

**THIRD DIVISION**

[ G.R. No. 191278. March 29, 2023 ]

**MUNICIPALITY OF STA. MARIA, BULACAN, MAYOR BARTOLOME RAMOS AND MEMBERS OF THE SANGGUNIANG BAYAN OF STA. MARIA, BULACAN, PETITIONERS, VS. CARLOS A. BUENAVENTURA, RESPONDENT.**

**D E C I S I O N**

**GAERLAN, J.:**

Before the Court is a petition for review on *certiorari*<sup>[1]</sup> under Rule 45 of the Rules of Court seeking to annul and set aside the Decision<sup>[2]</sup> dated October 26, 2009, of the Court of Appeals (CA) in CA-G.R. CV No. 90850, and its Resolution<sup>[3]</sup> dated February 2, 2010, denying the motion for reconsideration thereof. The assailed decision granted the respondent's appeal and set aside the Decision<sup>[4]</sup> dated September 18, 2007, of the Regional Trial Court (RTC) of Malolos, Bulacan, Branch 14, in Civil Case No. 766-M-2002.

**Antecedents**

On October 11, 2002, the respondent filed a complaint for sum of money and damages against the petitioners Municipality of Sta. Maria Bulacan, its then Mayor Bartolome R. Ramos (Mayor Ramos), and the Municipal Members of the *Sangguniang Bayan* (SB) of Sta. Maria, Bulacan (collectively, petitioners). In his Complaint, the respondent alleged that he is the registered owner of a parcel of land located at Barangay Guyong, Sta. Maria, Bulacan, consisting of an area of 17,102 square meters and covered by Transfer Certificate of Title (TCT) No. T-61427(M) of the Registry of Deeds of the Province of Bulacan. He claimed that without his knowledge and consent, the petitioners took possession and constructed a road on approximately 998.75 square meters of the subject property. Upon discovery thereof, the respondent wrote to Mayor Ramos demanding the removal of the constructed road.<sup>[5]</sup>

Subsequently, meetings were held between the respondent and Mayor Ramos which led to a draft memorandum of agreement (MOA) in which the respondent agreed to allow the petitioners to use the subject portion of his property until 2004; thereafter, the petitioners committed to return the property to the respondent in its original condition.<sup>[6]</sup> The draft MOA was submitted to the SB of Sta. Maria for approval. However, after deliberations, the

petitioner SB, found the draft MOA beneficial only for the respondent. Thus, in *Kapasiyahan Bilang 2002-112*<sup>[7]</sup> dated August 26, 2002, it refused to give authority to Mayor Ramos to sign the same. This prompted the respondent to file the instant complaint, in which he prayed among others, for the payment of reasonable rent from the time the road was constructed until the same is restored to its original condition and returned to him.<sup>[8]</sup>

In response, the petitioners filed a Motion to Dismiss in lieu of an Answer. The petitioners argued that the complaint has no cause of action as the land in which the road was constructed belongs to Barangay Guyong, Sta. Maria, Bulacan by virtue of a Deed of Donation executed by the respondent in the latter's favor.<sup>[9]</sup>

Their motion having been denied by the RTC in its Order dated August 8, 2003, the petitioners filed an Answer in which they affirmed that they are uncertain as to whether the portion in which the road was constructed belongs to the respondent and that, at any rate, the construction was undertaken only upon prior knowledge that the property was donated in favor of Barangay Guyong.<sup>[10]</sup>

After trial, on September 18, 2007, the RTC rendered its Decision,<sup>[11]</sup> the dispositive portion of which reads:

WHEREFORE, in view of the foregoing, judgment is hereby rendered ordering the Dismissal of the complaint.

Costs against plaintiff.

SO ORDERED.<sup>[12]</sup>

In its decision, the RTC held that the notarized Deed of Donation which has the respondent's signature is a public document and as such is admissible without further proof of its authenticity and is entitled to full faith and credit. The RTC adjudged that the Deed of Donation is deemed valid until annulled in a proceeding specifically lodged for the purpose, not the one before it which is a case for sum of money and damages. Accordingly, it held that the petitioners acted in good faith in relying upon the Deed of Donation as the basis for its construction on the subject property and are not liable for damages.<sup>[13]</sup>

Aggrieved, the respondent then filed an appeal before the CA which rendered the herein assailed Decision<sup>[14]</sup> on October 26, 2009, the dispositive portion of which reads:

WHEREFORE, in consideration of the foregoing premises, the instant appeal is hereby **granted**. Accordingly, the decision of the court **a quo** dated September 18, 2007 is perforce **reversed**. Judgment is hereby rendered ordering the [petitioners] at their own expense, to remove and demolish the subject road and restore it to its original condition. Moreover, the [petitioners] are adjudged to pay the [respondent] as and by way of rentals at the rate of P2,000.00 per month commencing in June 2001 until said illegally constructed road is removed and returned to the latter, and the costs of suit.

SO ORDERED.<sup>[15]</sup>

In resolving the appeal in favor of the respondent, the CA ruled that the burden rests upon the party who asserts the truth of a fact. In this case, the CA held that it is incumbent upon the petitioners to prove that the subject property on which the construction was made is the same portion that is the subject of the Deed of Donation which the respondent allegedly executed in favor of Barangay Guyong and that the respondent's signature in the document is authentic.<sup>[16]</sup>

The CA adjudged that the petitioners failed to discharge the burden of proof. In contrast, the CA found that the respondent was able to present convincing evidence that his signature in the Deed was forged particularly when the same is held in comparison with that in the verification/certification portion of the Complaint.<sup>[17]</sup>

Therefore, having established that the Deed of Donation was forged, the CA held that the respondent is entitled to the removal of the construction, compensation for use of his land, and damages pursuant to Article 449 of the New Civil Code.<sup>[18]</sup> Nevertheless, the CA denied the respondent's claim for rentals in the amount of P25,000.00 ratiocinating that the same partakes of the nature of actual damages which must be supported by proof. In the absence of proof or agreement as to the amount of monthly rentals, the CA awarded in favor of the respondent temperate damages in the amount of P2,000.00 per month computed from the time he has been removed from possession thereof and prevented to the use of the subject property.<sup>[19]</sup> The CA similarly denied the respondent's claim for moral damages, litigation expenses, and attorney's fees for lack of basis.<sup>[20]</sup>

The petitioners sought a reconsideration of the said decision, but the CA denied it in its Resolution<sup>[21]</sup> dated February 2, 2010.

In the instant petition, the petitioners submit the following issues for the Court's disposition:

- I. Whether or not the notarized Deed of Donation being a public document is considered valid until nullified in a separate and proper proceeding;
- II. Whether or not the burden of proof lies on the petitioners that the Deed of Donation is not a forgery.
- III. Whether or not [the] petitioner municipality is in bad faith for constructing a road over the property covered by a notarized deed of donation and consequently pay rentals for its use.<sup>[22]</sup>

Succinctly, the Court is tasked to resolve whether or not the subject Deed of Donation is valid and sufficient to support the petitioners' construction on the subject premises.

### **Ruling of the Court**

The petition is ***partly meritorious***.

In gist, the instant Petition invites the Court to make a determination as to the authenticity of the respondent's signature in the deed of donation. Forgery is an issue that is essentially factual in nature, and as such beyond the province of the instant petition for review on *certiorari* which is limited to errors of law.<sup>[23]</sup> However, the rule is not absolute and admits of exceptions. In the case at bar, as the findings of fact of the CA are contrary to those of the RTC, the Court may review the records and evidence anew in resolving this appeal.<sup>[24]</sup>

As a rule, forgery cannot be presumed. It must be proved by clear, positive, and convincing evidence. The burden rests upon the party alleging forgery to prove his or her case by preponderance of evidence.<sup>[25]</sup>

Forgery can be established by a visual comparison between the alleged forged signature and the authentic and genuine signature of the person whose signature is theorized to have been forged. On this matter, the opinion of handwriting experts is not conclusive upon the courts, particularly when "the question involved is mere handwriting similarity or dissimilarity, which can be determined by a visual comparison of specimens of the questioned signatures with those of the currently existing ones." In determining whether there has been forgery, the judge is not bound to rely upon the testimonies of handwriting experts. The judge must conduct an independent examination of the questioned signature to arrive at a reasonable conclusion as to its authenticity.<sup>[26]</sup>

In this case, the Court agrees with the conclusion of the CA that the respondent's signature on the deed is a forgery. The respondent established by preponderance of evidence that his signature on the instrument is a forgery, viz.:

Firstly, by the bare look on the signature of the [respondent] as found in the verification/certification portion of his complaint vis-à-vis his signature appearing on the questioned Deed of Donation, one would show patent and distinct dissimilarities thereof; and secondly, the [Kapasiyahan] Bilang 2002-112 dated August 26, 2002 supported the [respondent's] claim that [Mayor Ramos'] had agreed, among others, to remove the subject road, restore the place to its original condition and return the portion utilized to the former immediately after the year 2004. Otherwise, if [Mayor Ramos] had no such agreement with the [respondent] there was no rhyme and reason at all why the said [kapasiyahan] should have been passed, which in effect, disapproved the authority of the Mayor to sign the said agreement.<sup>[27]</sup>

Indeed, a simple visual examination and comparison of the specimen signatures of the respondent in the Verification and Certification of his Complaint<sup>[28]</sup> as well as of his letter of demand<sup>[29]</sup> to Mayor Ramos dated May 14, 2002, with that in the subject Deed of Donation,<sup>[30]</sup> clearly reveals that they are not one in the same and have been affixed by different persons. The petitioner did not submit any countervailing evidence, thus, based on the weight of evidence presented, the Court is more inclined to rule on the respondent's favor. Moreover, the execution and the terms of the *Kapasiyahan* is an implied recognition of the respondent's ownership over the subject portion of the property. Otherwise stated, there would not be any need for the passing of *Kapasiyahan*, if the subject portion had indeed been donated in favor of Barangay Guyong.

Having concluded that the donation is ineffectual as the respondent's signature therein is forged and spurious, the Court now determines the rights of the respondent.

In this case, it is indubitable that there is taking of the respondent's property by the petitioner. Guided by the recent pronouncement by the Court in the fairly similar case of *Heirs of Spouses Mariano, et al. v. City of Naga*,<sup>[31]</sup> recovery of possession may no longer be had as the return of the subject property is no longer feasible as a road has already been constructed thereon. Thus, in the higher interest of justice, in order to prevent irreparable injury that may result if the subject property were to be surrendered and the public would

be prevented from having access to the road, payment of just compensation is warranted under the premises reckoned from the time of taking on April 11, 2002, the date when the petitioner took possession and constructed a road on the respondent's property.<sup>[32]</sup> Further, as it is established that the petitioner illegally took over the property, the former must pay the respondent the amount of Three Hundred Thousand Pesos (P300,000.00) as exemplary damages.<sup>[33]</sup> As the respondent was constrained to litigate to protect his interest, an award of Seventy-Five Thousand Pesos (P75,000.00) is fair and reasonable under the premises.<sup>[34]</sup>

**WHEREFORE**, in consideration of the foregoing disquisitions, the Decision dated October 26, 2009 and Resolution dated February 2, 2010 of the Court of Appeals in CA-G.R. CV No. 90850, are hereby **AFFIRMED with MODIFICATIONS**, in that:

1. the order for the petitioners to remove and demolish the subject road and restore it to its original condition is hereby **DELETED**;
2. the award of monthly rental in favor of the respondent is likewise **DELETED**;
3. the petitioners are **ORDERED** to pay the respondent just compensation equivalent to the fair market value of the property at the time of taking on April 11, 2002, with legal interest thereon at the rate of six percent (6%) *per annum* until full payment; and
4. the petitioners are **ORDERED** to pay the respondent exemplary damages in the amount of Three Hundred Thousand Pesos (P300,000.00) and attorney's fees of Seventy-Five Thousand Pesos (P75,000.00).

Finally, the case is **REMANDED** to the Regional Trial Court (RTC) of Malolos, Bulacan, Branch 14, for the determination of just compensation, which is hereby **DIRECTED** to resolve the instant case with dispatch.

**SO ORDERED.**

*Caguioa (Chairperson), Inting, Zalameda,\* and Singh, JJ., concur.*

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\* Designated additional Member per Raffle dated August 9, 2022.

<sup>[1]</sup> *Rollo*, pp. 9-18.

<sup>[2]</sup> *Id.* at 19-31. Penned by Associate Justice Bienvenido L. Reyes (a former Member of the Court), with Associate Justices Japar B. Dimaampao (now a Member of the Court) and Antonio L. Villamor (now retired), concurring.

<sup>[3]</sup> *Id.* at 32-33.

<sup>[4]</sup> *Id.* at 34-39. Rendered by Presiding Judge Petrita Braga Dime.

<sup>[5]</sup> *Id.* at 19-20.

<sup>[6]</sup> *Id.* at 20 and 28.

<sup>[7]</sup> Records, p. 88.

<sup>[8]</sup> *Rollo*, pp. 20-21.

<sup>[9]</sup> *Id.* at 21.

<sup>[10]</sup> *Id.*

<sup>[11]</sup> *Id.* at 34-39.

<sup>[12]</sup> *Id.* at 39.

<sup>[13]</sup> *Id.* at 38-39.

<sup>[14]</sup> *Id.* at 19-31.

<sup>[15]</sup> *Id.* at 30.

<sup>[16]</sup> *Id.* at 27.

<sup>[17]</sup> *Id.* at 27-28.

<sup>[18]</sup> *Id.* at 28-29.

<sup>[19]</sup> *Id.* at 29.

<sup>[20]</sup> *Id.* at 29-30.

<sup>[21]</sup> *Id.* at 32-33.

<sup>[22]</sup> *Id.* at 14.

<sup>[23]</sup> **Philippine Savings Bank v. Sakata**, G.R. No. 229450, June 17, 2020.

<sup>[24]</sup> **Medina v. Mayor Assistio, Jr.**, 269 Phil. 225, 232 (1990).

<sup>[25]</sup> **Gepulle-Garbo v. Sps. Garabato**, 750 Phil. 846, 855-856 (2015).

<sup>[26]</sup> *Id.* at 856-857.

<sup>[27]</sup> *Rollo*, pp. 27-28.

<sup>[28]</sup> Records, p. 7.

<sup>[29]</sup> *Id.* at 9.

<sup>[30]</sup> *Id.* at 23.

<sup>[31]</sup> 827 Phil. 531 (2018).

<sup>[32]</sup> *Rollo*, pp. 37-38.

<sup>[33]</sup> Records, p. 23.

<sup>[34]</sup> *Id.*, Decision dated March 12, 2018; CIVIL CODE OF THE PHILIPPINES, Article 2208.