

VICTORINO FLORO, PLAINTIFF AND APPELLANT, VS. SANTIAGO H. GRANADA, DEFENDANT AND APPELLEE.

G.R. No. L-1234. April 30, 1949

Ponente: FERIA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/42b6ffd8b515/>

FERIA, J.:

This is an appeal from the order of the Court of First Instance of Manila which dismissed, upon motion of the defendant, the action of the plaintiff to compel the former to deliver to the latter the owner's duplicate certificates of title of five parcels of land sold with pacto de retro by the defendant to the plaintiff "in order that the latter may surrender them for the registration and notation of the aforesaid contract of pacto de retro executed in his favor by the defendant herein."

The ground upon which the order of dismissal is based is that the Court has no jurisdiction to entertain the action, but what the plaintiff should do is to present the deed in the office of the Register of Deeds of Occidental Negros and if the defendant refuse to surrender his titles after due notice, the plaintiff should ask the Court of First Instance of Occidental Negros to require the defendant to produce said titles.

The lower court did not commit any error in dismissing the plaintiff's complaint on said ground.

According to the allegations in the complaint, the predecessors in interest of the defendant could not deliver their duplicate certificates of title of the lands sold by them to the defendant on April 4, 1944, time of the sale, because they had lost them during the last war. The same parcels of land acquired by the defendant were on the same date sold with pacto de retro by him to the herein plaintiff. After liberation the defendant and appellee filed a petition with the Court for the reconstitution of the original of the abovementioned certificates of title, in order that the deed of sale in his favor could be registered. In compliance with an order of the Court of First Instance of Occidental Negros the plaintiff and appellant, on January 5, 1946, submitted to the Court the deed of sale under pacto de retro with lease, executed by the defendant in favor of the plaintiff and prayed that the said deed be registered and annotated on the certificates of titles that would be issued in the name of the defendant Santiago Granada. The Court issued an order for the reconstitution of the titles of the aforesaid parcels of land, and on May 15, 1946, the Register of Deeds of Occidental Negros issued the transfer certificates of title covering said parcels of land in the name of the defendant Granada, who received them on May 17 of the same year, but refused to surrender said certificates to the Register of Deeds or deliver them to the plaintiff, and hence the filing of the plaintiff's action.

Attorneys for appellant contend that the plaintiff's action is to compel the defendant to deliver to the former the duplicate certificates of title issued in the latter's name in order that the plaintiff-vendee may register his interest in the land on those certificates issued in the name of the defendant-vendor. Because "a contract of pacto de retro sale is a voluntary deed of transfer which does not divest the land in fee simple from the owner. Hence, the interest of the vendee a retro in the land is less than an estate in fee simple. That being the case, according to section 52 of the Land Registration Law, no new certificate is entered or issued to the transferee, but his interest in

the land is registered by filing with the Register of Deeds the instrument creating such interest and by memorandum thereof made by said Register of Deeds upon the certificate of title. "[Of the registered owner]."

This is obviously untenable. A sale with pacto de retro transfers the legal title to the vendee (*Alderete vs. Amandoron*, 46 Phil., 488), and the vendee is subrogated to all the rights and actions of the vendor (art. 1511, Civil Code), and therefore the vendee is the owner of the estate in fee simple subject to the vendor's right of redemption. And he may mortgage the property or impose upon it any other charge, but if the vendor redeems it he (the vendor) is entitled to "received it free of any charge or mortgage imposed by the vendee, but he shall be obliged to respect any lease made by the latter in good faith and in accordance with the customs of the place where it is situated" (art. 1520, Civil Code). This contention of the attorney for appellant signing the brief runs counter to the opinion expressed by the same attorney in his book on Land Registration and Mortgages, page 90, to the effect that "the legal title is transferred to him (vendee), that is, he has the fee simple which is the registrable title in the initial registration, while the right to redeem the property retained by the vendor a retro should only be noted in the decree and certificate of title," or in the new certificate of title issued in the name of the vendee under sections 52 and 57 of the Land Registration Act No. 496. This opinion is correct for the right to repurchase is a real right or interest therein which may be registered as an interest less than an estate in fee simple under section 52 of the same Act No. 496 and as such goes with the land and may be claimed against any person deriving title from the vendee (*Pan Dagula vs. Gaza*, 12 Phil., 663; *Mortera vs. Martinez*, 14 Phil., 541; *Lucido vs. Calupitan*, 27. Phil., 148).

Section 57 of Act No. 496 provides that "an owner desiring to convey in fee simple his registered land or any portion thereof shall execute a deed of conveyance, which the grantor or grantee may present to the register of deeds in the province where the land lies. The grantor's certificate shall be produced and presented at the same time the register, of deeds shall thereupon * * * make out in the registration a new certificate of title to the grantee, and shall prepare and deliver to him an owner's duplicate certificate." And according to sec. 111 of the same Act, if the outstanding owner duplicate certificate is not presented, the Court may, upon petition of the vendee and after hearing, "order the registered owner or any person withholding the duplicate to surrender the same, and direct the entry of a new certificate upon such surrender." Said section 111, reads as follows: "In every case where the clerk or any register of deeds is requested to enter a new certificate in pursuance of an instrument purporting to be executed by the registered owner, or by reason of any instrument or proceedings which divest the title of the registered owner against his consent, if the outstanding owner's duplicate certificate is not presented for cancellation when such request is made, the clerk or register of deeds shall not enter a new certificate, but the person claiming to be entitled thereto may apply by petition to the court. The court, after hearing, may order the registered owner or any person withholding the duplicate to surrender the same, and direct the entry of a new certificate upon such surrender."

The petition shall be filed with the Court of First Instance and entitled in the original case in which the decree of registration was entered, according to the last paragraph of sec. 112 of Act No. 496, which provides that "any petition filed under this section, and all petitions and motions filed under the provisions of this Act after original registration shall be filed and entitled in his original case in which the decree of registration was entered." (*Italics ours*).

Therefore, the order appealed from is affirmed with costs against the appellant. So ordered.

Moran, C.J., Paras, Pablo, Perfecto, Bengzon, Tuason, and Montemayor, JJ., concur.

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.