

Title: Tortona vs. Gregorio: A Philippine Supreme Court Decision on Forged Signature in a Deed of Absolute Sale

Facts:

The case stemmed from a Deed of Absolute Sale dated February 14, 1974, allegedly between sisters Rufina Casimiro, the purported seller, and Rafaela Casimiro, the purported buyer. The petitioners, heirs of Rufina, contested the sale claiming Rufina's thumbmarks on the deed were forged since she was illiterate and always required assistance for thumbmarking documents.

The dispute began when petitioners discovered the properties co-owned by Rufina and Rafaela, among others, were supposedly sold to Rafaela. The discovery happened after being offered "balato" by their cousin Emilio Casimiro, suggesting Rufina's share had been sold. Investigating further, petitioners found the deed and subsequent transactions had allegedly transferred Rufina's shares to Rafaela's heirs.

Petitioners filed a complaint for recovery of real property with damages, arguing the sale was fraudulent due to the forged thumbmark of Rufina, illustrated by an expert's examination. The Regional Trial Court (RTC) ruled in favor of the petitioners. However, the Court of Appeals (CA) reversed the RTC's decision, citing the presumption of regularity for notarized documents. The case escalated to the Supreme Court on the grounds of determining the validity of the deed.

Issues:

1. Whether the Deed of Absolute Sale is void due to Rufina Casimiro's forged consent, assessed through the authenticity of her thumbmarks.
2. The applicability and effect of the presumption of regularity in notarized documents against clear and convincing evidence of forgery.

Court's Decision:

The Supreme Court ruled in favor of the petitioners, reinstating the RTC's decision. Key points included:

- The authenticity of thumbmarks being a factual issue that the Supreme Court delved into due to conflicting appellate court findings and the erroneous evaluation of evidence by the CA.
- The undermining of the presumption of regularity in notarized documents upon proof of clear and convincing evidence showing forgery.

- The reliability and credibility of expert witness testimony, specifically the expert from the National Bureau of Investigation (NBI), were significant in establishing the forgery.
- The Court critiqued the CA for overlooking the expert's clarification and maintained the thumbmarks on the Deed of Absolute Sale were indeed forged.

Doctrine:

A notarized Deed of Absolute Sale can be voided when proven, through clear and convincing evidence, that a party's thumbmark was forged. The presumption of regularity in notarized documents is disputable and can be overcome by substantial contrary evidence.

Class Notes:

- **Forgery of Thumbmarks:** Clear and convincing evidence is required to contest the authenticity of thumbmarks in notarized documents, demonstrating forgery.
- **Presumption of Regularity:** This jurisprudential principle holds that notarized documents are presumed regular and authentic unless contrary evidence is convincingly presented.
- **Role of Expert Witnesses:** Expert testimonies, especially involving technical matters like thumbmark verification, play a crucial role in litigation and are given significant weight by courts.

Historical Background:

The case highlights the stringent standards and due diligence required in property transactions, especially in proving the authenticity of consent through signatures or thumbmarks. It also exemplifies the evolving jurisprudence on the presumption of regularity for notarized documents vis-a-vis the probative value of expert testimony in Philippine legal proceedings.