

SPOUSES FREDO (A.K.A. ALFREDO) AND FLORENDA EMAS, PETITIONERS, VS. LUCINDA P. DELMO AND LARRY P. DELMO. RESPONDENTS.

Ponente: LLOREN, J.

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LLOREN, J.:

This is a petition for review under Rule 42 of the Rules of Court assailing the Decision[1] dated 7 September 2012 of the Regional Trial Court (Branch 26) of Surallah, South Cotabato, dismissing petitioners' appeal for lack of merit. Likewise assailed is the Order[2] dated 10 December 2012 denying their motion for reconsideration.

The facts are as follows:

This case involves a parcel of unregistered land known as Lot No. 1348 located at the corner of National Highway and T. Pinpin Street, Libertad, Surallah, South Cotabato, with an area of 478.36 square meters. The property was the subject of an action for forcible entry before the Municipal Circuit Trial Court of Surallah-Lake Sebu, between Teofilo Non and Diosdado Non, Sr., as plaintiffs, against Lorenzo Delmo, Larry Delmo and Samuel Tacardon, as defendants. It was docketed as Civil Case No. 446(148). The MCTC of Surallah-Lake Sebu, ruled in favor of plaintiffs. Defendants appealed the Decision of the MCTC to the Regional Trial Court, 11[th] Judicial Region, Surallah, South Cotabato. On 23 July 1992, the RTC of Surallah, South Cotabato, set aside the aforesaid MCTC Decision and dismissed the complaint for forcible entry ruling that defendants had prior possession of the property which dates back to the Marcos regime.[3] Aggrieved, plaintiffs filed a petition for review before the Court of Appeals Manila. Unfortunately, they failed to file their petition on time. As a result, the Court of Appeals Manila dismissed the petition and the RTC Decision became final and executory on 30 October 1992.[4] Thus, the issue of who has prior possession between plaintiffs Teofilo Non and Diosdado Non, Sr.; and defendants Lorenzo Delmo, Larry Delmo and Samuel Tacardon was finally laid to rest. Since then, defendants remained in possession of the property which was actually occupied by Larry Delmo. Thereafter, Larry's mother, Lucinda, constructed a building on the property.[5]

Larry claims that since his family was no longer using the lot and building, he leased these properties to Fredo Emas for one (1) year from 1 January 1996 to 31 December 1997 at a monthly rental of P500.00, as shown by the Rental Agreement Contract dated 1 January 1996.[6] After the lease expired, they failed to renew the contract. Since then, Larry tolerated Fredo's possession of the property for 14 years until he discovered on 29 April 2010 that Fredo and his children demolished the building on the lot for them to build their houses on the property.[7]

Larry and her mother Lucinda immediately reported the incident to the police station and before the Lupon Tagapamayapa of Libertad, Surallah, South Cotabato, for conciliation, but to no avail.[8] On 22 June 2010, the Office of the Lupon Tagapamayapa issued a Certification to File Action to respondents.[9]

On 18 August 2010, Larry, through his counsel, sent a demand letter to Fredo to vacate the disputed property within 10 days from notice[10] which the latter ignored claiming that the lot is actually owned by Teofilo Non, who authorized him to stay on the property.[11]

Consequently, Larry and Lucinda filed a complaint for unlawful detainer against spouses Fredo and Florendia Emas before the Municipal

Circuit Trial Court of Surallah-Lake Sebu, 11th Judicial Region, South Cotabato, docketed as Civil Case No. 341-S.

In their Answer, spouses Fredo and Florendia Emas denied the allegations in the complaint and claimed that Fredo did not sign a contract of lease with Larry. They also denied that Lucinda had a building on the property.[12]

In their Position Paper, however, Fredo admitted that he demolished the building per instruction of Teofilo Non after the latter appointed him as caretaker of the disputed property.[13]

After considering the arguments of both parties, the MCTC of Surallah-Lake Sebu, Surallah, South Cotabato, ruled in favor of Larry and Lucinda Delmo, ordering spouses Fredo and Florendia Emas to vacate the property.[14]

Fredo appealed to the Regional Trial Court (Branch 26) of Surallah, South Cotabato, which dismissed the same and upheld the Decision of the MCTC of Surallah-Lake Sebu, Surallah, South Cotabato. The highlights of the Decision read:

Assessing the facts revealed in this case, the court believes that the plaintiffs have a cause of action against the defendant. The defendant having entered into a Rental Agreement Contract with the plaintiff, in effect, recognized the latter's (sic) ownership over the subject lot and the building existing thereon. The denial by defendant of his signature appearing in the said document cannot be believed as he himself claimed ownership over the land as shown by the Tax Declaration in his name dated December 8, 2010. xxx

Considering there is a Rental Contract binding the plaintiffs and the defendant, the denial by the defendant of his signature appearing therein being not challenged by him by presenting an expert witness before the court a quo, this court therefore has to uphold the signature appearing in said documents is his. xxx

Spouses Fredo and Florendia Emas now come to Us ascribing a litany of errors which We consider as immaterial and improper in an unlawful detainer case because the only issue to be resolved in this summary proceeding is whether the spouses are unlawfully withholding possession of Lot No. 1348.

Fredo and Florendia argue that Larry had no legal right or basis to file the action for unlawful detainer since the Rental Agreement Contract is void. Fredo did not sign the contract of lease with Larry. The signature appearing in the contract on top of his name is a forgery which is different from his true and genuine signature appearing in the promissory note prepared by Countrywide Rural Bank of Surallah.

We disagree.

Spouses Fredo and Florendia Emas, including the MCTC and RTC of Surallah, South Cotabato, rely heavily on the issue of forgery in resolving this case. In Our perspective, however, forgery has little bearing here considering that Larry's action for unlawful detainer is not predicated on the expiration of the lease contract but on tolerance. As the records show, the Rental Agreement Contract already expired on 31 December 1997 which was not renewed by the parties. Despite its termination, Larry allowed Fredo to remain in the property for 14 years without any rent until he discovered on 29 April 2010 that Fredo and his family demolished Lucinda's building on the lot. This prompted Larry to send a demand letter to Fredo asking them to vacate the property within 10 days from notice which the latter ignored. It has been held that a person who occupies the land of another at the latter's forbearance or permission without any contract between them is necessarily bound by an implied promise that he will vacate upon demand failing which a summary action for ejectment is the proper remedy against him.[15]

Besides, even if We are to rule on the issue of forgery of Fredo's signature in the contract of lease, this argument would still fail. Forgery cannot be presumed and must be proved by clear, positive and convincing evidence and the burden of proof lies on the party alleging forgery.[16] Unfortunately, spouses Fredo and Florendia Emas failed to discharge this burden. Hence, the presumption of validity of notarized documents must be sustained.

Accordingly, Larry and Lucinda were justified in filing the case for unlawful detainer against spouses Fredo and Florendia. In an unlawful detainer case, the defendant's possession was originally lawful but ceased to be so by the expiration of his right to possess. Unlawful withholding has been held to imply possession on the part of the defendant, which was legal from the beginning, having no other source than a contract, express or implied, and which later expired as a right and is being withheld by defendant.[17] The issue of rightful possession is the one decisive, for in such action, the defendant is the party in actual possession and the plaintiff's cause of action is the termination of the defendant's right to continue in possession.[18]

WHEREFORE, premises considered, the petition is DENIED for lack of merit. The assailed Decision¹⁹ dated 7 September 2012 of the Regional Trial Court (Branch 26) of Surallah, South Cotabato is AFFIRMED in toto.

SO ORDERED.

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Azcarraga-Jacob and Contreras, JJ., concur.

[1] Rollo, p.37, Penned by Hon. Roberto Ayco

[2] Id., p.51

[3] Rollo, pp.234-239

[4] Id., p.240

[5] Id., p.67

[6] Id., p.227

[7] Id., p.67

[8] Rollo, p.67

[9] Id., p.230

[10] Id., p.231

[11] Id., p.232

[12] Id., p.9

[13] Id., pp.68-69

[14] Id., pp.66-76

[15] Jimenez v. Patricia, Inc., G.R. No. 134651. September 18, 2000.

[16] Citibank v. Sabeniano, G.R. No. 156132. February 6, 2007

[17] Malison vs. Court of Appeals, G.R. No. 147776. July 10, 2007.

[18] Estrella vs. Robles, Jr. G.R. No. 171029. November 22, 2007.

[19] Rollo, p.37, Penned by Hon. Roberto Ayco

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