

****Title:**** Barcellano v. Bañas: The Mandate of Written Notice in Legal Redemption

****Facts:****

This case involves the legal redemption of Lot 4485 in Hindi, Bacacay, Albay, owned by the heirs of Bartolome Bañas. On 17 March 1997, the adjoining property owner, Vicente Medina, offered his lot for sale to the Bañas heirs, including respondent Dolores Bañas. Subsequently, on 3 April 1997, Medina sold the property to petitioner Armando Barcellano for P60,000.00, without the Bañas heirs' knowledge. Upon learning of the sale the next day, the Bañas heirs expressed their intention to redeem the property, but were informed that a sale had already been finalized. Attempts to resolve the dispute through the Barangay Council were unsuccessful, with Barcellano later offering to sell the property to the Bañas heirs for P90,000.00.

Dolores Bañas initially filed an action for legal redemption with the Regional Trial Court on 24 October 1997 but withdrew it citing economic difficulties. On 11 March 1998, Bañas filed another action for legal redemption. The trial court dismissed the complaint for failure of the Bañas heirs to make a formal offer to redeem and to file an action with consignment of the redemption price within the reglementary period. The Court of Appeals reversed the trial court's decision, ruling that the Bañas heirs had validly exercised their right of redemption through their action filed before the Barangay Council.

****Issues:****

1. Was the written notice under Article 1623 of the New Civil Code mandatory for the exercise of the right of legal redemption?
2. Did the filing of a complaint before the Barangay Council constitute exercise of the right of redemption?
3. Is a tender of payment and consignment required for the exercise of the right of redemption when the redemptioner files a case within the 30-day period?

****Court's Decision:****

The Supreme Court affirmed the decision of the Court of Appeals, holding that the written notice as required by Article 1623 of the New Civil Code is mandatory for the exercise of the right of legal redemption. The Court emphasized that actual knowledge of the sale does not replace the requirement for written notice. The Court further clarified that the filing of a complaint before the Barangay Council did not negate the requirement for written notice.

Consequently, without written notice, the 30-day period for the Bañas heirs to exercise their right of redemption had not commenced. The Court did not find it necessary to rule on the necessity of tender of payment and consignation, as the absence of written notice was dispositive of the case.

****Doctrine:****

The Supreme Court reiterated the indispensable nature of written notice for the exercise of the right of legal redemption under Article 1623 of the New Civil Code. Knowledge of the sale acquired in another manner does not satisfy the statutory requirement. The Court also underscored that deviations from the strict letter of the law regarding written notice are permitted only under extraordinary circumstances, not present in this case.

****Class Notes:****

1. ****Article 1623 of the New Civil Code:**** Mandates written notice to adjoining owners for the exercise of the right of legal redemption within thirty (30) days from receipt of such notice.
2. ****Legal Redemption:**** A right allowing adjoining owners to redeem property sold to third parties, contingent upon compliance with statutory procedures including written notice.
3. ****Rule in Interpretation:**** Clear and categorical statutory language precludes the necessity for interpretation - application of the law according to its express terms is required.

****Historical Background:****

The principle of legal redemption is rooted in safeguarding property consolidation and ensuring that adjoining landowners have the opportunity to purchase adjacent properties before strangers. The case underlines the Supreme Court's adherence to statutory requirements, emphasizing the importance of written notice in the context of real property transactions. This decision reflects the Court's commitment to upholding statutory procedural requirements in property law, demonstrating the critical role of formal legal procedures in protecting property rights.