

Title: Opulencia vs. Court of Appeals (1996)

Facts: Natalia Carpena Opulencia entered into a Contract to Sell with Aladin Simundac and Miguel Olivan concerning a 23,766-square meter lot in Sta. Rosa, Laguna. The lot was part of the estate of Opulencia's deceased father, Demetrio Carpena, subject to probate proceedings in Regional Trial Court (RTC), Branch 24, Biñan, Laguna. The plaintiffs, Simundac and Olivan, paid a P300,000 downpayment but claimed Opulencia failed to comply with her obligations under the contract.

Opulencia acknowledged the contract and receipt of the downpayment but presented defenses, claiming that the contract was not approved by the probate court, is null, and subsequently offered to return the downpayment, which the plaintiffs refused. The plaintiffs insisted the contract was valid, and the lack of probate court approval should not affect it. During the pre-trial conference, the parties agreed on several facts regarding the property and the pending probate proceedings.

After presenting their evidence, the plaintiffs faced a demurrer to evidence filed by Opulencia, essentially arguing the nullity of the contract due to lack of probate court approval. The RTC favored Opulencia and dismissed the complaint. On appeal, the Court of Appeals reversed the RTC decision and declared the Contract to Sell valid but subject to the administration proceedings of Demetrio Carpena's estate.

Issues:

1. Whether the Contract to Sell real property involved in testate proceedings requires probate court approval to be valid.
2. Whether the heir selling the property is estopped from questioning the validity of the transaction.

Court's Decision:

The Supreme Court found that the Contract to Sell is valid despite not having probate court approval. The Court emphasized that Opulencia, as the heir, possessed the right to sell her share in her father's estate from the moment of his death. The Court held that Rule 89 of the Rules of Court, requiring the probate court's approval for the executor or administrator to sell real estate, did not apply because Opulencia sold the property in her capacity as an heir and owner, not as an executrix or administrator.

Therefore, the petitioner's assertion that judicial approval was necessary was incorrect. Additionally, the Court found that the petitioner was estopped from backing out of the

contract after receiving the downpayment and thus prejudicing the respondents.

Doctrine:

The decision in *Opulencia vs. Court of Appeals* underscores the doctrine that he/she who has already received some benefit from a transaction cannot later on question its validity if it turns out to be detrimental to her/him.

Class Notes:

1. Heirship rights are vested immediately upon the decedent's death (Art. 777, Civil Code).
2. An heir may sell their prospective share of an estate subject to the outcome of ongoing probate proceedings.
3. Estoppel: A party cannot deny their acts, representations, or commitments when others have relied upon them.
4. Rule 89 of the Rules of Court requires probate court approval for the sale of estate properties by an executor or administrator, not by an heir selling their undivided share.

Historical Background:

The historical context for this legal issue lies in the handling of estate properties under Philippine law, specifically with respect to the powers and limitations placed on heirs, executors, or administrators during pending probate proceedings. The decision elucidates the extent of an heir's rights over their share of an estate property when such property is the subject of ongoing testate succession procedures and the importance of judicial approval when executors or administrators transact on behalf of the estate.