

SPOUSES GILBERT & MARIELA PARLAN, PLAINTIFFS-APPELLEES, VS. JOSE PAMPLIEGA, DEFENDANT-APPELLANT.

Ponente: QUIJANO-PADILLA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/0ee5b51a24a4/>

QUIJANO-PADILLA, J.:

Before Us is an Appeal[1] from the Decision[2] dated April 1, 2009 of the Regional Trial Court, Sixth (6[th]) Judicial Region, Branch 61, Kabankalan City, Negros Occidental in Civil Case No. 1301 for Execution of Deed of Sale, Injunction with Damages and Restraining Order.

The Antecedents

The subject of the present controversy is Lot No. 4038-D situated at Hinoba-an, Negros Occidental under Transfer Certificate of Title No. T-88318, which is particularly described as follows:

“Transfer Certificate of Title No. T-88318

A parcel of land (Lot 4038-D of the subdivision plan; (LRC) Psd-92148, being a portion of Lot 4038; of Cauayan Cadastre, LRC (GLRO) Cad. Record No. 980), situated in the Barrio of Bacuyangan, Municipality of Hinoba-an, Province of Occidental Negros, Island of Negros. Bounded on the N., points 9 to 10, of Lot 4038-B of the subdivision plan; On the NE, points 10 to 1, by Lot 4038-C of the subdivision plan; on the SE and SW., points 1 to 7 of Sulu Sea; and on the NW., points 7 to 9 by Lot 4039 of Cauayan Cadastre x x x containing an area of SEVENTY THOUSAND (70,000) SQUARE METERS more or less x x x.”[3]

The plaintiff-appellee Mariela Pampliega-Parlan and the defendant-appellant Jose Pampliega are siblings. The latter is the registered owner of the disputed property Lot No. 4038-D.

Version of the Plaintiffs-appellees[4]

Plaintiffs-appellees Spouses Gilbert and Mariela Parlan, alleged that Lot No. 4038-D was mortgaged sometime in 1977 by the defendant-appellant with the Development Bank of the Philippines as security for the loan of P15,000.00. However, the said loan plus interest were not fully paid by the defendant-appellant. Thus, in 1999, the amount payable to the bank amounted already to P120,000.00.[5] In order to save the property from foreclosure, defendant-appellant offered to sell it to the plaintiffs-appellees.

Plaintiff-appellee Gilbert Parlan, who was in the Philippines, then accompanied the defendant-appellant to the bank and he issued checks[6] for the payment of the loan. Consequently, the bank executed a cancellation of real estate mortgage.[7] Thereafter, defendant-appellant executed a Deed of Absolute Sale[8] in favor of the spouses plaintiffs-appellees and delivered the same together with his residence certificate for the year 2000 and the owner's copy of TCT No. T-88318 covering Lot No. 4038-D to the plaintiffs-appellees. The said Deed was signed but was left unnotarized since plaintiffs-appellees were in the United States of America.

Plaintiffs-appellees also executed a Special Power of Attorney[9] in favor of plaintiff-appellee's brother (Vicente Pampliega) and sister (Dierdre Decena Pampliega) as “overseers” of the property. Vicente Pampliega planted

trees on the property and constructed a beach house, while it was Dierdre Decena Pampliega who paid the taxes in behalf of the plaintiffs-appellees.

In 2004, plaintiffs-appellees wanted to transfer the title of Lot No. 4038-D in their names, but since the defendant-appellant's residence certificate was already old, they asked for the latter's current residence certificate number, which the defendant-appellant refused to give.

Attempts to settle were made but proved futile. Hence, plaintiffs-appellees were left with no other recourse but to file a complaint primarily for the execution of the Deed of Sale.

Version of the Defendant-Appellant[10]

Defendant-appellant alleged that he had the property mortgaged with the Development Bank of the Philippines. His sister plaintiff-appellee Mariela Parlan did not want the property to be foreclosed, as it would not be good for the family name. The plaintiffs-appellees then extended financial assistance and paid the account of defendant-appellant in the amount of P120,000.00. Subsequently, the bank returned the owner's certificate of title to the defendant-appellant and the latter turned it over to the plaintiffs-appellees' bookkeeper, as the plaintiffs-appellees were in the United States of America. The owner's certificate of title was given to the plaintiffs-appellees to serve as security for the amount paid by the latter.

The bookkeeper requested the defendant-appellant to sign a document entitled as "Deed of Sale". He was first hesitant to sign it, but due to the persistence and assurance of the bookkeeper that it was only for formality's sake and to show his acknowledgment and willingness to pay his indebtedness, he eventually affixed his signature on the document. In the said deed, it was indicated that the consideration for the lot was P200,000.00, but in truth, he never received any amount from the plaintiffs-appellees.

In 2005, an interested buyer offered to the defendant-appellant P8,000,000.00 for the disputed parcel of land. Thus, when his sister plaintiff-appellee Mariela Parlan returned to the Philippines, he informed her about the good offer. However, the plaintiff-appellee kept silent and confided to defendant-appellant's wife that she has no intention of selling the property to third persons and that she have other plans for the lot, of which defendant-appellant would also have the opportunity to make money out of it.

Resolved not to pass the good offer, defendant-appellant through his lawyer sent plaintiffs-appellees a letter,[11] the tenor of which was to make a tender of payment and for the return of the certificate of title to the defendant-appellant.

On June 3, 2005, plaintiffs-appellees' employee, a certain Renato Angeles sent defendant-appellant's counsel a letter[12] asking for a period of one (1) month for the plaintiffs-appellees to make a reply. However, no reply was made and instead the instant case was filed without any effort to compromise.

The Ruling of the Regional Trial Court

In a Decision[13] dated April 1, 2009, the Regional Trial Court, Branch 61, Kabankalan City, Negros Occidental in Civil Case No. 1301 ruled in favor of the plaintiffs-appellees. The dispositive portion of the assailed resolution reads:

"WHEREFORE, premises considered, Judgment is hereby rendered in favor of the plaintiffs and against the defendant permanently enjoining the latter, his agents, representatives and all those persons claiming to be acting in his behalf from taking possession of said Lot 4038-D or any portions thereof, to cease and desist from misrepresenting himself to be the owner of said Lot 4038-D of the Cadastral Survey of Hinoba-an covered by TCT No. T-88318 from offering or entering into any transactions, contracts, agreements involving the same parcel of land.

Defendant is ordered to execute a notarized Deed of Absolute Sale covering said Lot 4038-D in favor of the plaintiffs.

SO ORDERED.”[14]

Hence, this appeal.

Assignment of Errors

1. The Court a Quo erred in holding that the undated and not notarized document with a heading “DEED OF SALE” signed by defendant is not simulated.
2. The Court a Quo erred in holding that there was delivery of possession of the lot in question by the defendant in favor of the plaintiff.
3. The Court a Quo erred in not holding that the transaction is actually equitable mortgage.
4. The Court a Quo erred in not holding that plaintiffs acted in bad faith for unilaterally treating the amount paid by them to Development Bank of the Philippines as consideration of the lot in question.
5. The Court a Quo erred in deciding the case in favor of the plaintiffs.

The Ruling of this Court

We deny the appeal.

In civil cases, basic is the rule that the party making allegations has the burden of proving them by a preponderance of evidence. Moreover, parties must rely on the strength of their own evidence, not upon the weakness of the defense offered by their opponent. This principle equally holds true, even if the defendant had not been given the opportunity to present evidence because of a default order. The extent of the relief that may be granted can only be as much as has been alleged and proved with preponderant evidence required under Section 1 of Rule 133 of the Revised Rules on Evidence.[15]

Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term "greater weight of the evidence" or "greater weight of the credible evidence." Preponderance of evidence is a phrase which, in the last analysis, means probability of the truth. It is evidence which is more convincing to the court as worthier of belief than that which is offered in opposition thereto.[16]

Anent thereto, it is also axiomatic that the assessment of the credibility of witnesses is a domain best left to the trial court judge because of his unique opportunity to observe their deportment and demeanor on the witness stand, a vantage point denied appellate tribunals.[17]

To begin with, We find it unfortunate that We are once again faced with a difficult and intricate controversy involving family members over a parcel of property.

In the case at bench, the core of defendant-appellant's argument is that the Deed of Sale purportedly executed by him and the plaintiffs-appellees was simulated for he never intended to sell the property at issue. Such property only served as a security for the amount he borrowed from the spouses, which was used to pay his account with the bank. In addition, defendant-appellant interposed that the transaction was merely an equitable mortgage.

Like the trial court, We are also not persuaded.

To support this ratiocination, it is essential that the intention of the parties be ascertained through their acts relative to the assailed transaction. As jurisprudence would put it, (s)uch intention is determined not only from the express terms of their agreement, but also from the contemporaneous and subsequent acts of the parties.[18]

Hence, after going over the records, as well as the evidence of the case, We are convinced that the parties' true intention was to enter into a contract of sale involving the disputed parcel of land.

At the outset, (a) contract, as defined in the Civil Code, is a meeting of minds, with respect to the other, to give something or to render some service. Article 1318 provides:

Art. 1318. There is no contract unless the following requisites concur:

- (1) Consent of the contracting parties;
- (2) Object certain which is the subject matter of the contract;
- (3) Cause of the obligation which is established.

Accordingly, for a contract to be valid, it must have three essential elements: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established.[19]

All these elements must be present to constitute a valid contract. Consent is essential to the existence of a contract; and where it is wanting, the contract is non-existent. In a contract of sale, its perfection is consummated at the moment there is a meeting of the minds upon the thing that is the object of the contract and upon the price. Consent is manifested by the meeting of the offer and the acceptance of the thing and the cause, which are to constitute the contract.[20]

Meanwhile, Articles 1345 and 1346 of the Civil Code deals with simulation of contracts, to wit:

Art. 1345. Simulation of a contract may be absolute or relative. The former takes place when the parties do not intend to be bound at all; the latter, when the parties conceal their true agreement.

Art. 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.

In the present case, the claim by the defendant-appellant that there was no contract between the parties as the Deed of Absolute Sale was simulated is belied by the evidence on record.

First, the allegation that there was no meeting of the minds was not well substantiated. We are not persuaded by the postulation of defendant-appellant that in signing the Deed of Absolute Sale, he was made to think that it was a mere formality.

Crucial to this issue are the testimonies of Deirdre Decena Pampliega (sister of defendant-appellant Jose Pampliega and plaintiff-appellee Mariela Pampliega-Parlan) and Vicente Pampliega (brother of defendant-appellant Jose Pampliega and plaintiff-appellee Mariela Pampliega-Parlan), which categorically support the argument that the true intention of the parties was indeed to enter into a sale transaction.

Portions of the testimony of Dierdre Decena Pampliega are as follows:

Q: Why do you know Lot No. 4038-D located at Hinoba-an, Negros Occidental (?)

A: This lot was formerly owned by my brother but later on sold to my sister and her husband.

Q: You said that this lot was sold by your brother to your sister Mariella and her husband Gilbert Parlan, can you tell the Honorable Court why was this lot 4038-D owned by your brother Jose Pampliega was sold to your sister Mariella Pampliega Parlan and her husband Gilbert Parlan?

A: This lot was mortgaged with the Development Bank of the Philippines for him to secure a loan but he was not able to pay the same then he asked my sister to redeem the property from the bank and get the land instead

of allowing the bank to foreclose his mortgage and would be taken by somebody else.[21]

x x x

Q: Now, after the account of the defendant with the Development Bank of the Philippines was paid by your sister and her husband, do you know what did the defendant do, if any?

A: He executed a Deed of Absolute Sale in favor of the plaintiff.

Q: If that Deed of absolute Sale executed by the defendant Jose Pampliega is shown to you would you be able to identify the same?

A: Yes, sir.[22]

x x x

Q: By the way Madam Witness, do you know who drafted and finalized this deed of absolute sale?

A: The defendant.

Q: Your brother(?)

A: Yes, sir.

Q: Madam Witness, aside from this Deed of Absolute Sale executed by your brother in favor of your brother-in-law Gilbert Parlan consisting of five (5) copies, all originals, do you know what else did the defendant do, Madam Witness?

A: He delivered also the original copy of Transfer certificate of title No. 88318 to the plaintiffs.[23]

x x x

Q: After keeping the documents what did they do?

A: They took possession of the property through my brother Vicente who from time to time gathered the coconut fruits and got some trees [sic] on the property.[24]

x x x

Q: You said that plaintiff after the sale took possession of the property, how (did) they took (sic) possession of (it)?

A: The plaintiff took possession over the property through my brother Vicente who was the one (who) gathered the coconut fruits and cut some trees.

Q: Since this Deed of Sale was executed by your brother, defendant Jose Pampliega in favor of your sister, who paid the taxes of this property?

A: The plaintiffs spouses.

Q: How did you know that Madam Witness, that it was the plaintiffs spouses you [sic] have paid the taxes on this lot 4038-D after the same was sold to them?

A: Because I was the one who paid it in behalf of the plaintiffs.[25]

x x x

Q: During the last hearing you said that you wanted to have the deed of sale notarized and since the residence certificate of the defendant is already old you asked him to give you a new one, were you able to get his new residence certificate?

A: He refused to give it to me.

Q: Do you know the reason why the defendant refused to give his residence certificate to you?

A: Yes, he no longer wants to sell the property?

Q: Why he does [sic] not want to sell the property?

A: Because they wanted it [sic] to develop (it) into a tourist spot.

Q: Madam Witness, according to the Deed of Absolute Sale already marked as Exhibits "C" to "G", the consideration of the sale was Two Hundred Thousand Pesos (P200,000.00) when the sale executed by the defendant in favor of the plaintiffs covering the property subject of this case, do you know how much the assessed value of the subject property?

A: Only Eighty Six Thousand Four Hundred Eighty Pesos (P86,480.00).

Q: Do you have a copy of the assessment of the real property covering Lot No. 4038-D, subject matter of the sale?

A: Yes, sir.[26]

x x x

On the other hand, the portions of the testimony of Vicente Pampliega which corroborate the testimony of his sister Dierdre Decena Pampliega are as follows:

Q: Do you know this Lot 4038-D located at Hinoba-an, Negros Occidental?

A: Yes.

Q: Why do you know this lot?

A: It was formerly owned by Jose Pampliega but later it was sold to Spouses Gilbert and Mariella Pampliega Parlan when he could not pay his account or loan with the DBP.

Q: After your brother, defendant Jose Pampliega, sold his lot 4038-D in favor of your sister Mariella and husband Gilbert, do you know if your sister and her husband took possession of this lot?

A: Yes, sir.

Q: Personally or through you?

A: Through me.

Q: When was that if you can recall when you took possession of this lot 4038-D after the same was sold to your sister Mariella and her husband?

A: Sometime in November, 1999.

Q: Up to the present you are still in possession of Lot 4038-D?

A: Yes, sir.

Q: Mr. Witness, were there trees planted on (the) said property?

A: Yes, sir, there are coconut trees, mahogany trees, several fruit bearing trees like avocado, santol, atis and bananas.

Q: Who gathered fruits on [sic] the trees planted on this property?

A: I was the one who gathered (the) fruits, sir.

Q: Aside from gathering fruits on [sic] the trees planted on this lot what else did you do [sic] this property?

A: I built a cabana or beach house because the property is near the beach, on the parts of the cave(,) I fenced it and put benches on it.

Q: Now, you said that you are doing these in behalf of your sister and her husband, do you have an authority from your sister and your brother-in-law?

A: Yes, I have a Special Power of Attorney.[27]

Evidently, the testimonies of these two vital witnesses are in unison that a sale transaction took place and there

was no vitiation of consent as the true intent of the parties was really to enter into a contract of sale.

It is also worth noting that these two witnesses are closely related to the defendant-appellant Jose Pampliega and plaintiff-appellee Mariela Parlan; witness Dierdre Decena Pampliega is a sister of both parties, while Vicente Pampliega is a brother of both parties. There was no showing that they were ill-motivated in testifying against their own brother and in favor of their sister. Records are also bereft of any allegation that a grudge existed between the witnesses and the defendant-appellant. In fact, defendant-appellant failed to completely and convincingly refute the narrations proffered by his siblings.

Second, We cannot take hook, line and sinker defendant-appellant's claim that he was misled in signing the Deed of Absolute Sale. Evidence would reveal that defendant-appellant is well educated, conversant in the English language, acquired good jobs and was familiar with contracts. Certainly, he is not a gullible person who can easily be persuaded or deceived. His stature casts a serious doubt and even to the point of negating his contention that he was made to believe by the plaintiffs-appellees' bookkeeper that the Deed of Sale was only a formality, especially, since he signed five (5) copies without any force or duress. He also gave his residence certificate and surrendered the owner's copy of the certificate of title of the property without any protestation.

Verily, all these circumstances favored the existence of a valid contract between the parties, clearly buttressing the stance of the plaintiffs-appellees.

Corollary thereto, there is also no merit to defendant-appellant's contention that the transaction between the parties was an equitable mortgage.

It bears stressing that (t)he presumption of equitable mortgage created in Article 1602 of the Civil Code is not conclusive. It may be rebutted by competent and satisfactory proof to the contrary.[28]

An equitable mortgage is one which, although lacking in some formality, or form, or words, or other requisites demanded by a statute, nevertheless reveals the intention of the parties to charge real property as security for a debt, and contains nothing impossible or contrary to law.[29] The essential requisites of an equitable mortgage are: (1) the parties enter into what appears to be a contract of sale, (2) but their intention is to secure an existing debt by way of mortgage.[30]

Article 1602 of the Civil Code provides:

ART. 1602. The contract shall be presumed to be an equitable mortgage, in any of the following cases:

- (1) When the price of a sale with right to repurchase is unusually inadequate;
- (2) When the vendor remains in possession as lessee or otherwise;
- (3) When upon or after the expiration of the right to repurchase, another instrument extending the period of redemption or granting a new period is extended;
- (4) When the purchaser retains for himself a part of the purchase price;
- (5) When the vendor binds himself to pay the taxes on the thing sold;
- (6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

In any of the foregoing cases, any money, fruits, or other benefit to be received by the vendee as rent or otherwise shall be considered as interest which shall be subject to the usury laws.[31]

In the present case, none of the situations as contemplated in Article 1602 of the Civil Code is attendant.

Indubitably, no right to repurchase was established and the amount paid for the property was not inadequate. It was shown that the assessed value[32] of the parcel of land was P86,480.00 only, while the consideration was in the amount of P200,000.00. It has been held in *Sps. Santiago v. Dizon*[33] that (a)s for the alleged inadequacy of the purchase price - a consideration so far short of the real value of the property as to startle a correct mind[34] - this Court, in determining whether the price of a property is inadequate, has often referred to its assessed value.[35]

In this case also, the vendor has not remained in possession of the property. Defendant-appellant was not able to aptly establish through preponderance of evidence his possession over the property. On the other hand, the testimonies of the witnesses of plaintiffs-appellees clearly showed that it was them who were in possession of the property after the sale transpired.

Moreover, there was no other document executed by the parties after the Deed of Absolute Sale. Likewise, there was no evidence that the purchasers (plaintiffs-appellees) retained a portion of the purchase price.

As to the taxes, plaintiffs-appellees were able to adduce sufficient and credible evidence that they were the ones paying the taxes assessed on the property. x x x While tax receipts and declarations of ownership for taxation purposes are not, in themselves, incontrovertible evidence of ownership, they constitute at least proof that the holder has a claim of title over the property, particularly when accompanied by proof of actual possession. They are good indicia of the possession in the concept of owner, for no one in his right mind would be paying taxes for a property that is not in his actual or at least constructive possession. The voluntary declaration of a piece of property for taxation purposes manifests not only one's sincere and honest desire to obtain title to the property and announces his adverse claim against the State and all other interested parties, but also the intention to contribute needed revenues to the Government. Such an act strengthens one's bona fide claim of acquisition of ownership.[36]

Finally, as discussed earlier, the true intention of the parties was really to sell the property between themselves and not for any other purposes.

Furthermore, the testimony of defendant-appellant Jose Pampliega clearly negates his claim that an equitable mortgage exists as he even failed to state the interest rate for the alleged loan. In addition, no mortgage contract was also executed between the parties. Excerpts of the defendant-appellant's testimony are as follows:

Q: Mr. Witness, you declared now before this Honorable Court that your contract with your sister Mariella Parlan and your brother-in-law Gilbert Parlan was only a loan, is that correct?

A: Yes, a loan.

Q: How much (is) the interest?

A: What Gilbert said, its the same with the bank.

Q: How much (is) the interest of the bank?

A: I am not aware how much (is) the interest of the bank.

Q: You are not aware of the interest of the bank, did you ask your brother-in-law and your sister how much (is) the interest of the loan?

A: They told me just the same with the bank.

Q: You said that your brother-in-law told you like the interest of the bank, did you ask your brother-in-law how much?

A: How can I ask them they were in America.

Q: Did you write a letter to ask them how much the interest (was)?

A: Between siblings I think [sic] no need because we have an agreement that the interest should be the same with the bank.

Q: My question is, did you write your sister or your brother-in-law how much is the interest of the bank?

A: I did not write because we have an agreement.

Q: Did you ask your sister or your brother-in-law whether the interest will be paid monthly or yearly since it is a loan, as you claimed?

A: I did not ask.

Q: Did you ask your brother-in-law or your sister as to whether the interest they are going to collect will be compounded?

A: They did not say that it was compounded.

Q: So according to you the contract between your sister and your brother-in-law was a loan purportedly it was secured with the mortgage, right?

A: The title of my lot.

Q: Have you executed a real estate mortgage over lot 4038-D in favor of your sister or your brother-in-law to secure a loan?

A: What I gave to them is the title and according to them that is just for formality sake.

Q: So, Mr. Witness, you admitted that there was no real estate mortgage executed in favor of your brother-in-law or your sister over this alleged loan, right?

A: No real estate mortgage, sir.

Q: And in fact you admitted that aside from signing the Deed of Absolute Sale already marked as Exhibits "C", "D", "E", "F" and "G", you also delivered the title to the plaintiff, is that correct?

A: As a guarantee for a loan.[37]

All told and after the above-mentioned disquisitions, We find that preponderance of evidence tilts in favor of the plaintiffs-appellees. Therefore, the trial court's ruling was proper as it was in accordance with the law and jurisprudence.

WHEREFORE, in view of the foregoing, the Appeal is DENIED. The Decision[38] dated April 1, 2009 of the Regional Trial Court, Sixth (6th) Judicial Region, Branch 61, Kabankalan City, Negros Occidental in Civil Case No. 1301 is hereby AFFIRMED.

SO ORDERED.

Delos Santos, Chairperson and Azcarraga-Jacob, JJ., concur.

[*]Spelled as Mariella Parlan in the RTC Decision and TSNs.

[1] Rollo, pp. 50-73.

[2] Rollo, pp. 62-73; records, pp. 228-239.

[3] See TCT No. T-88318, records, pp. 14-15, 137-138; RTC Decision, rollo, p. 62; records. p. 228.

[4] Refer to the Complaint, records, pp. 1-11; Plaintiffs-Appellees' Brief, Statement of Facts, rollo, pp. 77-78, TSN dated January 15, 2008, pp. 1-40.

[5]See OR 1745424, dated November 8, 1999, records, p. 125.

- [6] Records, p. 140.
- [7] Records, p. 16, 126.
- [8] Records, pp. 17-18, 127-128, 129-130, 131-132, 133-134, 135-136.
- [9] Records, p. 147.
- [10] See Answer with Counterclaim, records, pp. 41-48; Defendant-Appellant's Brief, Facts of the Case, rollo, pp. 50-54, TSN dated April 30, 2008, pp. 1-23.
- [11] Records, p. 49.
- [12] Records, p. 50.
- [13] Rollo, pp. 62-73; records, pp. 228-239.
- [14] Rollo, pp. 72-73; records, pp.238-239 .
- [15] Spouses Ramos v. Obispo, G.R. No. 193804, February 27, 2013, citing Heirs of Pedro De Guzman v.Perona, G.R. No. 152266, July 2, 2010, 622 SCRA 653, 661-662, citing Gajudo v. Traders Royal Bank, G.R. No. 151098, March 21, 2006, 485 SCRA 108, 119-120.
- [16] Spouses Ramos v. Obispo, G.R. No. 193804, February 27, 2013, citing Chua v. Westmont Bank, G.R. No. 182650, February 27, 2012, 667 SCRA 56, 68, citing Eulogio v. Apeles, G.R. No. 167884, January 20, 2009, 576 SCRA 561, 571-572.
- [17] Duran v. Court of Appeals, G.R. No. 125256, May 2, 2006, citing Roca v. Court of Appeals, G.R. No. 114917, January 29, 2001, 350 SCRA 414.
- [18] Heirs of Intac v. Court of Appeals, G.R. No. 173211, October 11, 2012, citing Spouses Villaceran v. De Guzman, supra note 13, citing Ramos v. Heirs of Honorio Ramos, Sr., G.R. No. 140848, April 25, 2002, 381 SCRA 594, 601.
- [19] Heirs of Intac v. Court of Appeals, G.R. No. 173211, October 11, 2012, citing Sps. Ramon Lequin and Virginia Lequin v. Sps. Raymundo Vizconde and Salome Requin Vizconde, G.R. No. 177710, October 12, 2009, 603 SCRA 407, 417.
- [20] Heirs of Intac v. Court of Appeals, G.R. No. 173211, October 11, 2012, citing Spouses Villaceran v. De Guzman, G.R. No. 169055, February 22, 2012.
- [21] TSN dated October 2, 2006, pp. 7-8.
- [22] TSN dated October 2, 2006, p. 13.
- [23] TSN dated October 2, 2006, pp. 23-24.
- [24] TSN dated October 2, 2006, p. 27.
- [25] TSN dated October 2, 2006, pp. 28-29.
- [26] TSN dated November 22, 2006, pp. 5-6.
- [27] TSN dated September 3, 2007, pp. 6-9.
- [28] Sps. Santiago v. Dizon, G.R. No. 172771, January 31, 2008, citing Sps. Austria v. Sps. Gonzales, Jr., 465 Phil. 355, 365 (2004).

[29] *De Delfin v. Dellotta*, G.R. No. 143697, January 28, 2008, citing *Go v. Bacaron*, G.R. No. 159048, October 11, 2005, 472 SCRA 339, 347.

[30] *De Delfin v. Dellotta*, G.R. No. 143697, January 28, 2008, citing *Ramos v. Sarao*, G.R. No. 149756, February 11, 2005, 451 SCRA 103, 113, citing *Ceballos v. Mercado*, 430 SCRA 230 (2004); *Matanguihan v. Court of Appeals*, 341 Phil. 379 (1997); *Santos v. Court of Appeals*, G.R. No. 83664, November 13, 1989, 179 SCRA 363.

[31] *De Delfin v. Dellotta*, G.R. No. 143697, January 28, 2008.

[32] See Official Receipt No. 118075, records, p. 142; Notice of Assessments of Real Property and Tax Bill, records, p. 143.

[33] G.R. No. 172771, January 31, 2008.

[34] *Sps. Santiago v. Dizon*, G.R. No. 172771, January 31, 2008, citing *Vide Asia Banking Corporation v. Corcuera*, 51 Phil. 781, 784-785 (1928).

[35] *Sps. Santiago v. Dizon*, G.R. No. 172771, January 31, 2008, citing *Vide Abapo-Almario v. Court of Appeals*, 283 Phil. 933, 941 (2000); *Jocson v. Court of Appeals*, G.R. No. 55322, February 16, 1989, 170 SCRA 333, 343; *Bagadiong v. Vda. de Abundo*, G.R. No. L-75395, September 19, 1988, 165 SCRA 459, 462.

[36] *Heirs of Intac v. Court of Appeals*, G.R. No. 173211, October 11, 2012.

[37] TSN dated July 7, 2008, pp. 22-26.

[38] Rollo, pp. 62-73; records, pp. 228-239.

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.