

**FIRST DIVISION**

[ G.R. No. 217111. March 13, 2023 ]

**LILAH GAIL CORPUZ ALFILER,<sup>[1]</sup> PETITIONER, VS. SPS. JOHN CAYABYAB AND GERALDINE CAYABYAB, REPRESENTED BY ATTORNEY-IN-FACT, JOSE VASALLO, RESPONDENTS.**

**D E C I S I O N**

**GESMUNDO, C.J.:**

This is an Appeal by *Certiorari*<sup>[2]</sup> seeking to reverse and set aside the Resolutions dated December 13, 2013<sup>[3]</sup> and February 17, 2015<sup>[4]</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 132787. The CA dismissed the Petition for Certiorari filed by Lilah Gail Corpuz Alfiler (*petitioner*) for being the wrong mode of appeal in assailing the January 9, 2013 Decision<sup>[5]</sup> of the Regional Trial Court of Quezon City, Branch 97 (*RTC*), which, in turn, affirmed the January 3, 2011 Decision<sup>[6]</sup> of the Metropolitan Trial Court of Quezon City, Branch 43 (*MeTC*), in an ejectment case filed against petitioner.

***Antecedents***

The present controversy involves a parcel of land located at 186 Pajo Street, *Barangay Quirino 2-C*, Quezon City, with an area of 266.9 square meters (*subject property*). The subject property is covered by Transfer Certificate of Title No. RT-115646 (324155) and registered with the Registry of Deeds of Quezon City in the name of Quintin Santiago, Jr. (*Quintin*), married to Violeta E. Santiago.<sup>[7]</sup>

Sometime in March 1985, Quintin lodged before the *Lupon Tagapamayapa* of *Barangay Quirino 2-C*, Quezon City, a complaint for ejectment and squatting against petitioner's mother, Linglingay Corpuz, and several others (*Linglingay, et al.*) involving the subject property. On May 1, 1985, the parties executed an Amicable Settlement,<sup>[8]</sup> wherein Linglingay, et al. would pay Quintin the total amount of P146,000.00. The pertinent portions of the agreement read:

1. That it is hereby agreed that the aforesaid property will be sold by the owner to the respondents in the amount of P550.00 per square meter totalling to P146,000.00.
2. That it shall be paid in cash by the respondents upon the delivery of the certificate of Title and the final Deed of Sale by the complainant.
3. That the respondents hereby agree that all fees and expenses incidental to the transfer of ownership of the aforementioned property including but not limited to registration fees, revenues stamps, transfer tax, and assurance fee, shall be for the account of the respondents, and that the capital [gains] tax shall be shouldered by the complainant.
4. That the respondents shall put-up monthly deposit to a bank of their own choice representing one fourth (1/4) of the total amount or about P36,500.00, wherein which a xerox [copy] of their bank book shall be shown to the Barangay Captain.
5. That the respondents shall purchase the said lot starting May up to August 23, 1985.<sup>[9]</sup>

Pursuant to their agreement, Linglingay, et al. allegedly made five partial payments to Quintin, which only amounted to a total of P72,425.00; the last payment of which was in June 1986.<sup>[10]</sup>

On March 12, 1997, Quintin died.<sup>[11]</sup>

On March 18, 2010, spouses John and Geraldine Cayabyab (*respondents*), represented by their attorney-in-fact, Jose Vasallo, filed before the MeTC a Complaint for Ejectment<sup>[12]</sup> against petitioner, her sister, Meda Delza Armamento<sup>[13]</sup> (*Meda*), Spouses Alfredo and Lolita Garduce, Romeo Magdaluyo, Gina Villanueva, A.B. Morato,<sup>[14]</sup> and all persons claiming rights under them (collectively, *Garduce, et al.*).

In their Complaint, respondents alleged that they are the owners of the subject property, having acquired the same under a Deed of Absolute Sale<sup>[15]</sup> (*DOAS*) dated August 20, 1997, which was purportedly executed by Quintin through his attorney-in-fact, Norman Santiago (*Norman*). Respondents further alleged that Garduce et al. have been in possession of the subject property, illegally building their houses without paying rent since 1997.<sup>[16]</sup> Respondents issued a final demand letter dated May 8, 2009 to Garduce, et al. to vacate the premises, but, despite such demand, Garduce, et al. continued to refuse to vacate the property.<sup>[17]</sup>

In their Answer<sup>[18]</sup> and Position Paper,<sup>[19]</sup> petitioner and Meda raised the same principal defenses and arguments. Firstly, they denied respondents' claim of ownership and possession over the subject property and argued that the DOAS is null and void as Quintin did not truly execute a Special Power of Attorney (SPA) authorizing Norman to sell the subject property to respondents. Second, the DOAS is null and void because assuming that there indeed was an SPA between Norman and Quintin, such contract of agency was extinguished by the latter's death on March 12, 1997, or five months prior to the execution of the DOAS.<sup>[20]</sup> Third, Garduce, et al. have a better right to possess the subject property by virtue of the amicable settlement entered into between their predecessors-in-interest, Linglingay, et al., and Quintin which embodied a contract of sale. Fourth, the contract of sale was already consummated after their predecessors-in-interest made payments to Quintin in the amount of P72,425.00.<sup>[21]</sup> Fifth, the MeTC has no jurisdiction over the case as the complaint was filed only on March 18, 2010, which is more than one year from the time respondents were dispossessed of the subject property in 1997. Thus, respondents' cause of action should be one for *accion publiciana*, which is within the jurisdiction of the RTC.<sup>[22]</sup>

### ***The MeTC Ruling***

On January 3, 2011, the MeTC rendered a Decision in favor of respondents. The dispositive portion of which, reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants x x x and **LILIA GAIL C. ALFILER**, ordering the latter **and all persons claiming rights under them** to immediately vacate the subject premises located at **No. 186 Pajo St., Barangay Quirino, 2-C, Project 2, Quezon City** covered by **TCT No. RT-115646 (324155)** and to peacefully surrender the same to the plaintiffs.

Defendants are likewise ordered jointly and severally pay plaintiffs the following:

- (1) The amount of Php1,000.00 per month for every defendant from May 8, 2009, (date of the demand) and every month thereafter until the subject premises is vacated;
- (2) The amount of Php20,000.00 as and by way of attorney's fees;

(3) The cost of suit.

SO ORDERED.<sup>[23]</sup>

The MeTC ruled that Garduce, et. al. were not able to prove their right over the subject property, and thus, did not acquire a better right than that of respondents. Further, Garduce, et. al. were not able to prove their claim that the DOAS executed by Quintin and respondents was void, while respondents were able to prove their ownership of the subject property by preponderance of evidence.<sup>[24]</sup>

Aggrieved, petitioner and Meda appealed the MeTC judgment before the RTC under Rule 40 of the Rules of Court.

### ***The RTC Ruling***

On January 9, 2013, the RTC rendered a Decision affirming in *toto* the MeTC Decision. The dispositive portion of which, reads:

**WHEREFORE**, the assailed Decision dated January 3, 2011 of the Metropolitan Trial Court of Quezon City, Branch 43, entitled Sps. Cayabyab vs. Armamento, *et al.*, is hereby **AFFIRMED** *in toto*.

The assailed Decision having been affirmed, let the corresponding writ of execution be issued pursuant to Section 21, Rule 70 of the Rules of Court.

No costs.

SO ORDERED.<sup>[25]</sup>

The RTC ruled that petitioner and Meda must anchor the legality of their material possession of the property on a claim of title in order for the court to determine who has the better right of possession. However, petitioner and Meda were only able to prove the occupation of the subject property as a consequence of the amicable settlement's compromise instead of on a claim of ownership. The RTC also agreed with the MeTC's findings that respondents were able to establish their case by a preponderance of evidence,

and thus, saw no reason to disturb the conclusions reached by the MeTC.<sup>[26]</sup>

Petitioner and Meda filed a Motion for Reconsideration but the same was denied by the RTC in its Order<sup>[27]</sup> dated October 17, 2013.

On November 22, 2013, only petitioner filed, before the CA, a Petition for *Certiorari* under Rule 65 of the Rules of Court, assailing the Decision and Order of the RTC.

### ***The CA Ruling***

On December 13, 2013, the CA issued a Resolution dismissing the Petition for *Certiorari* on the ground that petitioner adopted the wrong mode of judicial review over the Decision of the RTC.

The CA held that the proper course of action for petitioner was to assail the judgment of the RTC by appeal *via* a Petition for Review under Rule 42 of the Rules of Court. Since the remedy of appeal was available to petitioner, the special civil action for *certiorari* could not be entertained - the aforesaid remedies being mutually exclusive, and not alternative or successive.<sup>[28]</sup>

Petitioner filed a Motion for Reconsideration of the Resolution of the CA. However, such motion was denied by the CA in its Resolution dated February 17, 2015. The CA rejected petitioner's invocation of substantial justice to exempt herself from the rigid application of technical rules on giving due course to her petition for *certiorari*. The CA also remarked that petitioner posited errors of judgment, which were the proper subjects of an appeal, and not errors in jurisdiction, which are the office of a petition for *certiorari*.<sup>[29]</sup>

Hence, petitioner filed the instant Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, raising the following issues:

- (1) Whether the CA deviated from the settled jurisprudence when it dismissed her petition for *certiorari* on the ground of being the wrong mode of appeal, notwithstanding the presence of persuasive and compelling reasons to apply the liberal construction of the rules in the interest of substantial justice; and
- (2) Whether the CA deviated from the settled jurisprudence in not giving due course to the petition for *certiorari* notwithstanding the presence of matters that require resolution on the merits of the case to effect substantial justice.<sup>[30]</sup>

Petitioner argues that the DOAS dated August 20, 1997, upon which respondents base their

right over the subject property, is null and void and could not confer any right or title in their favor as it was executed after the death of Quintin.<sup>[31]</sup> Further, petitioner points out that no SPA was presented in favor of Norman, even when such SPA was claimed to have been attached to the DOAS. Even assuming *arguendo* that there existed an SPA, the death of Quintin which occurred prior to the execution of the DOAS, extinguished the SPA to Norman.<sup>[32]</sup> Finally, petitioner argues that the MeTC does not have jurisdiction over the subject ejectment suit as it was filed after more than a year from the dispossession of the realty.<sup>[33]</sup>

In their Comment,<sup>[34]</sup> respondents state that there was nothing to add or detract from anything that was decided by the CA, further reminding that the MeTC and RTC found no merit in petitioner's cause. Respondents also argue that petitioner's continued occupation of the subject property without paying rent is enough ground to end their possession.<sup>[35]</sup>

In her Reply,<sup>[36]</sup> petitioner stresses the need to set aside technicalities to ensure resolution on the merits of the case.<sup>[37]</sup> She reiterates the arguments in her petition as reasons to warrant a review of the findings of the lower courts which she alleges to be based on speculation and misapprehension of facts that are glaringly erroneous as to constitute abuse of discretion.<sup>[38]</sup> Additionally, petitioner states that the lower courts erred in not considering Article 1317<sup>[39]</sup> and 1874<sup>[40]</sup> of the New Civil Code in resolving the matters of the case.<sup>[41]</sup>

## **The Court's Ruling**

The petition has merit.

### *Procedural Matters*

Evidently, petitioner availed of the wrong remedy before the CA by filing a special civil action for *certiorari* under Sec. 1, Rule 65<sup>[42]</sup> of the Rules of Court against the judgment of the RTC. When the RTC issued its January 9, 2013 Decision and denied petitioner's Motion for Reconsideration in its October 17, 2013 Order, it did so in the exercise of its appellate jurisdiction. In this case, the remedy of appeal under Sec. 1, Rule 42 was available to petitioner. Thus, the proper remedy would have been to file a petition for review from the RTC to the CA under Sec. 1, Rule 42 of the Rules of Court, which states:

**Section 1.** *How appeal taken; time for filing.* — A party desiring to appeal from a

decision of the Regional Trial Court rendered in the exercise of its appellate jurisdiction may file a verified petition for review with the Court of Appeals, x x x. The petition shall be filed and served within fifteen (15) days from notice of the decision sought to be reviewed or of the denial of petitioner's motion for new trial or reconsideration filed in due time after judgment. x x x.

However, instead of resorting to a petition for review under Rule 42, which should have been filed within 15 days from petitioner's receipt of the order denying her motion reconsideration, petitioner filed a special civil action for *certiorari* under Rule 65 of the Rules of Court with the CA. Petitioner filed a petition for *certiorari* on November 22, 2013,<sup>[43]</sup> or 31 days from the notice of the order denying her motion for reconsideration. Consequently, the period to file an appeal had already lapsed due to her negligence.

A petition for *certiorari* is a remedy focused on resolving the issue of whether a tribunal, board, or officer exercising judicial or quasi-judicial functions has acted without or in excess of its jurisdiction, or with grave abuse of discretion amounting to lack or excess of jurisdiction.<sup>[44]</sup> It is only available when the following essential requisites concur: (a) the petition must be directed against a tribunal, board, or officer exercising judicial or quasi-judicial functions; (b) the tribunal, board, or officer must have acted without or in excess of jurisdiction or with grave abuse of discretion amounting to lack or excess of jurisdiction; and (c) there is no appeal, nor any plain, speedy and adequate remedy in the ordinary course of law.<sup>[45]</sup> On the last requisite, it is clear that a petition for *certiorari* cannot be made a substitute for an appeal when the latter remedy is available but was lost through fault or negligence.<sup>[46]</sup> The Court has consistently emphasized that a special civil action for *certiorari* and an appeal are "mutually exclusive, not alternative or successive."<sup>[47]</sup>

Further, a petition for *certiorari* has an entirely different purpose than that of a regular appeal. While the latter is concerned with the correctness of the judgment of the lower courts on the merits, the former's primary concern is resolving whether the courts, in the exercise of its judgment, acted whimsically, capriciously, or even arbitrarily.<sup>[48]</sup> The proper remedy to obtain a reversal of judgment on the merits, final order, or resolution is an appeal. This holds true even when the error attributed to the court rendering the judgment is its lack of jurisdiction over the subject matter, or the exercise of power in excess thereof, or grave abuse of discretion in the findings of fact or of law set out in the decision, order, or resolution.<sup>[49]</sup>



Nevertheless, jurisprudence has laid down exceptions to the strict application of the rules. The Court allows the filing of a petition for *certiorari* under Rule 65 even if appeal is an available remedy (a) when public welfare and the advancement of public policy dictate; (b) when the broader interests of justice so requires; (c) when the writs issued are null and void; or (d) when the questioned order amounts to an oppressive exercise of judicial authority.<sup>[50]</sup>

This Court finds that petitioner's case falls under the second and fourth exceptions as patent errors on the assailed Decisions and Resolutions are extant.

Ejectment cases — forcible entry and unlawful detainer — are summary proceedings designed to provide expeditious means to protect actual possession or the right to possession of the property involved. The sole question that the courts resolve in ejectment proceedings is: who is entitled to the physical possession of the property, that is, to the possession *de facto* and not to the possession *de jure*. It does not even matter if a party's title to the property is questionable. In an unlawful detainer case, the only issue for resolution is physical or material possession of the property involved, independent of any claim of ownership by any of the parties. Where the issue of ownership is raised by any of the parties, the courts may pass upon the same in order to determine who has the right to possess the property. However, the adjudication is merely provisional and would not bar or prejudice an action between the same parties involving title to the property.<sup>[51]</sup>

Accordingly, when an ejectment case is filed, the trial court must determine whether plaintiff has the better right of possession *de facto* over the disputed property. Further, if any of the parties raises the issue of ownership, the trial court should have provisional determination on such issue, only for the purpose of resolving the issue of *de facto* possession.

In this case, the MeTC did not discuss said matters required in an ejectment case. The January 3, 2011 Decision merely stated the following:

x x x Plaintiff[s], through their Attorney-in-fact, claims to be the owner of subject lot by virtue of a Deed of Absolute Sale executed by Quintin Santiago, Jr., through the latter's Attorney-in-fact Norman Santiago and inked in plaintiff's favor. The answering defendants, on the other hand, assert ownership of the same land in question on the strength of the Amicable Settlement entered between the [defendants'] predecessors-in-interest and the registered owner



Quintin Santiago, Jr. on April 14, 1985 and claimed that the amount of P72,425.00 was already paid in consideration of the subject property as evidenced by copy of receipts. Defendants merely [rely] on such matter, however, said fact has not been established. By virtue of the deed of absolute sale, the plaintiffs [demanded] the defendants and all persons claiming rights under them to vacate the property and to deliver the same to the plaintiffs; however defendants failed and refused to vacate the subject premises despite demands. Under the circumstances, defendants whose right over the property has not been shown did not acquire a better right than that of the plaintiffs. [Defendants'] claim that the plaintiffs' allegation of ownership over the subject property is bereft of merit and the Deed of Absolute Sale executed by the previous owner is void has not been proven.

The Court finds that the [plaintiffs were] able to prove [their] ownership of the subject premises by preponderance of evidence it being the owners thereof. As the lawful owners, plaintiffs are entitled to the use and possession of the properties and have the right of action against a holder and possessor in order to recover the same (**Art. 428 of the New Civil Code**).

Basic is the rule that one who alleges a fact has the burden of proof. The Court finds that defendants failed to present convincing proof showing their lawful possession by ownership of the [property]. Neither was it substantiated that the plaintiff did not present any documentary evidence to support how it was able to secure the Deed of Absolute [Sale]. Allegations must be proven by sufficient evidence - mere allegation is not evidence.<sup>[52]</sup> (Emphasis in the original; citations omitted)

It can be gleaned from the decision that the supporting facts, discussion on probative value of the evidence, and the legal basis of the MeTC's conclusions above are clearly absent. The MeTC merely stated that respondents were able to prove ownership, and hence, they are entitled to the possession of the subject property, without substantially discussing the rationale behind it. A discussion on the validity of the DOAS is particularly important, even provisionally, given that respondents anchored their assertion of ownership and possession upon the same. In fact, such issue was particularly identified during the preliminary conference and mentioned by the trial court in its decision, viz.:

On preliminary conference, the parties failed to stipulate on any factual matter. The issues to be resolved by the Court as defined and delimited during the preliminary conference are as follows:

x x x x

**3. Whether or not the Deed of Absolute Sale attached to the complaint is valid;**

x x x x

**6. Whether [or] not the alleged Attorney-in-Fact in the Deed of Absolute Sale has authority to sell the parcel of land.**<sup>[53]</sup> (Emphases supplied)

However, such issues, which would have established the basis of respondents' *de facto* right of possession, were not discussed by the MeTC.

Worse, on appeal with the RTC, the issues raised by the parties remained unsettled. In its January 9, 2013 Decision, the RTC merely enumerated the evidence submitted by the parties and thereafter, concurred with the findings of the MeTC, summarily concluding that respondents had established their case by preponderance of evidence. The RTC also made a rudimentary discussion on the nature of an action for forcible entry and unlawful detainer but failed to apply and discuss how it was applied to the present case. Verily, there was no discussion at all on the legality of the DOAS and the SPA, even provisionally, which were so clearly brought forth by defendants in their Answer with Compulsory Counterclaim and Position Paper.<sup>[54]</sup> In conclusion, the RTC summarized its decision by stating that defendants failed to establish the legality of their material possession of the subject property by not complying with the terms and conditions of the amicable settlement; hence, respondents had a better right thereto.<sup>[55]</sup>

In *Yao v. Court of Appeals*,<sup>[56]</sup> the Court emphasized that the parties to a litigation should be informed of how it was decided, with an explanation of the factual and legal reasons that led to the conclusions of the court.<sup>[57]</sup> This is a requirement of due process and fair play.<sup>[58]</sup> A decision that does not clearly and distinctly state the facts and the law on which it is based leaves the parties in the dark as to how it was reached and is especially prejudicial to the losing party, who is unable to pinpoint the possible errors of the court for review by a higher tribunal.<sup>[59]</sup>

Additionally, the lower courts' decisions are infirm for being in contravention to the constitutional mandate of the courts in rendering a decision, to wit:

Article VIII, Section 14. No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based.

No petition for review or motion for reconsideration of a decision of the court shall be refused due course or denied without stating the legal basis therefor.<sup>[60]</sup>

As stressed in *San Jose v. NLRC*,<sup>[61]</sup> this Court has previously held that judges and arbiters should draw up their decisions and resolutions with due care and make certain that they truly and accurately reflect their conclusions and their final dispositions.<sup>[62]</sup> Accordingly, this Court will not hesitate to strike down decisions rendered not hewing to this Constitutional directive<sup>[63]</sup> when it is clearly shown that they were arrived at arbitrarily or in disregard of the evidence on record or when there is showing of fraud or error of law.<sup>[64]</sup> Thus, this Court cannot agree with the CA on the outright dismissal of the petition for *certiorari*. To do so would, in effect, sanction the otherwise defective decisions of the MeTC and the RTC.

The foregoing considered, this Court rules that the ends of justice would be better served if substantial issues are squarely addressed, especially since petitioner stands to lose a family home.<sup>[65]</sup> The broader interests of substantial justice, as well as the circumstances of the case, clearly show a justification for the relaxation of the rule on technical procedures. If a strict adherence to the application of the rules would result in a grave miscarriage of justice, this Court will not hesitate to relax the same in favor of substantial justice, which is after all the avowed purpose of all law and jurisprudence.<sup>[66]</sup> Accordingly, even though petitioner filed the wrong remedy before the CA, such procedural error may be set aside in the interest of substantial justice.

*Ejectment suits; cause of action; burden of proof*

In ejectment cases, the complaint must allege such statement of facts in order to bring the party clearly within the class of cases under Sec. 1, Rule 70 of the Rules of Court. Sec. 1 provides:

**Section 1.** *Who may institute proceedings, and when.* — Subject to the provisions of the next succeeding section, a person deprived of the possession of any land or building by force, intimidation, threat, strategy, or stealth, or a lessor, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or termination of the right to hold possession, by virtue of any contract, express or implied, or the legal representatives or assigns of any such lessor, vendor, vendee, or other person, may, at any time within one (1) year after such unlawful deprivation or withholding of possession, bring an action in the proper Municipal Trial Court against the person or persons unlawfully withholding or depriving of possession, or any person or persons claiming under them, for the restitution of such possession, together with damages and costs.

In *Sarmienta v. Manalite Homeowners Association, Inc.*,<sup>[67]</sup> the Court explained the two causes of action under Sec. 1, Rule 70 of the Rules, to wit:

There are two entirely distinct and different causes of action under the aforequoted rule, to wit: (1) a case for forcible entry, which is an action to recover possession of a property from the defendant whose occupation thereof is illegal from the beginning as he acquired possession by force, intimidation, threat, strategy or stealth; and (2) a case for unlawful detainer, which is an action for recovery of possession from the defendant whose possession of the property was inceptively lawful by virtue of a contract (express or implied) with the plaintiff, but became illegal when he continued his possession despite the termination of his right thereunder.

In forcible entry, the plaintiff must allege in the complaint, and prove, that he was in prior physical possession of the property in dispute until he was deprived thereof by the defendant by any of the means provided in Section 1, Rule 70 of the Rules either by force, intimidation, threat, strategy or stealth. In unlawful detainer, there must be an allegation in the complaint of how the possession of defendant started or continued, that is, by virtue of lease or any contract, and that defendant holds possession of the land or building “after the expiration or termination of the right to hold possession by virtue of any contract, express or implied.”<sup>[68]</sup>

It must be emphasized that unlawful detainer and forcible entry suits, under Rule 70 of the Rules of Court, are designed to provide expeditious means to restore physical possession of a piece of land or building to one who has been illegally or forcibly deprived thereof, without prejudice to the settlement of the parties' opposing claims of juridical possession in appropriate proceedings. Unlawful detainer and forcible entry suits are intended to avoid disruption of public order by those who would take the law in their hands supposedly to enforce their claimed right of possession. The issue in both cases is pure physical or *de facto* possession, and pronouncements made on questions of ownership are provisional in nature. Thus, the provisional determination of ownership in the ejectment case cannot be clothed with finality.<sup>[69]</sup>

Nevertheless, in ejectment cases, it is the plaintiff who has the burden of proof to establish by preponderance of evidence that he or she is entitled to the *de facto* possession. *Actori incumbit onus probandi*. This is a well-known postulate echoed by Sec. 1 of Rule 131 of the Rules of Court. In civil cases, the plaintiff, who is the party asserting the affirmative of an issue, has the burden of proof to establish by preponderance of evidence his or her allegations. He or she has the burden of presenting evidence required to obtain a favorable judgment, and he or she, having the burden of proof, will be defeated if no evidence were given on either side.<sup>[70]</sup>

In *C & S Fishfarm Corporation v. Court of Appeals*,<sup>[71]</sup> this Court stressed that the plaintiff in an ejectment suit has the burden of showing that the defendants entered the subject property by force, intimidation, threat, strategy, or stealth, or that it is the landlord, vendor, vendee or other person whose possession of the property had been unlawfully withheld by the defendants.<sup>[72]</sup>

Since ejectment is a possessory action, the plaintiff must show a right of possession that is present or immediate in the property sought to be recovered. Unless established, the defendant will prevail. Plaintiffs in ejectment must show their right to possession at the time the suit was instituted. Ejectment can be maintained only by one having a present exclusive right to possession.<sup>[73]</sup>

In this case, it was respondents who filed a complaint for unlawful detainer before the MeTC. Accordingly, they have the burden to establish that they have a right of possession, even merely *de facto*, over the subject property.

Here, respondents anchor their claim of *de facto* right of possession over the subject

property based on their alleged right of ownership - by virtue of the DOAS. As stated earlier, where the issue of ownership is raised by any of the parties, the courts may pass upon the same in order to determine who has the right to possess the property. Said adjudication is merely provisional and would not bar or prejudice an action between the same parties involving title to the property.<sup>[74]</sup>

However, it is notoriously apparent that there are severe legal infirmities that plague such claim. A cursory reading of the DOAS shows that it was executed on August 20, 1997 by respondents and Quintin, through an SPA with his attorney-in-fact, Norman.<sup>[75]</sup> Glaringly, Quintin already died on March 12, 1997,<sup>[76]</sup> or five months prior to the execution of the DOAS. It is settled that that the death of a person terminates contractual capacity.<sup>[77]</sup> Thus, Quintin does not have any legal personality to transfer any property rights after his death.

In *Arakor Construction and Development Corporation v. Sta. Maria*,<sup>[78]</sup> the Court declared that “[i]f any one party to a supposed contract was already dead at the time of its execution, such contract is undoubtedly simulated and false, and, therefore, null and void by reason of its having been made after the death of the party who appears as one of the contracting parties therein.”

In addition, Norman’s authority to sell the subject property of Quintin stems from an alleged SPA that was never submitted in evidence. Basic are the following Civil Code provisions:

**Article 1874.** When a sale of a piece of land or any interest therein is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void.<sup>[79]</sup>

**Article 1878.** Special powers of attorney are necessary in the following cases:

x x x x

(5)To enter into any contract by which the ownership of an immovable is transmitted or acquired either gratuitously or for a valuable consideration[.]<sup>[80]</sup>

**Article 1919.** Agency is extinguished:

x x x x

(3) By the death, civil interdiction, insanity or insolvency of the principal or of the agent[.]<sup>[81]</sup>

From these provisions, it is clear that under Article 1878, a special power of attorney is necessary for an agent to enter into any contract for the sale of real property. Not only that, Art. 1874 explicitly states that such authority for the sale of land through an agent, should be in writing, otherwise the sale shall be **void**. In *Dizon v. Court of Appeals*,<sup>[82]</sup> the Court held:

When the sale of a piece of land or any interest thereon is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void. Thus the authority of an agent to execute a contract for the sale of real estate must be conferred in writing and must give him specific authority, either to conduct the general business of the principal or to execute a binding contract containing terms and conditions which are in the contract he did execute. A special power of attorney is necessary to enter into any contract by which the ownership of an immovable is transmitted or acquired either gratuitously or for a valuable consideration. The express mandate required by law to enable an appointee of an agency (couched) in general terms to sell must be one that expressly mentions a sale or that includes a sale as a necessary ingredient of the act mentioned. For the principal to confer the right upon an agent to sell real estate, a power of attorney must so express the powers of the agent in clear and unmistakable language. When there is any reasonable doubt that the language so used conveys such power, no such construction shall be given the document.<sup>[83]</sup>

Verily, not only was the seller, Quintin, already deceased at the time of the sale on August 20, 1997, respondents also could not produce the mandatory requirement of a written SPA that would have authorized Norman to sell the land of Quintin. These are significant defects in the sale that renders the claim of ownership, including *de facto* possession, of respondents highly doubtful.

Respondents are then mistaken in their belief that the DOAS would confer to them any right whatsoever to the subject property. Settled is the rule that an agency is extinguished by the death of the principal.<sup>[84]</sup> It is by reason of the very nature of the relationship between a principal and an agent that any act of an agent after the death of his principal is void *ab*



*initio*, except as explicitly provided for in the New Civil Code: (1) Art. 1930<sup>[85]</sup> when the agency is coupled with an interest, and (2) Art. 1931<sup>[86]</sup> when the agent performed an act for the principal without knowledge of the principal's death and the third person who contracted with him acted in good faith.<sup>[87]</sup> Neither of which are alleged or applicable in this case. Additionally, it is not enough that the existence of an SPA be merely referred to in a deed of sale. It must be offered in evidence. If no evidence is offered, it only gives rise to the presumption that no such written authority exists.<sup>[88]</sup>

Thus, absent a written SPA and for want of authority, as the seller was already deceased at the time of sale,<sup>[89]</sup> the DOAS is void *ab initio*.<sup>[90]</sup> Respondents do not have any interest, rights, or claim over the subject property. Accordingly, they have not established their *de facto* right of possession because there is no right of ownership to speak of, even in the provisional sense.

The cause of action for an action for unlawful detainer is the act or omission by which a party violates the legal right of the other.<sup>[91]</sup> Meanwhile, the real party in interest as a complainant thereto is the landlord, vendor, vendee, or other person against whom the possession of any land or building is unlawfully withheld after the expiration or termination of his right to hold possession, by virtue of a contract, express or implied.<sup>[92]</sup> In other words, the plaintiff should have a right of possession over the property.

Not having acquired any right over the property in question, no right of respondents' could have been violated. Thus, respondents' evidence failed to prove their cause of action alleged in their pleadings. Due to the insufficiency of factual or legal basis to grant the complaint and the failure to establish their burden of proof, respondents' complaint should be dismissed.

As respondents failed to establish their burden of proof by preponderance of evidence regarding their *de facto* right of possession over the subject property, it is no longer necessary to discuss the evidence presented by petitioner, who is currently residing over the subject property.

It must be reiterated that in giving recognition to ejectment suits, the purpose of the law is to protect the person who in fact has actual possession, and in case of a controverted proprietary right, the law requires the parties to preserve the *status quo* until one or the other sees fit to invoke the decision of a court of competent jurisdiction upon the question of ownership.<sup>[93]</sup> It is obviously only just that the person who first acquired possession should

remain in possession pending this decision. To permit the contrary would be highly dangerous to individual security and disturbing to social order.<sup>[94]</sup>

**WHEREFORE**, the petition is **GRANTED**. The Resolutions dated December 13, 2013 and February 17, 2015 of the Court of Appeals in CA-G.R. SP No. 132787 are **REVERSED** and **SET ASIDE**. The complaint filed before the Metropolitan Trial Court of Quezon City, Branch 43, in Civil Case No. 40058 is **DISMISSED**.

**SO ORDERED.”**

*Hernando, Zalameda, Rosario, and Marquez, JJ., concur.*

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<sup>[1]</sup> Also referred to as “Liliagail C. Alfiler” in some parts of the *rollo* (see *rollo*, pp. 36, 54, 58, 60 and 67).

<sup>[2]</sup> *Rollo*, pp. 11-35.

<sup>[3]</sup> *Id.* at 69-72; penned by Associate Justice Victoria Isabel A. Paredes and concurred in by Associate Justices Japar B. Dimaampao (now a Member of this Court) and Myra V. Garcia-Fernandez.

<sup>[4]</sup> *Id.* at 74-76.

<sup>[5]</sup> *Id.* at 60-66; penned by Judge Bernelito R. Fernandez.

<sup>[6]</sup> *Id.* at 54-59; penned by Presiding Judge Manuel B. Sta. Cruz, Jr.

<sup>[7]</sup> *Id.* at 37.

<sup>[8]</sup> *Id.* at 77-78.

<sup>[9]</sup> *Id.* at 77.

<sup>[10]</sup> *Id.* at 79-83.

<sup>[11]</sup> *Id.* at 100.

<sup>[12]</sup> *Id.* at 36-43.

<sup>[13]</sup> Also referred to as “Medaliza C. Armamento” in some parts of the *rollo* (see *rollo*, pp. 36,

54, 58 60, 67 and 88).

<sup>[14]</sup> Also referred to as “A.B. Amorato” in some parts of the *rollo* (see *rollo*, pp. 36, 44, 54, 58, 60, 67 and 78).

<sup>[15]</sup> *Rollo*, pp. 97-99.

<sup>[16]</sup> *Id.* at 38.

<sup>[17]</sup> *Id.*

<sup>[18]</sup> *Id.* at 44-53.

<sup>[19]</sup> *Id.* at 88-96.

<sup>[20]</sup> *Id.* at 45-46; 89-90.

<sup>[21]</sup> *Id.* at 46-48; 92-95.

<sup>[22]</sup> *Id.* at 49-50; 95.

<sup>[23]</sup> *Id.* at 58.

<sup>[24]</sup> *Id.* at 57.

<sup>[25]</sup> *Id.* at 66.

<sup>[26]</sup> *Id.* at 65-66.

<sup>[27]</sup> *Id.* at 67-68.

<sup>[28]</sup> *Id.* at 71.

<sup>[29]</sup> *Id.* at 75-76.

<sup>[30]</sup> *Id.* at 21-22.

<sup>[31]</sup> *Id.* at 24-25.

<sup>[32]</sup> *Id.* at 25-27.

<sup>[33]</sup> *Id.* at 28-29.

<sup>[34]</sup> *Id.* at 118-120.

<sup>[35]</sup> *Id.* at 118-119.

<sup>[36]</sup> *Id.* at 121-128.

<sup>[37]</sup> *Id.* at 121-122.

<sup>[38]</sup> *Id.* at 123-124.

<sup>[39]</sup> **Article 1317.** No one may contract in the name of another without being authorized by the latter, or unless he has by law a right to represent him.

A contract entered into in the name of another by one who has no authority or legal representation, or who has acted beyond his powers, shall be unenforceable, unless it is ratified, expressly or impliedly, by the person on whose behalf it has been executed, before it is revoked by the other contracting party.

<sup>[40]</sup> **Article 1874.** When a sale of a piece of land or any interest therein is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void.

<sup>[41]</sup> *Rollo*, p. 124.

<sup>[42]</sup> **Section 1. *Petition for certiorari.*** — When any tribunal, board or officer exercising judicial or quasi-judicial functions has acted without or in excess of its or his jurisdiction, or with grave abuse of discretion amounting to lack or excess of jurisdiction, and there is no appeal, or any plain, speedy, and adequate remedy in the ordinary course of law, a person aggrieved thereby may file a verified petition in the proper court, alleging the facts with certainty and praying that judgment be rendered annulling or modifying the proceedings of such tribunal, board or officer, and granting such incidental reliefs as law and justice may require.

<sup>[43]</sup> *Rollo*, pp. 21.

<sup>[44]</sup> **Ro-Ann Veterinary Manufacturing, Inc. v. Bingbing**, 851 Phil. 260, 269 (2019).

<sup>[45]</sup> **Jerzon Manpower and Trading, Inc. v. Nato, G.R. No. 230211**, October 6, 2021.

<sup>[46]</sup> **Malayang Manggagawa ng Stayfast Phils., Inc. v. National Labor Relations Commission**, 716 Phil. 500, 513 (2013).

<sup>[47]</sup> **Madrigal Transport Inc. v. Lapanday Holdings Corporation**, 479 Phil. 768, 782 (2014).

<sup>[48]</sup> **Ro-Ann Veterinary Manufacturing, Inc. v. Bingbing**, *supra*.

<sup>[49]</sup> **Malayang Manggagawa ng Stayfast Phils., Inc. v. National Labor Relations Commission**, *supra* at 512- 513.

<sup>[50]</sup> **Bases Conversion and Development Authority v. Callangan, Jr., G.R. No. 241168**, August 22, 2022.

<sup>[51]</sup> **Barrientos v. Rapal**, 669 Phil. 438, 444 (2011).

<sup>[52]</sup> *Rollo*, p. 57.

<sup>[53]</sup> *Id.* at 56.

<sup>[54]</sup> *Id.* at 45-56; 55; 89-91.

<sup>[55]</sup> *Id.* at 63-66.

<sup>[56]</sup> 398 Phil. 86 (2000).

<sup>[57]</sup> *Id.* at 105; cited in **Go v. East Oceanic Leasing and Finance Corporation**, 824 Phil. 1, 6 (2018).

<sup>[58]</sup> **South Cotabato Communications Corporation v. Sto. Tomas**, 787 Phil. 494, 514 (2016).

<sup>[59]</sup> **NICOS Industrial Corporation v. Court of Appeals**, 283 Phil. 12, 18 (1992).

<sup>[60]</sup> Constitution (1987), Art. VIII, Sec. 14.

<sup>[61]</sup> **San Jose v. National Labor Relations Commission**, 355 Phil. 759 (1998).

<sup>[62]</sup> *Id.* at 768.

<sup>[63]</sup> **South Cotabato Communications Corporation v. Sto. Tomas**, *supra*.

<sup>[64]</sup> *Id.* at 505.

<sup>[65]</sup> **Heirs of Spouses Olarte v. Office of the President of the Philippines**, 667 Phil. 253, 264-265 (2011).

<sup>[66]</sup> **Ng Ching Ting v. Philippine Business Bank, Inc.**, 835 Phil. 965, 976 (2018).

<sup>[67]</sup> 647 Phil. 53 (2010).

<sup>[68]</sup> *Id.* at 61-62.

<sup>[69]</sup> **Barrientos v. Rapal**, *supra* note 51, at 447.

<sup>[70]</sup> **C & S Fishfarm Corporation v. Court of Appeals**, 442 Phil. 279, 289 (2002).

<sup>[71]</sup> *Id.*

<sup>[72]</sup> *Id.* at 289.

<sup>[73]</sup> *Id.* at 289-290.

<sup>[74]</sup> **Spouses Barias v. Heirs of Boneo**, 623 Phil. 82, 88 (2009).

<sup>[75]</sup> *Rollo*, pp. 97-98.

<sup>[76]</sup> *Id.* at 100.

<sup>[77]</sup> **Valenzuela v. Spouses Pabilani**, G.R. No. 241330, December 5, 2022.

<sup>[78]</sup> **G.R. No. 215006**, January 11, 2021.

<sup>[79]</sup> CIVIL CODE, Art. 1874.

<sup>[80]</sup> CIVIL CODE, Art. 1878.

<sup>[81]</sup> CIVIL CODE, Art. 1919.

<sup>[82]</sup> 444 Phil. 161 (2003).

<sup>[83]</sup> *Id.* at 165-166, cited in **Mactan-Cebu International Airport Authority v. Unchuan**, 786 Phil. 23, 38 (2016).

<sup>[84]</sup> **Sarsaba v. Vda. de Te**, 611 Phil. 794, 814 (2009).

<sup>[85]</sup> **Article 1930.** The agency shall remain in full force and effect even after the death of the principal, if it has been constituted in the common interest of the latter and of the agent, or in the interest of a third person who has accepted the stipulation in his favor.

<sup>[86]</sup> **Article 1931.** Anything done by the agent, without knowledge of the death of the principal or of any other cause which extinguishes the agency, is valid and shall be fully effective with respect to third persons who may have contracted with him in good faith.

<sup>[87]</sup> **Rallos v. Felix Go Chan & Sons Realty Corporation**, 171 Phil. 222, 229 (1978).

<sup>[88]</sup> **Spouses Alcantara v. Nido**, 632 Phil. 343, 351 (2010).

<sup>[89]</sup> **Article 1318.** There is no contract unless the following requisites concur:

- (1) Consent of the contracting parties;
- (2) Object certain which is the subject matter of the contract;
- (3) Cause of the obligation which is established. *Civil Code of the Philippines, Republic Act No. 386, June 18, 1949.*

<sup>[90]</sup> **Spouses Delos Reyes v. Court of Appeals**, 372 Phil. 522, 538 (1999).

<sup>[91]</sup> **Agustin v. Spouses Delos Santos**, 596 Phil. 630, 644 (2009).

<sup>[92]</sup> RULES OF COURT, Rule 70, Sec. 1.

<sup>[93]</sup> **Spouses Fernandez v. Spouses Co**, 639 Phil. 383, 399 (2010).

<sup>[94]</sup> **Mediran v. Villanueva**, 37 Phil. 752, 757 (1918).