

SPOUSES TEODORICO M. VIOVICENTE AND DOMINGA L. VIOVICENTE, PLAINTIFFS-APPELLEES, VS. SPOUSES DANILO L. VIOVICENTE AND ALICE H. VIOVICENTE, THE REGISTER OF DEEDS OF CALAMBA, LAGU...

Ponente: PERALTA, JR., E. B., J.

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PERALTA, JR., E. B., J.:

To impugn the trial court's adverse verdict[1] and to disabuse the perceived compulsion employed by the son against his parents, nay, forgery in the execution of a Deed of Sale over a parcel of land at Laguna, the current appeal was interposed by the descendant now before Us premised on the proposition that the transfer was an offshoot of an internal family arrangement.

We shall sift through pertinent specifics of the family squabble.

Through a GSIS housing loan[2] obtained by Teodorico M. Viovicente, the property at San Pedro, Laguna, then covered by TCT No. T-264547 in the name of Teodorico M. Viovicente, married to Dominga L. Viovicente, was transferred in 1993 via a deed of absolute sale in favor of their son Danilo Viovicente[3] whose dominion was reflected on TCT No. T-356656.[4]

In 2003, the parents of Danilo Viovicente commenced a suit for reconveyance and annulment of sale[5] before the court a quo on the principal idea that they were coerced by their son on June 24, 1993 to sign the transfer document at Tacloban and the document could not have been notarized in Manila inasmuch as the parents were then in Tacloban.

Asserted on his Answer[6] were Danilo's contrary submissions. He denied the so-called coercion and claimed that he was actually the owner of the disputed property. Per his account, there was an agreement that his father will obtain a loan from the GSIS to purchase a low-cost property at San Pedro, Laguna which he will finance. He further alleged that it was his father who suggested for a loan from the GSIS because Danilo can hardly afford to purchase the property in cash and the property will only be transferred to him upon full payment. After complete payment from monthly allotments he sent to his father, TCT No. 264547 was issued in favor of his parents.

Later, Danilo secured cancellation of TCT No. T-264547[7] under his father's name and obtained Transfer Certificate of Title No. T-356656[8] issued in his name. Danilo further alleged that, at first, his father was reluctant to sign the Deed of Absolute Sale but it was nonetheless signed after Danilo explained that the house can still be used by his siblings. To facilitate the transfer of the title in his name, Danilo gave the Deed of Sale to his brother Phio. Unfortunately, processing of the transfer did not materialize and it was Phio who executed another identical deed for their parents to sign which scheme was intended to avoid surcharges and penalties on taxes.

It was likewise underscored by Danilo that the basis for cancellation of TCT No. T-264547[9] and issuance of TCT No. T-356656[10] in his name was the Deed of Absolute Sale dated December 14, 1995,[11] notarized by one Paciano F. Fallar, Jr., and not the Deed of Absolute Sale dated June 24, 1993,[12] which was acknowledged

before Notary Public Geraldine Marie C. Paloma.

During pre-trial conference, there were details which were conceded by the parties:

- “1. that there was no written agreement between plaintiffs and Danilo Viovicente expressly stating that plaintiff Teodorico Viovicente will loan the property from the GSIS and Danilo will pay the monthly amortization by sending to plaintiffs monthly remittances;
2. that the defendant Danilo Viovicente have no personal knowledge in the drafting and alleged signing of the second deed of sale which is Annex “1” to the answer;
3. that defendant is admitting the existence of Annexes “B” & “D”;
4. that plaintiffs' and defendants' parents without them, Danilo would not be able to finish college;
5. that plaintiff Teodorico Viovicente was an employee of the GSIS in 1983;
6. that the real estate loan over the subject property was obtained from the GSIS;
7. that Annex “1” to the answer which is the second deed of sale was drafted and presented in order to evade the payment of surcharges and penalties on the taxes;
8. that Danilo is a ship captain in international shipping;
9. that plaintiffs admit the existence of TCT No. T-356656;
10. that on June 24, 1993 when Annex “C” of the complaint was signed by the plaintiffs, defendant Danilo Viovicente was still single;
11. that plaintiffs admit as stated in paragraph 7 of the complaint.
12. that the signatures on Annex “C” more particularly page 2 thereof are the signatures of Teodorico Viovicente and Dominga Viovicente with the qualification that they were coerced to sign the same;
13. that Danilo Viovicente on January 16, 1996 was no longer single.”[13]

After trial, the court a quo rendered the Decision,[14] the fallo of which reads:

“WHEREFORE, judgment is hereby rendered in favor of plaintiffs and against defendants hereby directing defendants to reconvey to plaintiffs the property originally covered by Transfer Certificate of Title T-356656; declaring the Deed of Absolute Sale dated June 24, 1993 as null and void; and directing the Register of Deeds of Calamba, Laguna to cancel Transfer Certificate of Title T-356656 issued in the name of defendant Danilo L. Viovicente and to issue a new Transfer Certificate of Title in the name of plaintiff Teodorico M. Viovicente, married to Dominga H. Viovicente.

SO ORDERED.”[15]

From the adverse Decision of the court a quo, appellants interposed an Appeal[16] based on two errors below in:

“I

... RULING THAT THE SALE IS VOID FOR WANT OF CONSIDERATION, BECAUSE THE APPELLEES WERE ALLEGEDLY COERCED INTO SIGNING THE DEED;

II

... NOT DISMISSING THE COMPLAINT.”[17]

Can reconveyance be the logical outcome of the suit within the family, like what the trial court perceived it to be?

It was beyond dispute that the signatures reflected on the questioned Deed of Absolute Sale where those of appellees inasmuch as the parents did not^[18] disavow their penmanship thereon. What the parents wanted Us to absorb was their son's coercion or intimidation as prelude to affixing their signatures.

Let Us then consider how the court below arrived at the challenged conclusion:

"After a careful consideration of the evidence adduced, the Court is of the belief and so holds that the Deed of Absolute Sale (Exhibit "C") executed by plaintiff Teodorico Viovicente acknowledged before Notary Public Geraldine Marie C. Paloma is devoid of any consideration.

Under Article 1313 of the Civil Code, "[T]here 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." Article 1352 of the Civil Code also provides that "[C]ontracts without cause xxx produce no effect whatsoever."

The Deed of Absolute Sale states that Danilo Viovicente paid, and Teodorico Viovicente received, the P111,180.00 purchase price on June 24, 1993, the date of signing of the Deed of Sale. This is clear from the following provision of the Deed of Absolute Sale:

'NOW THEREFORE, for and in consideration of the premises, and more specifically of the sum of One Hundred Eleven Thousand One Hundred Eighty Pesos (111,180.00) Philippine Currency, the receipt whereof is hereby acknowledged from the vendee to the entire satisfaction of the vendor, the said vendor does hereby sell. Transfer and convey, in a manner absolute and irrevocable in favor of the vendee, his heirs, and assigns the land above-described together with the house and improvements existing thereon; xxx'

On its face, the Deed of Absolute Sale the [sic] purports to be supported by a consideration in the form of a price certain in money. However, based on the evidence presented by plaintiffs, they were merely forced by Danilo Viovicente to sign the Deed of Absolute Sale and that they did not receive any consideration in the amount of P111,189.00 from Danilo Viovicente. There was indisputably a total absence of consideration contrary to what is stated in [sic] Deed of Absolute Sale. Where, as in this case, the deed of absolute sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void ab initio for lack of consideration.

On this point, it must be stated that Teodorico and Dominga Viovicente were consistent in their narration of the manner by which the events transpired, and they remained steadfast in their declaration that they were forced and intimidated by defendant Danilo Viovicente to sign the Deed of Sale dated June 24, 1993 and that they did not receive any consideration therefor. It must be stressed that these witnesses testified in a categorical, straightforward, spontaneous, and consistent manner. They are, therefore, considered credible witnesses and their testimony is worthy of judicial acceptance."^[19]

We do not share an identical sentiment on how the legal controversy must be evaluated.

It must be underscored that it was not the Deed of Absolute Sale dated June 24, 1993 acknowledged before Notary Public Geraldine Marie C. Paloma,^[20] which was the basis for the cancellation of TCT No. 264547^[21] and the issuance of TCT No. 356656 in their son's name, but the Deed of Absolute Sale dated December 14, 1995.^[22] Thus, and in a manner of speaking, appellees' thesis of cajolery and physical pressure^[23] relative to the deed of absolute sale in 1993 for TCT No. 356656 issued by the Registry of Deeds of Calamba on January 16, 1996^[24] was a paradigm in anachronism.

With respect to judicial attitude towards a notarized instrument, it is fitting to echo that a deed of absolute sale that was subjected to the ritual of a notary public enjoys the inference of due execution of a public document.^[25] Necessarily, just like any other presumption, it can yield to cogent evidence from the party who intends to

override the inference, following Thayerian's Bursting Bubble Theory to the effect that presumptions are akin to bats of the law, fleeting in the twilight, but disappearing in the sunshine of actual facts.[26] On this score, appellees' evidence, as proponents of the cause of action, barely scratched the surface inasmuch as there was no concrete demonstration of their son's superior position on contractual matters.

Moreover, the significance of notarization of a document was reiterated in *Bernardo v. Atty. Ramos*:^[27]

"The importance attached to the act of notarization cannot be overemphasized. Notarization is not an empty, meaningless, routinary act. It is invested with substantive public interest, such that only those who are qualified or authorized may act as notaries public. Notarization converts a private document into a public document thus making that document admissible in evidence without further proof of its authenticity. A notarial document is by law entitled to full faith and credit upon its face. Courts, administrative agencies and the public at large must be able to rely upon the acknowledgment executed by a notary public and appended to a private instrument."

Furthermore, a strong presumption exists that Torrens Titles were regularly issued and that they are valid. The real purpose of the Torrens system is to quiet title to land. Once a title is registered, the owner may rest secure, without the necessity of waiting in the portals of the court, or sitting in the *mirador de su casa*, to avoid the possibility of losing his land.^[28]

But what about the idea^[29] that their signatures on the Deed of Absolute Sale in 1995 was borne of a sinister plot?

Mere allegations of forgery are not enough. In the absence of competent and positive evidence that the title of the appellants were secured thru fraud, the presumption is it has been issued regularly in the absence of actual fraud.^[30]

Even on the assumption that there was fraud, an action for reconveyance thereon prescribes in four years from the discovery of the cajolery.^[31] Such discovery was deemed to have accrued upon issuance of the certificate of title over the property in 1996. Registration of real property is considered a constructive notice to all persons, and thus, the four-year period shall be counted therefrom.^[32] And since TCT No. 356656 was issued to appellants by the Register of Deeds on January 16, 1996 while the suit was filed in 2003, appellees' action for reconveyance was precluded by the inevitable ticking of the clock.

WHEREFORE, premises considered, the appeal is hereby GRANTED. Accordingly, the assailed Decision³³ of the Regional Trial Court, Branch 93, San Pedro, Laguna in Civil Case No. SPL-0898 is hereby REVERSED and the Complaint is hereby DISMISSED.

SO ORDERED.

De Leon, (Chairperson) and Cruz, JJ., concur.

[1] Decision dated March 5, 2010 from RTC, Branch 93, San Pedro, Laguna, Rollo, pp. 59-64; with Amended Decision dated July 16, 2010, Record, pp. 436-441, insofar as the middle initial of Dominga L. Viovicente.

[2] GSIS Certification dated May 12, 1986, Exhibit B, Record, page 171.

[3] Deed of Absolute Sale dated June 24, 1993, Record, pp. 12-14.

[4] Dated January 16, 1996, Record, page 16.

[5] Complaint dated January 20, 2003, Record, pp. 2-9.

- [6] Answer, Record, pp. 41-52.
- [7] Record, page 10.
- [8] Record, page 16.
- [9] Record, page 10.
- [10] Record, page 16.
- [11] Record, pp. 53-55.
- [12] Record, pp. 12-14.
- [13] Pre-trial Order, Record, pp. 133-134.
- [14] Decision dated March 5, 2010, Rollo, pp. 59-64.
- [15] Decision dated March 5, 2010, p. 6, Rollo, p. 64.
- [16] Notice of Appeal filed on April 8, 2010, Record, pp. 425-426.
- [17] See Appellants' Brief, p. 5, Rollo, p. 51.
- [18] Paragraphs 7-10, Complaint, Record, pp. 3-4; TSN, November 21, 2003, page 10; Section 4, Rule 129, Section 2 (a), Rule 131.
- [19] Decision dated March 5, 2010, pp.4-5, Rollo, pp.62-63.
- [20] Deed of Absolute Sale dated June 24, 1993, Record, pp. 12-14.
- [21] TCT No. T-264547, Record, page 10.
- [22] Paragraph 24, Answer dated April 11, 2003, Record, page 47; Entry on the dorsal portion of TCT No. T-264547, Record, page 10.
- [23] Paragraphs 7-10, Complaint dated January 20, 2003, Record, pp. 3-4.
- [24] Record, page 16.
- [25] Section 3 (m), Rule 131, Section 19 (b), Rule 132, Revised Rules on Evidence; Peralta, Jr., Perspectives of Evidence, 2005, page 375, citing 7 Francisco, The Revised Rules of Court in the Philippines, Part II, 1991, page 106.
- [26] 6 Herrera, Remedial Law, 1999, page 36, citing Lamm J. in Mackowik vs. Kansas City, St. Josephs & Council Bluffs Railroad Co., 196 Mo. 550, 5571, 94 S.W. 262 [1906], quoted in 9 Wigmore, Evidence, Section 249, McCormick, page 582; 1 Jones on Evidence, The Law of Evidence, Civil and Criminal, 5th Edition, 1958, page 204, McCormick on Evidence, 1972, page 821.
- [27] Administrative Case No. 5645, July 2, 2002.
- [28] Republic of the Philippines vs. De Asis, Jr., G.R. No. 193874, July 24, 2013.
- [29] Paragraphs 3.6 to 3.11, Appellees' Brief dated September 16, 2011, Rollo, pp. 88-89.
- [30] Pomposa Saludaes vs. Court of Appeals, G.R. No. 128254, January 16, 2004.
- [31] Agcaoili, Property Registration Decree and Related Laws [Land Titles and Deeds, 2011, pp. 333-334, citing

D.B.T. Mar-Bay Construction, Inc. vs. Panes, G.R. No. 167232, July 31, 2009, 594 SCRA 578 – “... where the Court ruled that when an action for reconveyance is based on fraud, it must be filed within four (4) years from discovery of the fraud. Such discovery is deemed to have taken place from the issuance of the original certificate of title...”

[32]Philippine Economic Zone Authority v. Fernandez, G.R. No. 138971, June 6, 2001, 358 SCRA 489.

[33]Decision dated March 5, 2010, Rollo pp. 59-64.

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