

Hermelina Rama and Baby Rama Lauron v. Spouses Medardo Nogra and Purita Nogra, et al.

Facts:

Background on Property Ownership:

- The controversy involves an undivided portion of Lot No. 6034-C-2-H-4 (129 sqm) in Cebu City.
- Registered under the Heirs of Felix Rama: Hermelina Rama, Ricardo Rama, Lucina Rama Yamyamin, and Victoria Rama Fajardo.
- Baby Rama Lauron is Hermelina's daughter.

Sale and Dispute over Ricardo's Share:

- **September 10, 1992:** Ricardo Rama sold his one-fourth undivided share to Spouses Medardo and Purita Nogra for P35,000, payable in installments.
- **July 13, 2001:** Ricardo and Spouses Nogra executed a Deed of Absolute Sale upon full payment.
- Petitioners (Hermelina and Baby) were unaware of the sale until 2007.

Discovery and Legal Actions:

- **July 25 & September 9, 2007:** During barangay conciliation, Ricardo and Spouses Nogra confirmed the sale.
- **Noteworthy Points:**
- Hermelina offered to redeem the property but was denied a copy of the Deed and other sale details.
- Spouses Nogra later entered the property for partition, triggering another confrontation.

Legal Proceedings:

- **October 16, 2007:** Petitioners filed a Complaint for Annulment of Sale, Redemption, and Other Reliefs before the RTC.
- **October 26, 2007:** Petitioners consigned the full redemption price of P35,000 to the court.

RTC Decision:

- The RTC ruled Hermelina was properly notified of Ricardo's sale only on September 26, 2007.
- Directed Spouses Nogra to execute a Deed of Redemption in favor of Hermelina within ten days.

- Spouses Nogra appealed the decision.

CA Decision:

- **January 26, 2015:** CA reversed RTC's ruling, citing substantial compliance and actual knowledge of the sale.
- Dismissed the Complaint for being filed beyond the 30-day period from actual knowledge.

Issues:

1. Whether Hermelina was validly notified of the sale, hence the right to redeem.
2. Whether actual knowledge can substitute the written notice requirement under Article 1623 of the New Civil Code.
3. Whether actual notice and laches can justify the waiver of the written notice requirement.

Court's Decision:

Issue 1: Written Notice Requirement:

- **Court's Ruling:** The Supreme Court reiterated the indispensability of a written notice from the vendor.
- **Case Law Referenced:** De Conejero v. Court of Appeals and Verdad v. Court of Appeals upheld that the written notice is mandatory regardless of actual knowledge.
- **Outcome:** The written notice serves to ensure accuracy, remove uncertainties, and trigger the statutory 30-day period for redemption.

Issue 2: Actual Knowledge:

- **Court's Ruling:** Actual knowledge does not substitute the required written notice under Article 1623.
- **Court's Reasoning:** The purpose of written notice is clarity and certainty.
- **Outcome:** The Court dismissed the CA's argument that actual knowledge from the barangay proceedings sufficed.

Issue 3: Alonzo Doctrine (Laches and Actual Knowledge):

- **Court's Ruling:** The exceptions in Alonzo v. Intermediate Appellate Court were inapplicable here as there were no physical acts of dominion or laches (Hermelina actively pursued understanding and redeeming the share).
- **Outcome:** Enforced the strict requirement of written notice due to the absence of compelling equitable factors as in Alonzo.

Doctrine:

- **Reiterated Doctrine:** Written notice by the vendor under Article 1623 is mandatory and

essential for the redemption period's commencement.

- **Equity Exception:** Notice may be disregarded only when there is actual knowledge of sale details and laches (as per Alonzo, but not applicable in this case).

Class Notes:

1. **Legal Redemption:** A right afforded to co-owners to repurchase property sold to a third party within a specified period.
2. **Notice Requirement:** Article 1623 mandates a written notice from the vendor to commence the redemption period.
3. **Laches:**
 - Must involve unreasonable delay.
 - Knowledge of facts but failure to act equates to forfeiting rights.
4. **Exceptions to Written Notice:** Under specific conditions, such as in the Alonzo case, actual knowledge and laches might exempt formal written notice.

Relevant Statutes:

- **New Civil Code Article 1623:** "The right...shall not be exercised except within thirty days from the notice in writing by the prospective vendor, or by the vendor..."

Historical Background:

The case exemplifies the legal complexities in co-ownership and the administration of the right of redemption. It underscores the stringent adherence to statutory requirements, balanced against equitable considerations, a principle borne from civil law jurisprudence reflecting judicial restraint and statutory interpretation. The decision aims to eliminate ambiguities in property transactions and ensure transparent procedures among co-owners.