

SPS. EFREN AND MARINA REYES, PLAINTIFFS-APPELLEES, VS. SPS. ARNOLD ANSING, SPS. MARCIANO GUIANG AND SPS. JUSTO BARRERA, DEFENDANTS-APPELLANTS,

Ponente: SORONGON, J.

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SORONGON, J.:

This is an Appeal[1] from the Decision[2] dated January 12, 2011 of the Regional Trial Court of Pasig City, Branch 152 in Civil Case No. 68072 entitled "Sps. Efren and Marina Reyes versus Sps. Arnold Ansing, Sps. Marciano Guiang and Sps. Justo Barrera".

The facts as culled from the records: On October 30, 1987, spouses Efren and Marina Reyes (plaintiffs-appellees) bought from Honorata Reyes the 342 square-meter portion of her lot covered by TCT No. 194454 consisting of 2,287 square meters. The Deed of Absolute Sale executed by Honorata Reyes in favor of plaintiffs-appellees was consequently annotated in TCT No. 194454. Thereafter plaintiffs-appellees made known to the occupants thereof, namely: spouses Arnold Ansing, spouses Marciano Guiang and spouses Justo Barrera (defendants-appellants) that they are now the owner of the said lot and at the same time allowed them to stay thereat until such time they would be needing it.

This 342 square-meter lot which plaintiffs-appellees bought from Honorata Reyes consists of six (6) parcels. Five (5) parcels have an area of 56 square meters each and one (1) has an area of 62 square meters. The three (3) parcels are occupied by Carmelita Chan, Linda Pascua, Rodolfo Cruz who are paying their rentals to plaintiffs-appellees and the other three (3) parcels are occupied by defendants-appellants.

When Honorata Reyes was still alive, plaintiffs-appellees allowed the former to collect the rent from the tenants to support her hospital and medical expenses. But after Honorata Reyes' death, defendants-appellants had stopped paying their rents. Plaintiffs-appellees thus demanded from them to vacate the premises which they refused to abide. An ejectment suit was filed against them but it was dismissed. Later, plaintiffs-appellees filed the case for Recovery of Possession.

For his part, defendant-appellant Justo Barrera averred that on July 22, 1980 he bought the house of Ma. Luz Flores. Thereafter, he entered into a lease agreement with Honorata Reyes over the lot where the said house stands. He had been paying the rent to Honorata Reyes until her death in July 1991. According to him, when he visited the wake of Honorata Reyes, Anicia Reyes, sister of the deceased, told him that they needed money for Honorata's funeral services. Hence, he gave Anicia Reyes the amount of Php44,800.00 which was his payment for the lot where his house stands. In fact, they executed a Deed of Absolute Sale covering said lot with Anicia Reyes signing as the seller. On the basis of said sale transaction, Justo Barrera asserted that he becomes the lawful owner of the subject property where his house is erected. He admitted though that he has not paid realty taxes for it nor inquired about the title thereof.

Defendant-appellant Marciano Guiang, Sr. claimed that he constructed a house on Honorata Reyes' property sometime in 1967. He also entered into a "Kasunduan sa pagpapaupa ng Lupa" on May 5, 1967. He paid rents

religiously until 1997 when plaintiffs-appellees filed an ejectment case against him.

The court a quo ruled in favor of plaintiffs-appellees in this wise:

"WHEREFORE, premises considered, decision is hereby rendered in favor of the plaintiffs and against the defendants:

1. Ordering the defendants to vacate the premises;
2. Ordering the defendants to pay the amount of P30,000.00 as and [by way of] attorney's fees;
3. Costs of suit.

SO ORDERED."[3]

Therefrom, defendants-appellants interposed the instant appeal alleging that -

THE TRIAL COURT GRAVELY ERRED IN ORDERING THE DEFENDANTS-APPELLANTS TO VACATE THE SUBJECT PREMISES DESPITE THE PLAINTIFFS-APPELLEES' FAILURE TO ESTABLISH THEIR CAUSE OF ACTION THROUGH A PREPONDERANCE OF EVIDENCE.

Stated, differently, the issue is whether or not the trial court was correct in confirming the ownership of plaintiffs-appellees over the subject property and ordering defendants-appellants to vacate the same and to pay attorneys fees.

Weighing the evidence on record, we affirm the trial court's assessment that there is an overwhelming evidence to support the cause of action of plaintiffs-appellees.

First, plaintiffs-appellees have proven their right and ownership over the portions of Honorata Reyes' property particularly designated and identified as Lots 18 to 23 under the "Kasulatan" (Exhibit "A"). Its due execution and authenticity was not questioned and no countervailing evidence was presented to impeach its validity. Defendants-appellants argue that the "Kasulatan" appears to be irregularly notarized since the names of the Notary Public and the instrumental witnesses cannot be ascertained as only their full signatures were affixed therein[4]. It is an absurd argument. The "Kasulatan" was never at all impugned to be a fake document nor the signatures appearing thereon were found to be forgeries. When a notarized document is presented as an evidence, its due execution and validity is presumed. As held in the case of *Pan Pacific Industrial Sales, Co .vs. Court of Appeals*[5]:

A notarized document carries the evidentiary weight conferred upon it with respect to its due execution, and it has in its favor the presumption of regularity which may only be rebutted by evidence so clear, strong and convincing as to exclude all controversy as to the falsity of the certificate. Absent such, the presumption must be upheld. The burden of proof to overcome the presumption of due execution of a notarial document lies on the one contesting the same. Furthermore, an allegation of forgery must be proved by clear and convincing evidence, and whoever alleges it has the burden of proving the same.

Verily, it is not the obligation of the plaintiffs-appellees to prove the due execution and authenticity of the "Kasulatan" precisely because the notarization does away with such burden. If the defendants-appellants believed that the said document is forged or fake then the law places upon them the onus of presenting countervailing evidence which, unfortunately, they did not.

Second, plaintiffs-appellees, in order to protect their rights, have the "Kasulatan" inscribed in the TCT of Honorata Reyes, under Entry No. PT-16720 (Exhibit "B-2") in the memorandum of encumbrances recorded at the dorsal portion of TCT No. 194454. Even if the title remains in the name of Honorata Reyes, it does not follow

then that plaintiffs-appellees has no right whatsoever to the property. The inscription had given them the right of ownership on the said property. Registration is not equivalent of title, but is only the best evidence thereof.[6] Title as a concept of ownership should not be confused with the certificate of title as evidence of such ownership although both are interchangeably used.[7]

Justo Barrera's claim of ownership over the lot upon which his house stands cannot be upheld. The Deed of Sale executed between him and Anicia Reyes was not formally offered in evidence. Failure to make a formal offer shall be deemed a waiver to submit it. Consequently, as in this case, any evidence that has not been offered shall be excluded and rejected.[8] Even if the Deed of Sale is admitted into evidence, just the same, its validity will have to pass judicial scrutiny. The seller, Anicia Reyes, is not the owner of the property. She may be an heir of Honorata Reyes, being the latter's sister, but her right to dispose the said property is yet to be tested as she has to prove her right to succeed in the proper proceedings. Besides, on the further assumption that the sale is valid, the same would only pertain to Anicia Reyes' successional rights and not to a particular or definite portion of the property. In the case of Carvajal vs. Court of Appeals[9] it was held that:

An individual co- owner cannot adjudicate to himself or claim title to any definite portion of the land or thing owned in common until its actual partition by agreement or judicial decree. Prior to that time all that the co-owner has is an Ideal or abstract quota or proportionate share in the entire thing owned in common by all the co-owners. What a co owner may dispose of is only his undivided aliquot share, which shall be limited to the portion that may be allotted to him upon partition. Before partition, a co-heir can only sell his successional rights. (emphasis supplied).

With the foregoing discussions in set, it is clear that plaintiffs-appellees were able to prove their ownership over the property and their right to recover the same. Thus, an affirmance of the assailed decision of the trial court is warranted.

WHEREFORE, the Appeal is hereby DENIED. Accordingly, the Decision dated January 12, 2011 of the Regional Trial Court of Pasig City, Branch 152 in Civil Case No. 68072 is AFFIRMED in toto.

SO ORDERED.

Carandang, (Chairperson), and Gonzales-Sison, JJ., concur.

[1] Rollo, pages 20-38.

[2] Rollo, pages 40-49..

[3] Supra at Note 2

[4] rollo, p. 28

[5] G.R. No. 125283, February 10, 2006.

[6] Sheng vs. Court of Appeals, G.R. No. 115402, July 15, 1998.

[7] Ibid.,

[8] Ibid.,

[9] G.R. No. L-44426, February 25, 1982.

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