

# **Heirs of Amparo Del Rosario vs. Aurora O. Santos, et al.**

**Facts**

1. **Amparo Del Rosario Files Complaint**: On January 14, 1974, Amparo Del Rosario filed a complaint against spouses Andres and Aurora Santos for specific performance and damages. She alleged their failure to execute a Deed of Confirmation of Sale for 20,000 square meters of land from Lot 1, Psu-206650, located in Barrio Sampaloc, Tanay, Rizal.

2. **Contracts and Transactions**: The disputed Deed of Sale dated September 28, 1964, was notarized by Florencio Landrito. Plaintiff claimed the conditions for executing the Deed of Confirmation of Sale had been fulfilled, as title of the lot had been released and the subdivision plan approved by the Land Registration Commission. Amparo Del Rosario died on September 21, 1980, and was substituted by her heirs. Andres F. Santos died on September 5, 1980, and was substituted by his heirs.

3. **Defendants' Defense**: In their motion to dismiss, defendants (the heirs of Santos) argued lack of jurisdiction, lack of cause of action, and that the claim had prescribed, as the complaint was filed more than nine years after the deed of sale, alleging prescription per Article 1149 of the New Civil Code. They also asserted that the sale was an accommodation, and Erlinda Cortez's unpaid debt was set off by the same. They claimed the sale document was invalid and not notarized before the notary public mentioned.

4. **Procedural Posture in Lower Court**:

- **Complaint Filed**: January 14, 1974.

- **Opposition**: Plaintiff opposed the defendants' claims.

- **Answer and Counterclaim**: Defendants filed an answer with counterclaim, reiterating their defenses and adding more details.

- **Motion for Summary Judgment**: Plaintiff sought a summary judgment, suggesting no serious factual issues existed, and supported it with an affidavit of merits.

- **Opposition**: Defendants opposed the motion.

- **Pre-Trial and Evidence**: Plaintiff presented exhibits during pre-trial, which defendants admitted. Defendants did not present contrary evidence.

5. **Lower Court Decision**: Trial court granted summary judgment, ruling in favor of the plaintiff. Defendants were ordered to execute and convey 20,000 square meters of land, cover the costs of segregation and sale registration, and pay P2,000 for attorney's fees.

6. **Appeal to Court of Appeals**:

- Defendants filed an appeal, citing deprivation of procedural due process and error in the summary judgment.
- Court of Appeals certified the appeal to the Supreme Court, concluding that only questions of law were involved.

**## \*\*Issues\*\***

1. **\*\*Due Process\*\***: Did the lower court deprive the defendants of their right to procedural due process in rendering a summary judgment?
2. **\*\*Extinguishment of Claim\*\***: Was the claim by Amparo Del Rosario extinguished due to the alleged settlement of associated debts through Erlinda Cortez?
3. **\*\*Parol Evidence\*\***: Could the defendants introduce conditions allegedly modifying the terms of the written Deed of Sale through parol evidence?
4. **\*\*Ownership and Execution\*\***: Did Andres and Aurora Santos and subsequently their heirs have the obligation to execute the deed despite the claim that Custodio was the sole owner?
5. **\*\*Prescription\*\***: Did the action for specific performance prescribe under the law?
6. **\*\*Attorney's Fees\*\***: Was the awarding of attorney's fees to the plaintiff justified?

**## \*\*Court's Decision\*\***

1. **\*\*Procedural Due Process\*\***: The Court held that summary judgment was properly rendered as there was no genuine issue of material fact. The due execution of the Deed of Sale was admitted by the defendants, rendering further trial unnecessary (Issue I).
2. **\*\*Claim Extinguishment\*\***: The court rejected the claim of extinguishment, stating no sufficient evidence was provided to prove the alleged payment of debts through Erlinda Cortez (Issue II).
3. **\*\*Parol Evidence\*\***: The Court reiterated the parol evidence rule, preventing the introduction of conditions altering the written Deed of Sale. Defendants failed to fit within the exceptions to this rule (Issue III and IV).
4. **\*\*Ownership and Execution\*\***: The Supreme Court validated the sale under Art. 1461 of the New Civil Code concerning expected things. The appellants later acquired the title, making the specific performance request valid (Issue V and VI).
5. **\*\*Prescription\*\***: The Court ruled the action had not prescribed as it was filed within the ten-year period specified by Arts. 1144 and 1155 of the New Civil Code (Issue VI).

6. **Attorney's Fees**: The Court upheld the award of attorney's fees as justified due to the defendants compelling the plaintiff to litigate (Issue VII).

### **Doctrines**

- **Enforceability Under the Statute of Frauds**: A sale of real property need not be notarized to be enforceable; a written form suffices.
- **Parol Evidence Rule**: Written agreements embody the entire terms agreed; external terms altering the agreement are inadmissible unless fitting specific exceptions.
- **Specific Performance**: Under Article 1357 of the New Civil Code, the vendee can compel the vendor to execute the proper instrument for registration when necessary.

### **Class Notes**

- **Enforceability**: Written agreements of sale are enforceable without notarization.
- **Parol Evidence**. Parol evidence cannot alter written agreements unless exceptions apply (mistake, ambiguity).
- **Prescription**: Specific performance actions on written contracts must be filed within ten years (Arts. 1144 and 1155).
- **Ownership of Expected Things**: Contracts can be for things not yet in existence, subject to their eventual existence (Art. 1461).

### **Relevant Statutes**

- Article 1357, New Civil Code
- Articles 1144 and 1155, New Civil Code
- Article 1461, New Civil Code
- Section 7, Rule 130, Rules of Court

### **Historical Background**

This case illustrates the evolving jurisprudence on summary judgment and the enforceability of real property sales in Philippine law. It underscores the judiciary's approach to balancing comprehensive written agreements with equitable considerations and procedural due process. The ruling ensures that rightful claims, even on procedural technicalities, cannot be disregarded if fundamentally sound, providing clarity on ownership rights and contractual obligations.