

ANSELMA G. SANTOS, PLAINTIFF-APPELLANT, VS. ROLANDO S. CRUZ, SR. AND MRS. CRUZ, SR. (SPOUSES), MARY ANN SANTOS-MATIC, AND THE REGISTRY (SIC) OF DEEDS OF MARIKINA CITY, DEFENDANT...

Ponente: ANTONIO-VALENZUELA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/058ea4df66a6/>

ANTONIO-VALENZUELA, J.:

This is the appeal filed by Anselma G. Santos (“plaintiff-appellant Anselma”), assailing the Decision dated 28 June 2011,[1] of the Regional Trial Court, Branch 193, Marikina City (“RTC”), in Civil Case No. 2002-830 MK, entitled “Anselma Santos v. Rolando Cruz, Mrs. Cruz, Mary Ann Santos Matic, Registry of Deeds, Marikina City.”

Plaintiff-appellant Anselma filed the Complaint[2] against Rolando S. Cruz, Sr. (“defendant-appellee Rolando Sr.”), and his wife, Mrs. Cruz, Sr., (collectively, “defendants-appellees spouses Cruz”), Mary Ann Santos-Matic (“defendant Mary Ann”), and the Registrar of Deeds, Marikina City.

The Complaint alleged: plaintiff-appellant Anselma was the owner of the parcel of land located at Bayanbayanan, Marikina City, covered by Transfer Certificate of Title (TCT) No. 327503 (“subject property”); plaintiff-appellant Anselma discovered that the subject property was fraudulently mortgaged to defendants-appellees spouses Cruz as security for the Php 500,000.00 loan, and that plaintiff-appellant Anselma's daughter, defendant Mary Ann, and defendant-appellee Rolando Sr. forged plaintiff-appellant Anselma's signature in the Promissory Note dated 28 April 1999,[3] and in the Real Estate Mortgage (“subject instruments”); plaintiff-appellant Anselma did not sign the subject instruments, and she did not receive the proceeds of the loan; plaintiff-appellant Anselma made several oral demands to defendant-appellee Rolando Sr. to return the owner's duplicate certificate of title, to no avail; without the knowledge of plaintiff-appellant Anselma, the period within which to pay the Php 500,000.00 loan had expired, and defendant-appellee Rolando Sr. foreclosed the mortgage, and the certificate of sale was annotated in the TCT No. 327503.

The Complaint prayed for: declaration of nullity of the subject instruments; issuance of the order directing the Registrar of Deeds, Marikina City to cancel the annotation of the mortgage in TCT No. 327503 in favor of defendants-appellees spouses Cruz, payment of Php 500,000.00 (moral damages), Php 200,000.00 (exemplary damages), Php 200,000.00 (attorney's fees), and costs.

Defendants-appellees spouses Cruz filed the Answer with Counterclaim,[4] and alleged: the Complaint stated no cause of action because the subject instruments were validly executed, and were binding on the parties; plaintiff-appellant Anselma's allegation of connivance (between plaintiff-appellant Anselma's daughter defendant Mary Ann, and defendants-appellees spouses Cruz), and the filing of the Complaint, were schemes of plaintiff-appellant Anselma to delay defendants-appellees spouses Cruz's consolidation of ownership over the subject property.

By way of counterclaim, defendants-appellees spouses Cruz prayed for the payment of Php 100,000.00 (attorney's

fees), and Php 1,000,000.00 (moral damages).

The Registrar of Deeds, Marikina City filed the Manifestation,[5] and alleged: the Complaint stated no cause of action against the Registrar of Deeds because there were no allegations of wrongful action or omission by the Registrar of Deeds that caused injury to plaintiff-appellant Anselma, and the Registrar of Deeds was only impleaded as a nominal party in the Complaint.

The RTC declared the Registrar of Deeds as a nominal party and held that the Registrar of Deeds need not file separate pleadings.[6]

On motion by plaintiff-appellant Anselma, the RTC declared defendant Mary Ann in default for failure to file answer.[7]

Upon motion by plaintiff-appellant Anselma, the RTC ordered defendants-appellees spouses Cruz to submit the original of the subject instruments to the Questioned Documents Division of the National Bureau of Investigation (“NBI”) for forensic examination.[8] The RTC also ordered plaintiff-appellant Anselma to submit her standard/sample signatures to the NBI.

On 3 September 2007, the RTC issued the Pre-Trial Order.[9] Then, the RTC proceeded with the trial.

The following witnesses testified for plaintiff-appellant Anselma: plaintiff-appellant Anselma;[10] Necitas Patinio;[11] Wenceslao Reyes.[12]

The evidence for plaintiff-appellant Anselma is summarized thus: plaintiff-appellant Anselma was the registered owner of the subject property, and plaintiff-appellant Anselma did not mortgage nor sell the subject property; plaintiff-appellant Anselma's sister-in-law, who was also her neighbor, informed plaintiff-appellant Anselma that defendant-appellee Rolando Sr. was selling the subject property; plaintiff-appellant Anselma, who was then residing in San Juan, immediately went to Marikina to verify the information; plaintiff-appellant Anselma searched for her copy of TCT No. 327503, which she kept in her desk, but plaintiff-appellant Anselma did not find TCT No. 327503, so she went to the Registry of Deeds, Marikina City to verify; upon verification, plaintiff-appellant Anselma discovered that the subject property had been mortgaged to defendant-appellee Rolando Sr.; plaintiff-appellant Anselma saw the subject instruments, and recognized that the signatures above her name were forgeries; while plaintiff-appellant Anselma's daughter, defendant Mary Ann, admitted mortgaging the subject property to defendant-appellee Rolando Sr. as security for the Php 500,000.00 loan, plaintiff-appellant Anselma did not authorize defendant Mary Ann to sign plaintiff-appellant Anselma's name in the subject instruments, and plaintiff-appellant Anselma did not receive any share of the loan proceeds; prior to the filing of the Complaint, plaintiff-appellant Anselma sought assistance from the NBI to determine the genuineness of the signatures appearing in the subject instruments; the NBI compared the signatures allegedly belonging to plaintiff-appellant Anselma appearing in the subject instruments, with the sample standard signatures of plaintiff-appellant Anselma, and the NBI found that the questioned signatures in the subject instruments differed from plaintiff-appellant Anselma's standard signatures (i.e.: differences in the structural patterns of the letters, the manner of execution of the strokes, and other identifying details), and that plaintiff-appellant Anselma's standard sample signatures, and the questioned signatures in the subject instruments, were not written by one and the same person; defendant-appellee Rolando Sr. registered the forged Real Estate Mortgage with the Registry of Deeds, Marikina City, and caused the annotation of the mortgage and certificate of sale in favor of defendants-appellees spouses Cruz in TCT No. 327503; due to the bad faith of defendants-appellees Cruz, plaintiff-appellant Anselma was entitled to moral damages, exemplary damages, and attorney's fees.

The following witnesses testified for defendants-appellees spouses Cruz: Rowena Guevarra (“Rowena”);[13]

defendant-appellee Rolando Sr..[14]

The evidence for defendants-appellees Cruz is summarized thus: defendant Mary Ann approached her friend, Rowena, and inquired if Rowena knew someone who could lend money to defendant Mary Ann; Rowena referred defendant Mary Ann to defendant-appellee Rolando Sr.; defendant-appellee Rolando Sr. agreed to loan defendant Mary Ann the amount of Php 500,000.00, secured by the mortgage over the subject property; defendant Mary Ann signed the name of plaintiff-appellant Anselma in the subject instruments, upon the instruction of plaintiff-appellant Anselma; after the signing of the subject instruments, defendant-appellee Rolando Sr. went to the notary public to have the subject instruments notarized; defendant-appellee Rolando Sr. paid Php 500,000.00 to plaintiff-appellant Anselma's son, Ferdinand Santos; plaintiff-appellant Anselma failed to pay the loan, thus defendant-appellee Rolando Sr. foreclosed the mortgage; due to plaintiff-appellant Anselma's malicious filing of the Complaint, defendants-appellees spouses Cruz were entitled to damages and attorney's fees.

Both parties filed their respective memoranda.[15]

On 28 June 2011, the RTC issued the assailed Decision,[16] and dismissed the Complaint for lack of merit.

The assailed Decision ruled: while the evidence showed that plaintiff-appellant Anselma did not write the signatures in the subject instruments, the evidence also showed that plaintiff-appellant Anselma had knowledge of the execution of the subject instruments, and of the mortgage over the subject property; according to witness Rowena (defendant-appellee Rolando Sr.'s broker), plaintiff-appellant Anselma made her daughter, defendant Mary Ann, sign plaintiff-appellant Anselma's name on the subject instruments; plaintiff-appellant Anselma did not contradict the testimony of Rowena (i.e., that plaintiff-appellant Anselma instructed defendant Mary Ann to sign the subject instruments); there was no forgery, and plaintiff-appellant Anselma was estopped to question the validity of the subject instruments.

Thus, this appeal by plaintiff-appellant Anselma, with the following assignment of errors:

A.

THE COURT A QUO ERRED IN NOT DECIDING THAT THE PROMISSORY NOTE (EXH. B) (sic) AND THE REAL ESTATE MORTGAGE (EXH. C) (sic) ARE NULL AND VOID (1ST AND 2ND ISSUES) ON THE GROUNDS THAT-

1. THE SIGNATURES OF APPELLANT ANSELMA SANTOS ON EXHS. (sic) B AND C HAVE BEEN CONCLUSIVELY PROVEN AS FORGERIES;

2. THE DOCUMENTS (EXHS. B AND C) (sic) WERE ILLEGALLY AND FRAUDULENTLY EXECUTED THRU (sic) THE CONSPIRACY OF ROWENA GUEVARRA, ROLANDO S. CRUZ, SR. AND MARY ANN SANTOS-MATIC, MAKING SUCH DOCUMENTS FALSIFIED;

3. THE TESTIMONIES OF ROWENA GUEVARA AS ROLANDO CRUZ, SR'S REAL ESTATE BROKER AND THE TESTIMONY OF ROLANDO CRUZ, SR., TAKEN SEPARATELY AND/OR IN COMBINATION WITH EACH OTHER, ARE REplete WITH STATEMENTS WHICH ARE FALSE, CONTRADICTORY, AND INCONSISTENT WITH COMMON SENSE AND THE NATURAL COURSE OF EVENTS, AND THEREFORE UNBELIEVABLE UNDER THE FAMILIAR DOCTRINE OF FALSUS IN UNO FALSUS IN OMNIBUS;

B.

THE COURT A QUO ERRED IN FINDING THAT APPELLANT ANSELMA SANTOS IS ESTOPPED IN QUESTIONING THE VALIDITY OF THE PROMISSORY NOTE (EXH. B) (sic) AND THE MORTGAGE CONTRACT (EXH. C) (sic) WITHOUT ANY FACTUAL AND/OR LEGAL BASIS OF SAID CLAIM WHATSOEVER (4TH ISSUE); AND

C.

THE COURT A QUO GROSSLY ERRED IN NOT FINDING ROLANDO CRUZ, SR. AND MARY ANN SANTOS-MATIC SOLIDARILY LIABLE FOR DAMAGES PAYABLE TO APPELLANT ANSELMA SANTOS (3RD ISSUE).

The issue is whether the RTC erred in dismissing the Complaint.

THE PLAINTIFF-APPELLANT'S ARGUMENTS

Plaintiff-appellant Anselma answers in the affirmative. The RTC erred in dismissing the Complaint.

The Brief for Plaintiff-Appellant[17] thrusts: the RTC found that plaintiff-appellant Anselma's signatures in the subject instruments were forgeries, based on the testimonies of plaintiff-appellant Anselma and Rowena, and as affirmed by the findings of the NBI; the subject instruments were void for being fictitious and simulated; defendant Mary Ann signed the name of plaintiff-appellant Anselma on the subject instruments, without the consent nor special power of attorney from plaintiff-appellant Anselma; Rowena was not a credible witness because Rowena was the broker of defendant-appellee Rolando Sr., and Rowena gained commission from the fraudulent transaction; the RTC's invocation of equity considerations was misplaced because plaintiff-appellant Anselma had been deprived of property rights without due process of law.

Plaintiff-appellant Anselma filed the Reply Brief of Plaintiff-Appellant[18] and reiterated her previous arguments.

THE DEFENDANTS-APPELLEES' ARGUMENTS

Defendants-appellees spouses Cruz answer in the negative. The RTC did not err in dismissing the Complaint.

The Brief for Defendants-Appellees Spouses Rolando and Carmelita Cruz[19] parries: plaintiff-appellant Anselma had knowledge of, and participated in, the execution of the subject instruments, thus plaintiff-appellant Anselma was estopped to question the validity of the subject instruments; plaintiff-appellant Anselma did not present evidence to refute the findings that the subject instruments were executed in plaintiff-appellant Anselma's presence and with her authority; there was no falsification nor forgery because plaintiff-appellant Anselma authorized defendant Mary Ann to sign the subject instruments; there was no evidence of conspiracy among defendant-appellee Rolando Sr., defendant Mary Ann, and Ferdinand Santos (son of plaintiff-appellant Anselma).

THE COURT'S RULING

We grant the appeal. The RTC erred in dismissing the Complaint.

Since the plaintiff-appellant Anselma's signatures in the subject instruments were forgeries, the subject instruments were void for lack of consent on the part of plaintiff-appellant Anselma, pursuant to Article 1346 of the New Civil Code.[20]

We do not agree with the RTC that plaintiff-appellant Anselma was estopped to question the validity of the subject instruments because plaintiff-appellant Anselma instructed her daughter, defendant Mary Ann, to sign her name in the subject instruments.

First, there was no credible evidence to prove that plaintiff-appellant Anselma had indeed instructed her daughter, defendant Mary Ann, to sign the subject instruments. Notably, witness Rowena was not an impartial and credible witness because she was the broker for the defendants-appellees spouses Cruz, and she stood to be benefitted by the execution of the subject instruments (i.e., through commissions).

Further, while it was proved that plaintiff-appellant Anselma's signatures in the subject instruments were forged, there was no conclusive evidence that defendant Mary Ann was the one who forged plaintiff-appellant Anselma's

signatures. Thus, we cannot give credence to witness Rowena's testimony that plaintiff-appellant Anselma had instructed her daughter, defendant Mary Ann to sign the subject instruments.

Second, the doctrine of estoppel is not applicable in this case.

It must be stressed that the doctrine of estoppel should be resorted to solely as a means of preventing injustice and should not be permitted to defeat the administration of the law, or to accomplish a wrong, or secure an undue advantage, or to extend beyond their requirements of the transactions in which they originate.[21]

In this case, we cannot apply the doctrine of estoppel because to do so would contravene the law and would cause injustice to plaintiff-appellant Santos' property rights.

Since defendants-appellees spouses Cruz's claim over the subject property was based on forged instruments, no valid title had been transferred to them. Verily, when the instrument presented is forged, even if accompanied by the owner's duplicate certificate of title, the registered owner does not thereby lose his title, and neither does the assignee in the forged deed acquire any right or title to the property.[22]

We SET ASIDE the Decision dated 28 June 2011 of the Regional Trial Court, Branch 193, Marikina City, and instead rule as follows:

1) DECLARE the Real Estate Mortgage and the Promissory Note as VOID;

2) ORDER the Registrar of Deeds of Marikina City to CANCEL the Entry No. 529131/T-No. 327503 (Mortgage) annotation, and Entry No. 586325/TCT No. 327503 (Certificate of Sale) annotation in the Transfer Certificate of Title No. 327503.

IT IS SO ORDERED.

De Leon, M.M., Chairperson and Lantion, J.A.C., JJ., concur.

[1] Records, p. 358.

[2] Records, p. 1.

[3] Annex B of the Complaint, Records, p. 7.

[4] Records, p. 14.

[5] Records, p. 19.

[6] Records, p. 23.

[7] Records, p. 82.

[8] Records, p. 127.

[9] Records, p. 182.

[10] TSN, 26 November 2007; TSN, 4 February 2008; TSN, 24 March 2008; TSN, 2 March 2011.

[11] TSN, 1 September 2008.

[12] TSN, 3 December 2008.

[13] TSN, 29 April 2009; TSN, 20 November 2009.

[14] TSN, 3 February 2010; TSN, 15 March 2010; TSN, 24 May 2010.

[15] Memorandum for Defendants (Spouses Rolando Cruz Sr. and Carmelita Cruz), Records, p. 309; Memorandum for Plaintiff, Records, p. 321.

[16] Supra, note 1.

[17] C.A. Rollo, p. 44.

[18] C.A. Rollo, p. 233.

[19] C.A. Rollo, p. 199.

[20] Article 1346. An absolutely simulated or fictitious contract is void. A relative simulation, when it does not prejudice a third person and is not intended for any purpose contrary to law, morals, good customs, public order or public policy binds the parties to their real agreement. (n)

[21] C & S Fishfarm Corporation v. Court of Appeals, et al., G.R. No. 122720, 16 December 2002 citing 28 Am Jur 2d, Estoppel and Waiver § 3.

[22] The Heirs of Victorino Sarili et al., v. Lagrosa, G.R. No. 193517, 15 January 2014 citing Bernales v. Heirs of Julian Sambaan, G.R. No. 163271, January 15, 2010, 610 SCRA 90, 106.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.