

Title:

Gregorio Destreza vs. Atty. Ma. Gracia Riñoza-Plazo and Ma. Fe Alaras, G.R. No. 171251, 619 Phil. 775 (2009)

Facts:

1. **Death of Pedro L. Riñoza:** On November 16, 1989, Pedro L. Riñoza passed away, leaving his heirs, including Ma. Gracia R. Plazo and Ma. Fe R. Alaras.
2. **Request for Titles:** Plazo wrote to the Registry of Deeds of Nasugbu, Batangas, on April 30, 1991, requesting certified true copies of all titles in Riñoza's name, specifically TCT 40353 covering sugarland in Barangay Utod. The Registrar informed her that there were no transactions involving these titles.
3. **Missing Title:** On June 5, 1991, Plazo reiterated her request. The acting Register of Deeds furnished multiple titles except TCT 40353, which was missing. However, Plazo discovered another title, TCT 55396, at the Assessor's Office, canceling TCT 40353 and naming Gregorio M. Destreza and his wife as owners.
4. **No BIR Record:** On August 15, 1991, the Batangas City BIR certified no record of sale involving land with TCT 40353.
5. **Alaras's Testimony:** Alaras testified that Riñoza had given her a land title on August 1, 1989, for a potential mortgage.
6. **Complaint Filed:** Respondents filed a complaint on December 26, 1991, and an amended complaint on September 20, 1993, alleging irregularities in TCT 55396's issuance and requesting it be nullified and TCT 40353 be restored.
7. **Register of Deeds' Denial:** Atty. Bonuan, the Register, denied that TCT 40353 was missing and maintained no transaction was recorded for it.
8. **Petitioner's Defense:** Destreza testified he bought the land on June 16, 1989, for P100,000.00. He received possession of TCT 55396 within a month.
9. **RTC's Decision:** The RTC declared TCT 55396 null and void, ordering the restoration of TCT 40353 and Destreza to surrender the land after receiving P60,000.00 from Riñoza's estate.
10. **CA's Affirmation with Modification:** The CA affirmed the RTC's judgment but removed the P60,000.00 payment requirement.

Issues:

1. **Nullification of the Deed of Sale:** Whether evidence warranted nullifying the deed of sale executed between Riñoza and the Destreza spouses.
2. **Burden of Proof:** Whether the CA erred regarding the burden of proof required to question a notarized deed.

Court's Decision:

1. **Authenticity Presumption:** The Court overturned the CA, reiterating that a notarized deed enjoys a presumption of authenticity. The CA wrongly shifted the burden to the Destrezas to present further evidence to validate a public document.
2. **Validity of the Deed of Sale:**
 - The deed executed by Riñoza was notarized and should be admitted as evidence. The notarization meant it was presumed authentic and valid.
 - **Reg. of Deeds' Premature Release:** Although Bonuan prematurely handed a copy of TCT 55396 to Riñoza when not all requirements had been met, this irregularity did not affect the deed's validity.
3. **Insufficient Proof of Fraud:**
 - **Payment Discrepancy & Record-Keeping:** While discrepancies in the sale price (P100,000.00 vs. P60,000.00) and the absence of receipts were noted, they didn't invalidate the sale.
 - **Absence of Tax Receipts:** The lack of presenting tax receipts for the land did not impact the deed's validity.
4. **Conclusiveness of Respondents' Evidence:** Plazo and Alaras failed to present clear and convincing evidence to invalidate the notarized deed of sale.

Doctrine:

- **Presumption of Authenticity:** Notarized documents are prima facie evidence of the facts they attest unless overcome by clear and convincing evidence.
- **Burden of Proof in Fraud Allegations:** The party alleging fraud must present clear and convincing evidence; mere speculations or irregularities in title registration do not suffice.

Class Notes:

- **Presumption of Regularity & Authenticity:** All notarized documents should be presumed regular unless compelling evidence dictates otherwise.
- **Burden of Proof:** The burden lies on those challenging the document's authenticity.
- **Effect of Registration:** The registration of deeds serves to notify third parties and does not affect contractual validity between parties.
- **Case Law Example:** *Gonzales v. Ramos*, 499 Phil. 345 (2005) - notarized documents presume regularity.

Historical Background:

The case reflects ongoing issues within the Philippine legal system regarding documentation authenticity and the notarization process. It highlights the pivotal role of proper registration and record management, especially for land transactions, in avoiding legal disputes. It also implicitly underscores the vulnerabilities inherent in estate administration following the landowner's death.