

Title:

****Requina v. Erasmo: A Case of Double Sale and Forgery in the Philippine Legal Context****

Facts:

The genesis of this case involves a property dispute over a portion of Lot No. 1442-Q located in Cebu City, which was owned by Gregorio Bagano. Upon Gregorio's death, his inheritance was divided among his heirs, with Florentino Bagano receiving a 390-square-meter portion.

Florentino's lot was subsequently leased to Atty. Lawrence Parawan, who constructed a house on it and later sold this house to Dr. Enrique Hipolito. Dr. Hipolito then sold the house to Rufino B. Requina, Sr. and Aurea U. Ereño, marking the beginning of the disputants' claim to the property.

After Florentino Bagano passed away in 1994, his sole heir, Rosalita Bagano Nevado entered an Affidavit of Adjudication with Sale dated March 15, 1994, transferring a 102-square-meter portion of the property, where the house was situated, to Rufino Requina and Allan Ereño, Aurea's son.

Upon learning that respondent Eleuteria B. Erasmo presented a counterclaim to the property based on a Deed of Sale dated November 17, 1989, not found in the official record of the Regional Trial Court archive, the petitioners instituted a legal battle.

Issues:

1. Whether the Deed of Sale dated November 17, 1989, presented by Erasmo was a spurious document.
2. Applicability of Article 1544 of the Civil Code on double sale in this case.
3. Determination of which party, between the petitioners and respondent, holds a better right over the disputed property.

Court's Decision:

The Supreme Court granted the petition, reversing the decision of the Court of Appeals. The following key points were made in the decision:

1. ****Deed of Sale Dated November 17, 1989 as Spurious****: The Court found significant irregularities in the notarization process and a clear forgery in Florentino Bagano's

signature, diminishing the authenticity and legal weight of the Deed of Sale.

2. **Applicability of Article 1544**: Even assuming the validity of both sales, Article 1544 of the Civil Code would favor the petitioners since they registered the property in good faith first, making them the rightful owners.

3. **Rightful Ownership**: Given the established forgery, irregularities in documentation, and failure of the respondent to enact acts of ownership, the petitioners were deemed as the parties with a legitimate claim to the portion of the property in question.

Doctrine:

This case reaffirms the doctrine that in instances of double sale of immovable property, ownership is vested in the buyer who, acting in good faith, first registers the sale, as provided by Article 1544 of the Civil Code. It also emphasizes that forgery of a document nullifies any transaction deriving from it due to lack of authenticity and genuineness.

Class Notes:

1. **Double Sale of Immovable Property**: Article 1544 of the Civil Code becomes crucial when the same property is sold to different vendees. The ownership goes to the vendee who registers it in good faith first.

2. **Forgery in Legal Documents**: Establishing forgery requires a comparison between the alleged forged signature and the authentic signature, requiring clear, positive, and convincing evidence.

3. **Role of Notarization**: A defectively notarized document loses its public document status, necessitating a preponderance of evidence to establish its authenticity.

4. **Acts of Ownership**: A vendee must make known their acquisition and exercise acts of possession to assert ownership effectively over a disputed property, especially when aware of another's adverse possession.

Historical Background:

The *Requina v. Erasmo* case draws attention to common issues in the Philippine legal system regarding property disputes, particularly those involving double sale and forgery. It highlights the importance of diligence and good faith in property transactions and the

critical role of authentic and genuine documentation to establish and protect ownership rights.