

ARNOLD J. DIAZ THRU HIS REPRESENTATIVE, RAFAEL J. DIAZ, PLAINTIFF-APPELLEE, VS. SOLEDAD NAMBAYAN AND ALL PERSONS CLAIMING UNDER THEM, DEFENDANTS-APPELLANTS.

Ponente: CRUZ, R.A., J.

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CRUZ, R.A., J.:

THE CASE

This is an appeal under Rule 41 of the Rules of Court seeking to reverse and set aside the Decision dated January 20, 2012[1] of the Regional Trial Court (RTC) of Cavite City, Branch 16 in Civil Case N-7914, the dispositive portion of which reads as follows:

“ xxx xxx xxx

WHEREFORE, premises considered, judgment is hereby rendered in favor of Plaintiff Arnold J. Diaz, ordering the defendant Soledad Nambayan and all persons claiming rights under her to (sic):

1. To vacate the subject premises and surrender physical possession thereof to the plaintiff;
2. To pay jointly and severally, the amount of Three Thousand Pesos (P3,000.00) per month to plaintiff for the use and occupation of the property from the time of the filing of the instant complaint until the subject premises is actually vacated; and
3. To pay jointly and severally, the amount of Fifteen Thousand Pesos (P15,000.00) as attorney's fees and One Thousand Five Hundred Pesos (P1,500.00) per court appearance, with costs.

SO ORDERED.

xxx xxx xxx “

THE ANTECEDENTS

On March 6, 2008, Arnold J. Diaz thru his representative Rafael J. Diaz, as plaintiff, filed a complaint for recovery of possession against Soledad Nambayan, as defendant, before the Regional Trial Court (RTC) of Cavite City, Branch 16, docketed as Civil Case No. N-7914.[2]

On April 10, 2008, plaintiff filed a motion for leave to amend complaint and for admission of the Amended Complaint.[3] The allegations of the Amended Complaint[4] are quoted hereunder, viz:

" xxx xxx xx

2. That the plaintiff is true, lawful, registered and absolute owner in fee simple of that parcel of land containing an area of TWO HUNDRED (200) SQ. METERS as described and embraced in TCT No. T-22979 of the Register of Deeds of Cavite City;
3. That the plaintiff has declared the said property under Tax Declaration No. 99-00204 of the City Assessor's

Office of Cavite xxx and he has been (sic) likewise been paying continuously without fail the real property tax on the said property and latest of which the payment made for the year 2008 under Real Property Tax Official Receipt No. 9105633 dated December 26, 2007, xxx

4. That sometime in the month of December 2005, the plaintiff thru his representative Rafael J. Diaz, discovered, through information from the Barangay officials of Brgy. 10-B and other persons from said barangay that the defendants occupied the registered properties of the plaintiff without any permission whatsoever from the owners of said parcel of land, making them illegal occupants, interlopers, and squatters of said parcel of land now owned by the plaintiff;

5. That defendant and/or their predecessors in interest never bothered and deliberately refused to check the land, either by clarifying or verifying with the City Register of Deeds, the City Assessor of Cavite or by a private land surveyor or a licensed Geodetic Engineer if the land they possessed and occupying is a registered and titled land or not;

6. That after a relocation survey of the property latest of which was conducted by Geodetic Engineer Rommel T. Bautista, on November 8, 2007, it was definitely verified and established that the defendant and her family have possessed, occupied, trespassed the property of the plaintiff and his predecessors-in-interest and put up or erected a residential building on the portion of the aforesaid property without the consent of the plaintiff or his predecessors who is the registered owner of the property, and that the defendant have physically dispossessed the plaintiff and its previous owners illegally, alleging and pretending and falsely claiming that the land is of public domain. xxx xxx

7. That the plaintiff failing to secure the voluntary removal of the structures thereon erected by the defendant, to vacate and surrender voluntarily the premises, brought cases for ejectment against the defendant before the Lupon of Barangay 10B and for failure to reach settlement the Lupon of Barangay 10B issued a Certificate to File Action in court xxx xxx

8. That in view of the obstinate refusal of the defendant to vacate the premises, formal written demand dated February 24, 2006 was sent to the defendant herein thru registered mail on February 28, 2006 and the written demand was duly received by the defendant xxx

9. That in spite also of the written demand for her to vacate the premises and remove her residential structures and surrender possession of the said portion of land the defendant still obstinately refuse to vacate the said premises and to dismantle the structures thereon erected up to the present;

10. That in view of the lack of verbal or written lease agreement or verbal or written consent to occupy the said parcels of land from the present owners and his predecessors in interest, it is therefore evident that she occupied and built her house on the said parcel of land illegally;

11. That at present, the defendant has been illegally occupying said parcel of land for MORE THAN ONE YEAR to be counted from December 2005 or the date when the plaintiff discovered the illegal occupation up to March 3, 2008 or the time of the filing of this complaint. xxx xxx

xxx xxx xxx “

By Order dated April 15, 2008,[5] the RTC granted the motion and admitted the Amended Complaint.

In her Answer,[6] defendant denied taking possession of any portion of the subject land. She argued that she had lawful possession of the subject land since 1984 by virtue of an Agreement dated August 22, 1984 executed in her favor by A. Sison & Sons, Inc., the former owner of the subject land.

In a Decision dated January 20, 2012,[7] the RTC found that there was no valid transfer of the subject land from A. Sison & Sons, Inc. to defendant. It also held that the plaintiff, as the registered owner, has the right to enjoy

and dispose the subject property without other limitations than those established by law, hence, it decreed that:

“ xxx xxx xxx

WHEREFORE, premises considered, judgment is hereby rendered in favor of Plaintiff Arnold J. Diaz, ordering the defendant Soledad Nambayan and all persons claiming rights under her to (sic):

1. To vacate the subject premises and surrender physical possession thereof to the plaintiff;
2. To pay jointly and severally, the amount of Three Thousand Pesos (P3,000.00) per month to plaintiff for the use and occupation of the property from the time of the filing of the instant complaint until the subject premises is actually vacated; and
3. To pay jointly and severally, the amount of Fifteen Thousand Pesos (P15,000.00) as attorney's fees and One Thousand Five Hundred Pesos (P1,500.00) per court appearance, with costs.

SO ORDERED.

xxx xxx xxx “

Aggrieved, defendant filed a Notice of Appeal[8] which the RTC gave due course in its Order dated February 29, 2012.[9]

THE ASSIGNED ERRORS

Defendant, as appellant, raises the following arguments, that:

I. THE COURT A QUO COMMITTED SERIOUS REVERSIBLE AND PALPABLE ERROR WHEN IT DECLARED THAT PLAINTIFF-APPELLEE HAS THE ABSOLUTE RIGHT TO TAKE AND ENJOY FULL POSSESSION OF THE SUBJECT PROPERTY;

1. THE COURT A QUO COMMITTED SERIOUS REVERSIBLE AND PALPABLE ERROR WHEN IT DECLARED THAT THE INDEFEASIBILITY OF A CERTIFICATE OF TITLE APPLIES TO THE SUBJECT PROPERTY OBTAINED BY PLAINTIFF-APPELLEE.

Defendant-appellant, in her brief,[10] asserts that the only issue in an action for recovery of possession or accion publiciana is possession de facto and not title. Since she immediately took lawful possession of the subject land since August 22, 1984 and introduced improvements thereon, she is entitled to remain thereon.

She adds that the rule on indefeasibility of title is inapplicable because plaintiff-appellee knows that she and her family have been occupying the subject property. The latter cannot therefore be considered an innocent purchaser in good faith.

On the other hand, plaintiff-appellee maintains that he has legal title and ownership over the subject land. And, as the registered owner, he has a right to recover possession of the same from the defendant-appellant who is unlawfully occupying the property.

He also claims that the arguments raised by defendant-appellant are collateral attacks to the certificate of title which is prohibited under Section 48, P. D. No. 1529. A certificate of title is not subject to collateral attack and any issue as to the validity thereof can only be raised in an action instituted for that purpose and not in an accion publiciana.

OUR RULING

Accion publiciana, also known as accion plenaria de posesion, is an ordinary civil proceeding to determine the better right of possession of realty independently of title. It refers to an ejectment suit filed after the expiration of one year from the accrual of the cause of action or from the unlawful withholding of possession of the realty.[11] Otherwise stated, if at the time of the filing of the complaint more than one year had elapsed since defendant had turned plaintiff out of possession or defendant's possession had become illegal, the action will be, not one of the forcible entry or illegal detainer, but an accion publiciana.[12] The issue involved is not possession de facto but possession de jure.[13] However, where the parties raise the issue of ownership, the courts may pass upon the issue to determine who between the parties has the right to possess the property. This adjudication, however, is not a final and binding determination of the issue of ownership; it is only for the purpose of resolving the issue of possession, where the issue of ownership is inseparably linked to the issue of possession.[14]

The complaint recites that plaintiff-appellee is the registered owner of the land containing an area of two hundred square meters (200 sq. m.) covered by Transfer Certificate of Title No. 22979 (TCT No. T-22979) of the Registry of Deeds of Cavite City. Sometime December 2005, plaintiff-appellee discovered that defendant-appellant was occupying the subject land and introduced improvements thereon without his consent. Thus, a Letter dated February 24, 2006 was sent demanding the latter to vacate the premises within thirty (30) days from receipt thereof. When the demand went unheeded, plaintiff-appellee instituted a complaint for recovery of possession on March 6, 2008. In her defense, defendant-appellant also claim ownership over the subject land since she had lawful possession thereof since 1984 by virtue of an agreement dated August 22, 1984 executed in her favor by A. Sison & Sons, Inc., the former owner of the subject land. The fundamental issue for resolution in this case is who has better right to possess the subject property. But before We can settle the same, the matter of ownership must be first passed upon.

In civil cases, the law requires that the party who alleges a fact and substantially asserts the affirmative of the issue has the burden of proving it.[15] The party having the burden of proof must produce a preponderance of evidence thereon. The concept of preponderance of evidence refers to evidence which is of greater weight, or more convincing, than that which is offered in opposition to it; at bottom, it means probability of truth.[16]

We find that the evidence preponderates in favor of plaintiff-appellee. As established by the records, plaintiff-appellee purchased the subject land from A. Sison & Sons, Inc. as evidenced by a notarized Deed of Absolute Sale dated August 26, 2005.[17] A Transfer Certificate of Title No. T-22979 of the Registry of Deeds of Cavite City[18] was likewise presented showing that Arnold J. Diaz is the registered owner thereof. He also adduced a copy of Tax Declaration No. 99-00204[19] in his name and an Official Receipt evidencing payment of real property tax[20] covering the subject land.

Jurisprudence teaches that a torrens title is evidence of indefeasible title to property in favor of the person in whose name the title appears. It is conclusive evidence with respect to the ownership of the land described therein. It is also settled that the titleholder is entitled to all the attributes of ownership of the property, including possession.[21] Guided by the foregoing principle, plaintiff-appellee, being the registered owner of the property in question, therefore has the right to enjoy it[22] including the right to exclude others from its enjoyment through proper action against its possessor or holder in order to recover it.[23] The TCT No. T-22979 of the Registry of Deeds of Cavite issued in plaintiff-appellee's name vested in him the right of possession as a necessary consequence of the right of ownership.

On the other hand, defendant-appellant's allegations are negated by the evidence on record. We examined the unnotarized agreement dated August 22, 1984[24] executed in favor of Nonilo Nambayan, the late husband of

defendant-appellant, and it provides for the following terms and conditions: (a) that Nonilon Nambayan offered to buy Lot No. 2, Block 3 of the Cavite Sea Breeze Subdivision, located at Cavite City containing an area of 200 sq.m. for an amount of P400.00 per sq.m. or a total of P80,000.00, Philippine Currency; (b) that the downpayment in the amount of P10,000.00 shall be paid together with the offer; (3) but the balance of the purchase price payable in monthly installments including interests were left blank.

A contract of sale is a contract by which one of the contracting parties obligates himself to transfer the ownership and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent.[25] Although the law does not expressly state that the parties must also meet on the terms or manner of payment of the price, the same is needed, otherwise there is no sale.[26] Here, it appears that the parties to the agreement have yet to agree on how and when the installments were to be paid. For Us, the absence of a definite manner of payment of the purchase price of the subject land in the agreement indicates that it is not a contract of sale.

In fact, Defendant-Appellant Soledad Nambayan, on cross-examination,[27] admitted that the agreement entered into between A. Sison & Sons, Inc. and Nonilon Nambayan is an offer to buy and not a contract of sale, viz:

“ xxx xxx xxx

Q

You said you have signed and offer to buy the lot you are occupying now?

A

Yes, sir.

Q

Was it notarized at Notary Public?

A

Only at the office of Danilo Sison.

Q

It is not notarized?

A

No, sir.

Q

It is stated that this offer to but that you are going to give Php 10,000.00. How much did you give Sison and Son?

A

I paid him twice already.

Q

It is stated that you have give him Php 8,000.00?

A

Only Php 8,000.00 the other one without receipt.

Q

After this, you signed this offer to buy lot, did you in fact receive the Deed of Absolute Sale from Sison and Son?

A

None, sir.

Q

So you do not have any Deed of Absolute Sale?

A

None, sir only the receipt.

xxx xxx xxx “

Also, she recounted that a deed of sale was not executed in her favor because she was not able to pay the amount P80,000.00, Philippine Currency to the seller. Her testimony[28] went as follows:

“ xxx xxx xxx

COURT

Q

Are you sure out of PhP 80,000.00 you were able to pay PhP8,000.00?

A

I think I gave him PhP5,000.00 cash without a receipt.

Q

You were not able to pay the entire amount of P80,000.00?

A

No, your Honor.

Q

That is the reason why do not have a copy of the Deed of Sale?

A

Yes, your Honor.

xxx xxx xxx “

It is a basic rule that judicial admissions, verbal or written, made by the parties in the pleadings or in the course of the trial or other proceedings in the same case, are conclusive on them. No evidence is needed to prove the same and it cannot be contradicted unless it is shown to have been made through palpable mistake or that no such admission was made.[29] The records do not show any attempt on the part of defendant-appellant to contradict her judicial admissions, either on the ground of palpable mistake or by denying that she ever made the admission. These admissions are therefore binding and conclusive on defendant-appellant and no amount of contradictory evidence can offset it.

Besides, had the seller intended to transfer title, s/he could have easily executed the document of sale in its required form simultaneously with her/his acceptance of the partial payment, but s/he did not. The absence of any formal deed of conveyance is a strong indication that the parties did not intend immediate transfer of ownership.[30] Plainly, as against plaintiff-appellee's Torrens title, defendant-appellant's purported agreement cannot confer better right to possess.

Even a perusal of the tax declarations[31] issued in the name of Nonilon Nambayan, Jr., do not in any way establish ownership over the subject land as they merely pertain to the buildings and machinery. As preponderance of evidence tilt in favor of plaintiff-appellee, there can be no other conclusion that plaintiff-appellee, being the registered owner of the subject property, should be placed in possession thereof.

We also find that defendant-appellant's second assigned error is an indirect and collateral attack on plaintiff-appellee's title which is not proper in an accion publiciana.

Under Section 48 of Presidential Decree No. 1529,[32] a certificate of title cannot be the subject of collateral attack. A collateral attack is made when, in another action to obtain a different relief and as an incident of the present action, an attack is made against the judgment granting the title.[33] To reiterate, the objective in an

accion publiciana is simply to recover possession, not ownership. Hence, any issue assailing the validity of the certificate of title registered in the name of plaintiff-appellee can only be threshed out in an action expressly instituted for that purpose.

The case of *Vda. De Aguilar vs. Spouses Alfaro*[34] is instructive. There, it was held any issue on the validity of title can only be raised in action expressly instituted for that purpose and not in an accion publiciana, thus:

“ xxx xxx xxx

Moreover, respondents' attack on the validity of petitioner's title by claiming that their mother became the true owner of the southern portion of Lot 83 even before the issuance of OCT No. P-9354 constitutes as a collateral attack on said title. It is an attack incidental to their quest to defend their possession of the property in an accion publiciana, not in a direct action whose main objective is to impugn the validity of the judgment granting the title. This cannot be allowed. Under Section 48 of Presidential Decree No. 1529, otherwise known as the Property Registration Decree, a certificate of title cannot be the subject of collateral attack. Thus:

SEC. 48. Certificate not subject to collateral attack. — A certificate of title shall not be subject to collateral attack. It cannot be altered, modified, or canceled except in a direct proceeding in accordance with law.

A collateral attack transpires when, in another action to obtain a different relief and as an incident to the present action, an attack is made against the judgment granting the title. 30 This manner of attack is to be distinguished from a direct attack against a judgment granting the title, through an action whose main objective is to annul, set aside, or enjoin the enforcement of such judgment if not yet implemented, or to seek recovery if the property titled under the judgment had been disposed of. 31 Thus, in *Magay v. Estiandan*, therein plaintiff-appellee filed an accion publiciana. In his defense, defendant-appellant alleged among others that plaintiff-appellee's Transfer Certificate of Title No. 2004 was issued under anomalous circumstances. When the case reached this Court, we rejected defendant-appellant's defense on the ground that the issue on the validity of said title can only be raised in an action expressly instituted for that purpose. Also, in *Co v. Court of Appeals* we arrived at the same conclusion and elaborated as follows:

In their reply dated September 1990, petitioners argue that the issues of fraud and ownership raised in their so-called compulsory counterclaim partake of the nature of an independent complaint which they may pursue for the purpose of assailing the validity of the transfer certificate of title of private respondents. That theory will not prosper.

While a counterclaim may be filed with a subject matter or for a relief different from those in the basic complaint in the case, it does not follow that such counterclaim is in the nature of a separate and independent action in itself. In fact, its allowance in the action is subject to explicit conditions, as above set forth, particularly in its required relation to the subject matter of opposing party's claim. Failing in that respect, it cannot even be filed and pursued as an altogether different and original action.

It is evident that the objective of such claim is to nullify the title of private respondents to the property in question, which thereby challenges the judgment pursuant to which the title was decreed. This is apparently a collateral attack which is not permitted under the principle of indefeasibility of a Torrens title. It is well settled that a Torrens title cannot be collaterally attacked. The issue on the validity of title, i.e., whether or not it was fraudulently issued, can only be raised in an action expressly instituted for that purpose. Hence, whether or not petitioners have the right to claim ownership of the land in question is beyond the province of the instant proceeding. That should be threshed out in a proper action. (Emphasis supplied).

xxx xxx xxx “

All told, We find no cogent reason to disturb the findings of the RTC, viz:

“ XXX XXX XXX

As the registered owner of the property under consideration, plaintiff has the right to enjoy and dispose what is owned by him without other limitations than those established by law. As owner, he also has the right of action against the holder and possessor of the thing in order to recover it. He also possesses the right to exclude any person from the enjoyment and disposal thereof (Articles 428-429, Civil Code). Thus, as registered owner of the subject property, plaintiff has a right to recover possession of the same from defendants who are unlawfully occupying the property.

Plaintiff's claim that defendants have been illegally occupying his property finds support in the findings of Geodetic Engineer Rommel T. Baustista whose Verification Plan of Lot 2, Blk 3, (LRC) Pcs-8580 as prepared for Arnold J. Diaz (Exhibit "E") corresponding to TCT No. T-22979 revealed that defendants have erected their structures/houses within the boundary of plaintiff's property.

It is fundamental principle in land registration that a certificate of title serves as evidence of an indefeasible and incontrovertible title to the property in favor of the person whose name appears therein (Velasquez, Jr., vs. Court of Appeals, 426 SCRA 309). Where a property subject of controversy is duly registered under the Torrens System, the presumptive conclusiveness of such title should be given weight, and in the absence of strong and compelling evidence to the contrary, he (sic) holder thereof should be considered as the owner of the property in controversy until his title is nullified or modified in an appropriate ordinary action (Go Kim Huy vs. Go Kim Huy, 365 SCRA 490).

In the instant case, defendants, in support of their contention that they own the land in question, presented a purported Contract to Sell dated August 22, 1984 (Exhibit "1") allegedly executed in their favor by the land's previous owner, A. Sison & Sons, Inc. According to defendant Soledad Nambayan, a certain Danny Sison, whose signature allegedly appears in the said document, sold the subject property to her and her late husband by virtue of the said contract to sell.

To the mind of the Court, there was no valid transfer of ownership of the subject property to the defendants as the latter were not able to pay the full purchase price.

XXX XXX XXX

Herein, defendant Soledad Nambayan, on cross-examination by Atty. Encarnacion and clarificatory questioning by the Court, admitted that she was not able to pay the entire purchase price of Eighty Thousand Pesos (P80,000.00). It was her testimony that she only paid the amount of Eight Thousand pesos (Php8,000.00) as downpayment, and an un-receipted amount of Five Thousand Pesos (Php5,000.00) to Danny Sison (TSN, March 28, 2011, pp. 12-13; 20-21). Thus, the non-payment by the defendants of the full purchase price of the subject property rendered the contract to sell ineffective and without force and effect.

Moreover, the tax declarations presented by the defendants (Exhibits "6", "7" and "8") pertain (sic) only to the ownership of the buildings and machinery situated over the subject property and not to that of the land, while the other documents they have presented such as Certificate of Occupancy (Exhibit "2"), Mayor's Permit (Exhibit "3"), and Certificate of Residency (Exhibit "4") does not in anyway evidence their ownership of the land under consideration and cannot prevail over TCT No. T-22979 registered in the name of the plaintiff.

A title once registered under the Torrens System cannot be defeated even by adverse, open and notorious possession; neither can it be defeated by prescription. (Cervantes vs. Court of Appeals, 352 SCRA 47). It cannot thereafter be impugned, altered, changed, modified, enlarged or diminished, except in a direct proceeding permitted by law. (Seville vs. National Development Company, 351 SCRA 112).

XXX XXX XXX “

WHEREFORE, premises considered, the appeal is DISMISSED. The assailed Decision dated January 20, 2012 of the Regional Trial Court (RTC) of Cavite City, Branch 16 in Civil Case N-7914 is hereby AFFIRMED.

SO ORDERED.

Abdulwahid (Chairperson) and Barza, JJ., concur.

[1] Penned by Honorable Judge Manuel A. Mayo; Records, pp. 150-166.

[2] Complaint, *Ibid.*, pp. 1-6.

[3] *Id.*, pp. 17-18.

[4] Amended Complaint; *Id.*, pp. 19-24.

[5] *Id.*, p. 33.

[6] *Id.*, pp. 36-40.

[7] *Supra*, Note 1.

[8] *Id.*, pp. 167-168.

[9] *Id.*, p. 170.

[10] Defendant-Appellant's Brief; Rollo, pp. 25-35.

[11] *Aguilar vs. Spouses Alfaro*, G.R. No. 164402, July 5, 2010. Citing *Bejar v. Caluag*, G.R. No. 171277, February 17, 2007, 516 SCRA 84, 90; *Barredo v. Santiago*, 102 Phil. 127, 130 (1957). *Sps. Cruz v. Torres*, 374 Phil. 529, 533 (1999); *Bishop of Cebu v. Mangaron*, 6 Phil. 286, 291 (1906); *Ledesma v. Marcos*, 9 Phil. 618, 620 (1908). *Encarnacion v. Amigo*, G.R. No. 169793, September 15, 2006, 502 SCRA 172, 179; *Lopez v. David, Jr.*, G.R. No. 152145, March 30, 2004, 426 SCRA 535, 543.

[12] *Spouses Valdez vs. Court of Appeals, et.al*, G.R. No. 132424, May 2, 2006.

[13] *De Leon, Hector S., and De Leon, Hector M. Jr., Comments and Cases on Property*, 3rd Ed. (1998), p. 91. citing *Caballero vs. Abellan*, 15 Phil. 345 (1910); *Reyes vs. Sta. Maria*, 91 SCRA 164 (1979); see *De Leon vs. Court of Appeals*, 245 SCRA 166 (1995).

[14] *Tolentino vs. Laurel*, G.R. No. 181368, February 22, 2012. citing *Urieta Vda. De Aquilar vs. Alfaro*, G.R. No. 164402, July 5, 2010, 623 SCRA 130, 143.

[15] *Calibre Traders, Inc., et.al. vs. Bayer Philippines, Inc.*, G.R. No. 161431, October 13, 2010. Citing *Spouses Hutchison v. Buscas*, 498 Phil. 257, 261 (2005).

[16] *Jison vs Court of Appeals*, G.R. No. 124853, February 24, 1998. citing *See 7 Vicente J. Francisco, The Revised Rules of Court in the Philippines, Evidence (Part II, Rules 131-134)*, at 2-4, 542-543 [1973]

[17] Marked as Exhibit "H", Records, pp.117-118.

[18] Marked as exhibit "B", *Ibid.*, p. 106.

[19] Marked as Exhibit "C", *id.*, p. 107.

[20] Marked as Exhibit "D", *id.*, p. 108.

[21] Tolentino, et. al., vs. Laurel, et.al., G.R. No. 181368, February 22, 2012. Citing Caña v. Evangelical Free Church of the Philippines, G.R. No. 157573, February 11, 2008, 544 SCRA 225, 238. Vda de. Aguilar vs. Spouses Alfaro, G.R. No. 164402, July 5, 2010. citing See Baloloy v. Hular, 481 Phil. 398, 410 (2004). Carvajal v. Court of Appeals, 345 Phil. 582, 594 (1997).

[22] Article 428 of the Civil Code.

[23] Article 429 of the Civil Code.

[24] Records, p. 139.

[25] Article 1458 of the Civil Code.

[26] San Miguel Properties Phil., Inc. vs. Huang, G.R.No. 137290, July 31, 2000.

[27] TSN dated March 28, 2011, pp. 12-13.

[28] TSN dated March 28, 2011. pp. 20-21.

[29] Section 4, Rule 129 of the Rules of Court.

[30] Chua vs. Court of Appeals, G.R. No. 119255, April 9, 2003, 401 SCRA 54.

[31] Records, pp. 144-146

[32] Section 48 of the Property Registration Decree provides:

“ xxx xxx xxx

Sec. 48. Certificate not subject to collateral attack. — A certificate of title shall not be subject to collateral attack. It cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law.

xxx xxx xxx “

[33] Madrid vs. Spouses Mapoy, G.R. No. 150887, August, 2009. citing Teoville Homeowners Association, Inc. vs. Ferreira, G.R. No. 140086, June 8, 2005, 459 SCRA 459, 474.

[34] G.R. No. 164402, July 5, 2010. citing Magay v. Estiandan 161 Phil. 586, 587 (1976). Co v. Court of Appeals, 274 Phil. 108, 116 (1991).

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