

HERNANI PAREDES DELA FUENTE, PETITIONER-APPELLANT, VS. JUNIORITA P. FALALIMPA AND ALL THOSE PERSONS CLAIMING RIGHTS PROMULGATED: UNDER HER, RESPONDENT-APPELLEE.

Ponente: VILLON, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/52c47a0f54bd/>

VILLON, J.:

This is a Petition for Review under Rule 42 of the 1997 Rules of Civil Procedure, as amended, seeking the reversal of the decision[1] dated May 19, 2011 and order[2] dated August 4, 2011 of Branch 47, Regional Trial Court (RTC) of Manila in Civil Case No. 10-124898 which set aside the decision[3] dated December 8, 2010 of Branch 19, Metropolitan Trial Court (MeTC) of Manila in Civil Case No. 186861-CV, for Ejectment.

The factual and procedural antecedents of the case are hardly in dispute.

At the core of the instant controversy is a parcel of land covered by Transfer Certificate of Title (TCT) No. 265992[4] of the Registry of Deeds for the City of Manila (or “subject property”) in the name of the Benjamin C. Dela Fuente (or “Benjamin”) who died on July 22, 2008. Benjamin and his wife, Lily Santos Dela Fuente (or “Lily”), were the adoptive parents[5] of Ernesto Dela Fuente (or “Ernesto”). Lily and Ernesto died on October 26, 2002[6] and July 18, 2006,[7] respectively. Herein petitioner-appellant Hernani Paredes Dela Fuente (or “petitioner”) is Ernesto's widow.

Petitioner claims that Benjamin leased the subject property and all the improvements thereon to respondent Juniorita P. Falalimpa[8] (or “Falalimpa”) during his lifetime at the rate of P5,000.00 per month for the upper portion thereof, and another P5,000.00 for the lower portion. The upper portion was subject of a written Contract of Lease, while the lower, of a verbal agreement. Then, on June 7, 2008, Benjamin and respondent entered into another written Contract of Lease[9] over the upper portion of subject property for a period of one (1) year or until June 8, 2009. On July 22, 2008, Benjamin passed away.[10]

On October 6, 2008, petitioner and her children, Benjamin Paredes Dela Fuente and Erika Paredes Dela Fuente, executed an Extrajudicial Settlement[11] adjudicating unto themselves the estate of Benjamin which included the subject property. Meanwhile, respondent failed to pay the agreed monthly rentals. She also refused to vacate the property notwithstanding petitioner's demand[12] upon her to do so. Thus, petitioner initiated a complaint for ejectment before the MeTC.[13]

Respondent Falalimpa asserted, as her defense, that Benjamin sold the subject property to her by virtue of two (2) deeds of sale dated February 28, 2007[14] and March 16, 2007[15] that Falalimpa then allowed Benjamin to spend the remainder of his life in said property; and that in fact, respondent attended to and cared for Benjamin until he was forcibly taken away by petitioner.

On December 8, 2010, the MeTC rendered a decision against Falalimpa, the decretal part of which states:

“WHEREFORE, premises considered, judgment is hereby rendered:

- Ordering defendant Juniorita P. Falalimpa and all persons claiming rights under her, to vacate and peacefully

surrender to the plaintiff the physical possession of the subject property located at No. 1656 Blumentritt Street, Sta. Cruz, Manila, covered by Transfer Certificate of Title No. 265992;

- Ordering defendant Juniorita P. Falalimpa to pay the total amount of TWO HUNDRED TEN THOUSAND PESOS (P210,000.00) representing rental arrearages for the period from July 8, 2008 to March 2010;

- Ordering defendant Juniorita P. Falalimpa to pay plaintiff the amount of TEN THOUSAND PESOS (P10,000.00) a month representing reasonable compensation for the use and occupancy of the leased premises from April 2010 and every month thereafter until the time she and all persons claiming rights under her vacated the premises;

- Ordering defendant Juniorita P. Falalimpa to pay to plaintiff the amount of TWENTY THOUSAND (P20,000.00) as attorney's fees;

- Ordering defendant to pay the costs of suit.

SO ORDERED.”[16]

Falalimpa interposed an appeal from the said decision to the RTC which, in turn, rendered the assailed decision setting aside the findings of the MeTC, and disposing as follows:

“WHEREFORE, after a thorough review of the records of this case, the pleadings, position papers and the memoranda filed, as well as a consideration of the laws and jurisprudence on the matter, judgment is hereby rendered REVERSING or SETTING ASIDE the Decision dated December 8, 2010 rendered by the Metropolitan Trial Court, Branch 19, Manila, in Civil Case No 186861 and the plaintiff-appellee is ordered to pay the defendant-appellant attorney's fees in the amount of P20,000.00 and the costs of suit.

“SO ORDERED.”[17]

Petitioner sought a reconsideration of the assailed RTC decision but the same was denied in its assailed order dated August 4, 2011. Hence, the present recourse, petitioner raising the following issues:

WHETHER OR NOT THE REGIONAL TRIAL COURT OF MANILA xxx, BRANCH 47, GRAVELY ERRED IN REVERSING THE DECISION OF THE METROPOLITAN TRIAL COURT OF MANILA xxx, BRANCH 19 BY:

- GIVING PROBATIVE VALUE TO THE NULL AND VOID DEEDS OF SALE RATHER THAN THE EXISTENCE OF A VALID, LEGAL AND EXISTING LEASE CONTRACT BETWEEN THE RESPONDENT AND PETITIONER AS SUCCESSOR-IN-INTEREST OF BENJAMIN.

- REJECTING THE PETITIONER'S RIGHT TO EVICT THE RESPONDENT IN CONSONANCE WITH THE PREMISES UNDER SEC. 1, RULE 70, 1997 RULES OF CIVIL PROCEDURE.[18]

The settled rule is that in an action for ejectment, the only question involved is possession de facto.[19] However, Rule 70, Section 16 of the Rules of Court provides that when the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved but only to determine the issue

of possession. In the same vein, where the resolution of the issue of possession hinges on a determination of the validity and interpretation of the document of title or any other contract on which the claim of possession is premised, the inferior court may likewise pass upon these issues. This is because, and it must be so understood, that any such pronouncement made affecting ownership of the disputed portion is to be regarded merely as provisional, hence, does not bar nor prejudice an action between the same parties involving title to the land.[20]

The resolution of the instant controversy hinges on the determination of the issue of ownership over the subject property. Petitioner maintains that the RTC erred in giving probative value to the deeds of sale dated February 28, 2007 and March 16, 2007 allegedly executed by Benjamin and Falalimpa. She asserts that the June 7, 2008 Contract of Lease between them has more evidentiary weight than the aforementioned instruments despite the fact that it was not notarized and contains only the signature of Falalimpa as lessee; and that the execution of the said Contract of Lease negates the veracity of the deeds of sale allegedly entered by Benjamin and Falalimpa.

The petition is impressed with merit.

It has not escaped the attention of the Court that while respondent asserts ownership of the subject property through deeds of sale allegedly executed for that purpose, these instruments were never registered with the Register of Deeds for the City of Manila. The title to the subject property remains in the name of Benjamin. This puts much doubt on the veracity and due execution of the said documents. In the regular norm of human conduct and the natural course of events, Falalimpa would have secured her rights by registering the deeds of sale even during the lifetime of Benjamin, the alleged vendor. Then, too, if indeed, respondent Falalimpa had acquired ownership of subject property, by virtue of the supposed deeds of sale between her and Benjamin, why would she continue paying for the rentals due thereon, instead of asserting her right of possession as its new owner? Quite intriguing is the fact that Falalimpa entered into a new Contract of Lease with Benjamin on June 7, 2008 covering the property even if she allegedly acquired the same by virtue of the said deeds of sale dated February 28, 2007 and March 16, 2007. In this regard, We quote with approval the following findings of the MeTC:

“To validate the claim of the defendant, the Court carefully scrutinized the array of evidence on hand. The Court observed that on January 24, 2006, Benjamin Dela Fuente executed an Affidavit of Loss [Exhibit 'K-12'] with regard to the copy of the Transfer Certificate of Title No. 265992 which he misplaced sometime in 2005. It was on September 15, 2008, when the Regional Trial Court [RTC], Branch 14 issued an Order to the Registry of Deeds of Manila to issue a new Owner's Certificate of Title No. 265992 in lieu of the lost one. Hence, the Registry of Deeds, as its ministerial duty, complied with the Decision of the Court and issued a new title and registered it in the name of Benjamin Dela Fuente. If, indeed, there is truth to the claim that she is the owner of the subject property, she should have annotated on the Transfer Certificate of Title of the said property in the custody of the Registry of Deeds the fact of sale between her and Benjamin Dela Fuente and the loss of the Owner's Duplicate Transfer Certificate of Title upon their execution of the Deed of Sale. Thereby, the new Transfer Certificate of Title should bear her name and that of her spouse.

Further, a perusal of the Certificate of Payment [Exhibit 'M'] issued by the Real Estate Division of the City of Manila clearly states that the owner of the subject property is one Dela Fuente, Benjamin C. It is also undisputed that parties agreed during the preliminary conference that the subject property is registered under the name of Benjamin Dela Fuente. Hence, the claim of the defendant that she is the owner of the subject property is devoid of merit. It is well-settled that the Transfer Certificate of Title is the best proof of the ownership of a piece of land.

It being proven that the subject property belongs to Benjamin Dela Fuente, the defendant cannot now deny that she entered into a Contract of Lease with the plaintiff on June 7, 2008 [Exhibit 'F']. If it was true that she already bought the property in February 2008 (sic) and March 2008 (sic), she should not have signed the Contract of Lease in the portion designated as lessee. To rebut the claim of the plaintiff, defendant alleged that

since the Contract of Lease was not signed by the lessor, there is no valid contract of lease to speak of. It must be noted, however, that the lower portion of the said structure was leased by the defendant on a month-to-month basis at an agreed rental rate of FIVE HUNDRED PESOS [P500.00] (sic) by way of verbal lease. Logically, even if the upper portion is being leased under a written contract which was not signed by the lessor, it does not necessarily mean that there is no meeting of minds between the parties. What is important is, the lessor allowed the lessee to occupy the subject property and the lessee pays her monthly rentals as agreed upon by them. Therefore, what was instituted was an implied contract since the defendant was paying on a monthly basis and the contract expires at the end of every month.”[21] (emphasis ours)

It is a fundamental principle in land registration that the certificate of title serves as evidence of an indefeasible and incontrovertible title to the property in favor of the person whose name appears therein. Moreover, the age-old rule is that the person who has a Torrens title over a land is entitled to possession thereof.[22] A certificate of title has a superior probative value as against that of an unregistered deed of sale in ejectment cases.[23] Thus, Benjamin's heirs must be deemed the owners of the subject property who are entitled to the possession thereof.

At any rate, since Falalimpa executed a written contract of lease with Benjamin and assumed the status of a lessee, she is now barred from assailing Benjamin's title over the subject property. It is settled that a lessee is estopped or prevented from disputing the title of the landlord in an action for recovery of possession of the leased premises.[24] This conclusive presumption is found in Rule 131, Sec. 2(b) of the Revised Rules on Evidence known as estoppel against tenants,[25] which provides as follows:

“(b) The tenant is not permitted to deny the title of his landlord at the time of the commencement of the relation of landlord and tenant between them.”

The doctrine arises from the nature of the contract of lease, which is for the possession and use, for a prescribed period, of the lessor's property, upon considerations to him by way of rent or otherwise. It implies an obligation to surrender the premises to the lessor on the termination of the lease; that is, at the expiration of the time during which the owner has stipulated that the lessee may have the use and possession of his property.[26] In *Blight's Lessee v. Rochester*,[27] the Supreme Court of the United States explained the reason behind this principle:

“This principle originates in the relation between lessor and lessee, and so far as respects them is well established, and ought to be maintained. The title of the lessee is in fact the title of the lessor. He comes in by virtue of it, holds by virtue of it, and rests upon it to maintain and justify his possession. He professes to have no independent right in himself, and it is a part of the very essence of the contract under which he claims that the paramount ownership of the lessor shall be acknowledged during the continuance of the lease, and that possession shall be surrendered at its expiration. He cannot be allowed to controvert the title of the lessor without disparaging his own, and he cannot set up the title of another without violating that contract by which he obtained and holds possession and breaking that faith which he has pledged and the obligation of which is still continuing and in full operation.” (emphasis ours)

In an action for ejectment where the plaintiff has shown that the defendant was his tenant, or derived title through him, the defendant will not ordinarily be permitted to controvert the plaintiff's title by showing a better title either in himself or in some third person.[28] Once a contract of lease is shown to exist between the parties, the lessee cannot by any proof, however strong, overturn the conclusive presumption that the lessor has a valid title to or a better right of possession to the subject premises than the lessee.[29] In the instant case, the juridical relationship between Benjamin as lessor and respondent as lessee carries with it a recognition of the lessor's title. As lessee, respondent is estopped and may not deny her landlord's title, or assert a better title not only in herself, but also in some third person while she remains in possession of the leased premises and until she surrenders possession thereof to the landlord. This estoppel applies even though the lessor had no title at the time the relation of lessor

and lessee was created, and may be asserted not only by the original lessor, but also by those who succeeded to his title.[30]

No longer disputed is the rule that non-payment of rentals is a sufficient ground for ejectment.[31] Article 1673 of the Civil Code provides, among others, that the lessor may judicially eject the lessee on the ground of lack of payment of the price stipulated. In the instant case, petitioner was able to prove by preponderance of evidence, or “the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term 'greater weight of evidence' or 'greater weight of credible evidence,’”[32] respondent's failure to pay the monthly rentals over the subject property. Under these circumstances, the ejectment of respondent, as well as those claiming rights under her, is warranted.

Finally, the settled rule is that conclusions and findings of fact of the trial court are entitled to great weight on appeal and should not be disturbed unless for strong and cogent reasons because the trial court is in a better position to examine real evidence,[33] unless there appears in the record some fact or circumstance of weight and influence which has been overlooked, or the significance of which has been misinterpreted, that if considered would have affected the result of the case.[34] We find no such oversight in the MeTC's appreciation of the facts below, nor such a misinterpretation thereof, as would justify a departure from this rule or even substitution of its conclusions by that of the RTC.

WHEREFORE, in light of the foregoing, the petition is GRANTED. The decision dated May 19, 2011 and order dated August 4, 2011 of Branch 47, Regional Trial Court of Manila in Civil Case No. 10-124898 are hereby REVERSED and SET ASIDE. The decision dated December 8, 2010 of Branch 19, Metropolitan Trial Court of Manila, in Civil Case No. 186861-CV is REINSTATED.

SO ORDERED.

C E R T I F I C A T I O N

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.

Macalino, F.S., and [*]Inting, S.B., JJ., concur.

[*] Vice Justice P.B. Corales per Office Order No. 161-14-AGT dated April 24, 2014.

[1] Rollo, pp. 44-53; penned by Judge Paulino Q. Gallegos.

[2] Rollo, p. 8.

[3] Rollo, pp. 97-107; penned by Judge Felicitas O. Laron-Cacanindin.

[4] Rollo, p. 64.

[5] Rollo, pp. 66-70.

[6] Rollo, p. 71.

[7] Rollo, p. 72.

[8] Also referred to as “Juniorita P. Palalimpa” in the instant petition.

- [9] Rollo, pp. 77-78.
- [10] Rollo, p. 73.
- [11] Rollo, pp. 74-75.
- [12] Rollo, p. 82.
- [13] Rollo, pp. 84-88.
- [14] Rollo, p. 79.
- [15] Rollo, pp. 80-81.
- [16] Rollo, pp. 106-107.
- [17] Rollo, p. 53.
- [18] Rollo, pp. 22-23.
- [19] Romy Agag v. Alpha Financing Corporation, G.R. No. 154826, July 31, 2003.
- [20] Spouses Mamerto Refugia and Feliza Payad-Refugia v. Court of Appeals, G.R. No. 118284, July 5, 1996 citing Miguel Semira v. Court of Appeals, G.R. No. 76031, March 2, 1994.
- [21] Rollo, pp. 104-105.
- [22] Spouses Marcos R. Esmaguel and Victoria Sordevilla v. Maria Coprada, G.R. No. 152423, December 15, 2010.
- [23] Manila Electric Company v. Heirs of Spouses Dionisio Deloy and Praxedes Martonito, G.R. No. 192893, June 5, 2013 citing Spouses Richard B. Pascual and Cristina D. Pascual v. Spouses Reynaldo P. Coronel and Asuncion Malig Coronel, G.R. No. 159292, July 12, 2007.
- [24] Josie Go Tamio v. Encarnacion Ticson, G.R. No. 154895, November 18, 2004.
- [25] Enrico Santos v. National Statistics Office, G.R. No. 171129, April 6, 2011.
- [26] Robertson v. Pickrell, 109 U.S. 608 (1883).
- [27] 20 U.S. 535 (1822).**
- [28] Russell v. Trustees of Purdue University (1931), 93 Ind.App. 242, 178 N.E. 180.
- [29] Viegely Samelo v. Manotok Services, Inc., G.R. No. 170509, June 27, 2012.
- [30] Century Savings Bank v. Spouses Danilo T. Samonte and Rosalinda M. Samonte, G.R. No. 176212, October 20, 2010.
- [31] Spouses Eutiquiano Clutario and Araceli Clutario v. Court of Appeals, G.R. No. 76656, December 11, 1992.
- [32] Rosena Fontelar Ogawa v. Elizabeth Gache Menigishi, G.R. No. 193089, July 9, 2012.
- [33] Magdiwang Realty Corporation v. Manila Banking Corporation, G.R. No. 195592, September 5, 2012.
- [34] S.C. Megaworld Corporation v. Engr. Luis U. Parada, G.R. No. 183804, September 11, 2013.

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.