

**HEIRS OF DANIEL AMBID AND MATILDE ROMAY REPRESENTED BY
PATERNO AMBID, ATTORNEY-IN-FACT, PLAINTIFFS-APPELLEES, VS.
HEIRS OF BIENVENIDO LIM AND MAMERTA BARDENAS,
DEFENDANTS, VS. N...**

Ponente: INTING, J.

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INTING, J.:

Under review in this APPEAL is the Decision[1] dated December 11, 2008 of the Regional Trial Court, Branch 23, Kidapawan City in Civil Case No. 2001-21 for “Declaration of Nullity of Deed of Sale, Annulment of Title, Reconveyance, Recovery of Possession, Delivery of Owner’s Copy of Title, Accounting and Damages with Preliminary Prohibitory Injunction”.

The facts of the case are as follows:

The late Daniel Ambid (Daniel) was an applicant for homestead patent of Lot No. 211, Pls-222 (the land subject of this case) located at Buluan, Tulunan, Cotabato and containing an area of ten (10) hectares more or less. The application was filed on January 21, 1948.

On January 22, 1955, Daniel transferred his homestead rights to Braulio Catedral (Braulio) for a consideration of P500.00. However, the transfer was not approved by the Bureau of Lands. Consequently, the patent was approved and Original Certificate of Title (OCT) No. V-8800[2] was issued on May 11, 1956 in the name of Daniel, and not Braulio. On May 4, 1961, Daniel borrowed from the Development Bank of the Philippines (DBP) the sum of P1,700.00. He signed a promissory note[3] together with his wife, Matilde Romay Ambid. The loan was also secured by a mortgage[4] on the land covered by OCT No. V-8800.

On May 22, 1968, Daniel and Matilde executed a deed of sale[5] of the subject land covered by OCT No. V-8800 in favor of Bienvenido Lim for P15,000.00. As a consequence, Transfer Certificate of Title (TCT) No. T-49020[6] was issued in the name of Bienvenido, married to Mamerta Bardenas Lim. On October 8, 1977, Bienvenido died intestate. His widow, Mamerta, then executed an affidavit of adjudication[7] wherein she adjudicated the entire lot to herself. Subsequently, Mamerta sold a portion of the land to Elpidio Buendicho as evidenced by a document denominated as deed of sale with assumption of mortgage[8] and executed on July 28, 1986. Elpidio paid the loan to the DBP consisting of the principal sum and interests in the total amount of P25,000.00. The mortgage debt secured by the subject land was also cancelled. Also, Mamerta conveyed to Elpidio two (2) more hectares, more or less, of the subject land after the latter paid an additional amount of P30,000.00.

Before the sale with assumption of mortgage to Elpidio was executed, Mamerta had sold[9] five (5) hectares of the subject lot to Braulio Catedral on June 29, 1980. Braulio subsequently sold[10] a more or less one (1) hectare portion of the lot he bought from Mamerta to Julian Macabales. At present, Macabales is the one in possession of that portion.

Mamerta also sold a portion of about 20,000 square meters of the subject land to spouses Leonardo Castor and Norma Nazareno[11].

Despite all of the abovementioned contracts of sale, TCT No.T-49020 in the name of Bienvenido Lim was never cancelled.

On November 10, 2001, plaintiffs-appellees, the heirs of Daniel Ambid and Matilde Romy, through their attorney-in-fact Paterno Ambid[12], filed a complaint[13] for declaration of nullity of deed of sale, annulment of title, reconveyance, recovery of possession, delivery of owner's copy of title, accounting and damages with preliminary prohibitory injunction before the RTC. The complaint was amended on November 27, 200[14] and January 3, 2002[15], respectively. Plaintiffs-appellees alleged that the deed of sale executed on May 22, 1968 between the spouses Daniel and Matilde Ambid and Bienvenido Lim is a nullity from the beginning because the signature of Daniel Ambid was a forgery and that the signature of Matilde was procured through fraudulent means considering that she had died on August 27, 1948 or twenty (20) years prior to the execution of such deed; that since Matilde had already died, the subject land had become an inheritance in 1948, hence the consent of plaintiffs-appellees as heirs should have been secured prior to the sale; and that the sale was also illegal because the legitime reserved for the children under the law was annulled. Furthermore, it has not been shown that TCT No. T-49020 in the name of Bienvenido Lim was ever cancelled nor were there liens and encumbrances annotated on the title. Hence, defendants-appellants' possession over the land is illegal.

In their Answer[16], defendants-appellants countered, inter alia, that the claim or demand set forth in plaintiffs-appellees' pleading has long been waived or abandoned or otherwise extinguished by prescription and/or laches; that the complaint states no cause of action since they are not parties to the deed of sale dated May 22, 1968; that the deed of sale which plaintiffs-appellees sought to be nullified was produced and obtained from the custody of the Register of Deeds, hence genuine and unblemished by any alterations or circumstances of suspicion; and that therefore, it need not be proven as genuine and authentic.

Trial on the merits ensued.

On December 11, 2008, the RTC rendered a Decision in favor of herein plaintiffs-appellees, the dispositive portion of which provides:

WHEREFORE, this Court finds and so holds that plaintiffs are entitled to some of the reliefs they prayed for in their complaint. Defendants are directed to reconvey to plaintiffs portions of Lot No. 211, Pls-222 registered under TCT No. T-49020 which emanated from OCT V-8800 located at Buluan, Tulunan, Cotabato in the manner herein set forth:

Victor Garampiel- $2.8901/10.0019 \times 3.33 = 0.9622$ hectares

Leonardo Castor- $1.9966/10.0019 \times 3.33 = 0.6647$ hectares

Margarito Buendicho- $3.25/10.0019 \times 3.33 = 1.0820$ hectares

Julian Macabales- $1.00/10.0019 \times 3.33 = 0.3329$ hectares

Beverly Catedral- $.8652/10.0019 \times 3.33 = 0.2880$ hectares

Total = 3.3298 hectares or 3.3 hectares

Defendants are directed to pay plaintiffs jointly and severally the sum of P20,000.00 as damages. Defendants are directed to pay jointly and severally the documentation and segregation expenses to enforce this decision.

Defendants are directed to pay costs.

SO ORDERED.

The court a quo ratiocinated:

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The evidence of the plaintiffs that Matilde Romay died on August 27, 1948 is given more weight than the testimonies of the witnesses for the defendants. Roberto Claud had explained that the late Matilde Romay was even buried in the land of his father. He was the one who prepared the coffin. At the time of her death Bonifacio and Paterno were still five (5) years old and two (2) years old, respectively. His version is more categorical and direct. Xxx

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Considering that there is no proof as to the property regime of spouses Ambid during their marriage, it is presumed that it is conjugal partnership of gains. Matilde Romay's estate is entitled to one-half (1/2) of Lot No. 211, Pls-222 at the time of her death on August 27, 1948. The right of Daniel Ambid to sell the parcel of land is limited to his conjugal share and his share to the estate of his late wife Matilde. Roughly computed, Daniel Ambid can lawfully sell about five (5) hectares of his conjugal share and 1.667 hectares of his share to the estate of the late wife Matilde Romay. All in all, he can only lawfully dispose 6.667 hectares.

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Lot No. 211, Pls-222 is still registered under Transfer Certificate of Title No. T-49020 in the name of Bienvenido Lim and Mamerta Bardenas. The subsequent transfer executed by Mamerta Lim to several vendees were not issued transfer certificates of title in their favor. There is therefore a need to reconvey to plaintiffs portions of Lot No. 211, Pls-222 representing the shares of Bonifacio and Paterno sold by their father Daniel Ambid to spouses Bienvenido and Mamerta Lim.

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Hence, the instant appeal.

Defendants-appellants now come before Us raising the following assignment of errors[17]:

I.

THE HONORABLE PRESIDING JUDGE COMMITTED GRAVE ABUSE OF DISCRETION AND SERIOUS ERROR IN DIRECTING THE DEFENDANTS/APPELLEES (SIC) TO RECONVEY TO PLAINTIFFS/APPELLANTS (SIC) PORTIONS OF LOT NO. 211, PLS-222 REGISTERED UNDER TCT NO.T-49020;

II.

THE HONORABLE PRESIDING JUDGE COMMITTED A GRAVE ABUSE OF DISCRETION IN DIRECTING DEFENDANTS/APPELLANTS TO PAY PLAINTIFFS/APPELLANTS (SIC) THEIR PROPORTIONATE SHARE OF THE P20,000.00 AS WELL AS OTHER DAMAGES AWARDED TO THE LATTER AS DAMAGES; AND

III.

THE HONORABLE PRESIDING JUDGE HAS COMMITTED A GRAVE ABUSE OF DISCRETION AND SERIOUS ERROR IN NOT FINDING THAT THE CLAIM OR DEMAND SET FORTH BY THE PLAINTIFFS-APPELLEES HAVE LONG BEEN WAIVED, ABANDONED OR OTHERWISE EXTINGUISHED BY PRESCRIPTION AND/OR LACHES.

The issues raised by defendants-appellants are interrelated. In summary, the pertinent issues in the instant case are whether or not the court a quo erred (1) in finding that the deed of sale was void; and (2) in ordering for the reconveyance of the portions of the subject lot sold to defendants-appellants in favor of plaintiffs-appellees.

Our Ruling

The appeal is meritorious.

In civil cases, the specific rule as to the burden of proof is that the plaintiff has the burden of proving the material allegations of the complaint which are denied by the answer.[18] If the plaintiff, upon whom rests the burden of proving his cause of action, fails to show in a satisfactory manner facts on which he bases his claim, the defendant is under no obligation to prove his exception or defense.[19]

In the instant case, petitioners-appellees alleged in their complaint that the signature of Matilde Romay Ambid in the deed of sale dated May 22, 1968 was forged, arguing that Matilde had already died on August 27, 1948. In his testimony, Roberto Claud, said that he was the one who even made the coffin of Matilde at the time of her death. In ruling that the signature of Matilde Romay Ambid was indeed a forgery, the court a quo solely relied on the testimonies of Roberto Claud and Berlita Datuon that Matilde had died on August 27, 1948. However, no certificate of death of Matilde was ever presented by plaintiffs-appellees to confirm this allegation upon the excuse that it was difficult to secure one in Kidapawan, which had no passable roads that time.

As a public document, the subject Deed of Absolute Sale has in its favor the presumption of regularity, and to contradict it, there must be evidence that is clear, convincing and more than merely preponderant; otherwise the document should be upheld.[20] Deeply embedded in our jurisprudence is the rule that 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.[21]

We should also be mindful that as a rule, forgery cannot be presumed and must be proved by clear, positive and convincing evidence. The burden of proof rests on the party alleging forgery. Mere allegation of forgery is not evidence.[22] Moreover, it is well-settled that the best evidence of a forged signature in an instrument is the instrument itself showing the alleged forgeries.[23] The fact of forgery can be established by comparing the allegedly false signature with the authentic or genuine one.[24] In the case at bar, it must be stressed that nowhere in the decision was it ever shown that the court a quo made an independent examination of the questioned signatures in order to arrive at a reasonable conclusion as to their authenticity. No comparison was made by the court a quo as to the signature of Matilde in the questioned deed of sale with the other documents presented bearing her signature. Additionally, not even an examination of handwriting experts such as the NBI was ever made. Although resorting to handwriting experts is not mandatory or indispensable to the examination or the comparison of handwriting, they are usually helpful in the examination of forged documents because of the technical procedure involved in analyzing them.[25]

It is also worth noting that the records of the case are replete with evidence showing the contrary to plaintiffs-appellees' claim that Matilde had died as early as August 27, 1948. First, the notarized mortgage[26] dated May 4, 1961 and executed over the subject property by the Ambid spouses in favor of DBP was also signed by Matilde. Additionally, the promissory note attached to the mortgage bearing the same date was also signed by Matilde. The signatures of Matilde found on these documents were never proved by plaintiffs-appellees by clear, positive and convincing evidence that they were a forgery. We do not subscribe to the court a quo's sweeping

conclusion that the signatures of Matilde in the deed of sale and promissory note were a forgery considering that she had allegedly died on August 27, 1948. To reiterate, the question of forgery is one of fact and the resolution thereof involves an appreciation of evidence.[27] It is also noteworthy that one of the evidence presented by plaintiffs-appellees was a death certificate of Daniel Ambid showing that he died on November 12, 1995. On the face of the death certificate, however, Daniel Ambid's status shows that he is married, as shown by a check made on the box indicating that he is married and not on the box which should have indicated that he was already widowed at that time. A duly-registered death certificate is considered a public document and the entries found therein are presumed correct, unless the party who contests its accuracy can produce positive evidence establishing otherwise.[28] All these facts, taken together, do not convincingly prove that Matilde had died as early as 1948.

Under the above circumstances, plaintiffs-appellees were unable to overthrow the presumption of validity of the subject deed of sale. The deed, as well as TCT No. T-49020 which was derived as a result of the contract of sale must be accorded respect and must remain undisturbed. If Bienvenido Lim was able to transfer in his name the title of the subject lot, it was pursuant to the valid Deed of Sale executed by Daniel Ambid in his favor. On the same vein, defendants-appellees' possession over the subject lot was pursuant to the deeds of sale executed by Mamerta Bardenas Lim in their favor.

WHEREFORE, the appeal is hereby GRANTED. The Decision dated December 11, 2008 of the Regional Trial Court, Branch 23, Kidapawan City in Civil Case No. 2001-21 is REVERSED and SET ASIDE. Plaintiffs-appellees' complaint is DISMISSED for lack of merit.

SO ORDERED.

Camello (Chairperson) and Lopez, JJ., concur.

[1] Records, pp. 573-587, penned by Hon. Judge Rogelio R. Narisma

[2] Records, pp. 8-9

[3] Records, p. 323

[4] Deed of Mortgage, Records, p. 322

[5] Records, p. 10

[6] Records, p. 320

[7] Records, p. 340

[8] Records, p. 338

[9] Records, p. 339

[10] Records, p. 334

[11] Records, pp. 344-345

[12] Records, pp. 317-318

[13] Records, pp. 1-5

[14] Records, pp. 34-38

- [15] Records, pp. 129-134
- [16] Records, pp. 138-149
- [17] Rollo, pp. 25-26
- [18] VSD Realty & Dev't Corp. v. Uniwide Sales, Inc., G.R. No. 170677, October 24, 2012
- [19] Heirs of William Sevilla v. Sevilla, G.R. No. 150179, April 30, 2003.
- [20] Ladignon v. Court of Appeals, G.R. No. 122973, July 18, 2000
- [21] Pan Pacific Industrial Sales Co., Inc. v. Court of Appeals, G.R. No. 125283, February 10, 2006.
- [22] Bangayan v. RCBC, G.R. No. 149193, April 4, 2011
- [23] Jimenez v. Carungin, G.R. No. 140472, June 10, 2002
- [24] Supra
- [25] Supra Note No. 23
- [26] Records, p. 390
- [27] Viaje v. Pamintel, G.R. No. 147792, January 23, 2006.
- [28] Delfin v. Billones, G.R. No. 146550, May 17, 2006

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