed portion.

The Court of Appeals merely noted that petitioner issued receipts to respondent and stopped at that. As we have demonstrated, a more exacting consideration of the totality of petitioner's actions belies any consent or subsequent ratification of respondent's alleged tenancy.

To hold that respondent is the bona fide tenant of the disputed portion would be to extend petitioner's dispossession for a period much longer that he had originally contemplated. It puts him at the mercy of a person whom he recognized as a tenant. This is precisely the "economic dislocation" that this court warned against in *Calderon*. To hold as such would be to permit agrarian reform laws to be used as a convenient artifice for investing in a supposed tenant rights that far exceed those of the owner.

WHEREFORE, the Petition for Review on Certiorari is **GRANTED**. The assailed Decision dated July 31, 2006 and the assailed Resolution dated October 20, 2006 of the Court of Appeals Eighth Division in CA-G.R. SP No. 94107, which recognized respondent Martin P. Victoria as the bona fide tenant of the disputed portion, are **REVERSED and SET ASIDE.** The July 4, 2005 Decision and March 17, 2006 Resolution of the Department of Agrarian Reform Adjudication Board are **REINSTATED**.

Respondent Martin P. Victoria and all those claiming rights under him are ordered to vacate and surrender possession of the disputed portion to petitioner Ismael V. Crisostomo.

SO ORDERED.

MARVIC M.V.F. LEONEN
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

MARIANO C. DEL CASTILLO
Associate Justice

JOSE CATRAL MENDOZA
Associate Justice

FRANCIS H. JARDELEZA
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

MARIA LOURDES P. A. SERENO
Chief Justice