

HEIRS OF PABLO CUNETA AND GENEROSA FRANCISCO CUNETA, REP. BY AIDA C. SANCHEZ, PLAINTIFFS-APPELLEES, VS. SPOUSES RICARDO AND CAROLINA SANTOS AND THE REGISTER OF DEEDS OF PASAY CI...

Ponente: GARCIA-FERNANDEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/7113494beae1/>

GARCIA-FERNANDEZ, J.:

This is an appeal by defendants-appellants Spouses Ricardo and Carolina Santos from the decision[1] of the Regional Trial Court (RTC) of Pasay City, Branch 112 on September 28, 2005 in Civil Case No. 01-0233 for annulment of title, recovery of possession with damages. The RTC decided in favor of the plaintiffs-appellees Heirs of Pablo Cuneta and Generosa Francisco Cuneta, represented by Aida C. Sanchez.

Plaintiffs-appellees alleged in their complaint[2] that they are the children of the deceased spouses Pablo Cuneta (who died on September 27, 2000) and Generosa Francisco Cuneta (who died on January 14, 1992); that on July 19, 1991, the Register of Deeds of Pasay City issued Transfer Certificate of Title (TCT) No. 130621 registered in the name of Pablo Cuneta married to Generosa Francisco over a parcel of land, 225 square meters in area, situated in Barrio San Rafael, Pasay City and belonging to the conjugal partnership of the deceased spouses; that sometime in the year 2000; plaintiffs-appellees learned that defendants-appellants Spouses Ricardo and Carolina Santos were able to transfer and register the subject land covered by TCT No. 130621 in their name fraudulently by virtue of a Deed of Absolute Sale dated October 17, 1991; that the subject deed of sale was purportedly signed by Pablo P. Cuneta and Generosa Francisco in favor of defendant-appellant Ricardo Santos and notarized by Atty. Cecilio Casalla; and that TCT No. 130621 was cancelled and TCT No. 134330 was issued on October 24, 1994 in the name of Ricardo B. Santos married to Carolina Ganaden. Plaintiffs-appellees alleged that they were surprised to learn that defendants-appellants transferred and registered the subject land in their names considering that Pablo Cuneta, their father, told them that the title of the land was entrusted to his close security aide, defendant-appellant Ricardo Santos for safekeeping purposes only; that the signature of plaintiffs-appellees' mother, Generosa Francisco Cuneta on the deed of sale was a forgery because it was very different from the authentic signature of the latter who at that time was in a very delicate condition; and that plaintiffs-appellees demanded the return of the subject land from defendants-appellants but the latter refused to do so. Thus, plaintiffs-appellees prayed that the subject deed of sale be declared void ab initio; that TCT No. 134330 be cancelled and annulled; that defendants-appellants be ordered to vacate and surrender the subject land to them; and that defendants-appellants be ordered to pay them in the amount of One Million Pesos (P1,000,000.00) for moral damages; and One Hundred Thousand Pesos (P100,000.00) plus Two Thousand Five Hundred Pesos (P2,500.00) per appearance for attorney's fees and litigation expenses.[3]

Defendants-appellants averred in their answer[4] that during the incumbency of Pablo Cuneta as City Mayor of Pasay City, defendant-appellant Ricardo Santos was the latter's aide-de-camp and chief security officer; that on October 17, 1991, Pablo Cuneta sold a parcel of land to defendant-appellant Ricardo Santos; that it was customary on the part of the former to purchase real estates to be sold within a short period of time purely for profit; that the

contract of sale between Pablo Cuneta and defendants-appellants was evidenced by a Deed of Sale which was acknowledged by plaintiffs-appellees before the notary public; that defendants-appellants have been in lawful and open possession of the subject land since they purchased the same in 1991; that they constructed a house thereon worth not less than P5,000,000.00; that defendants-appellants have been paying realty taxes on both the subject land and house; and that plaintiffs-appellees were well aware of the incidents that took place because they reside in Cuneta Avenue, a place near the location of the subject land.[5]

Anent their counterclaim, defendants-appellants alleged that they suffered sleepless nights, wounded feelings, extreme anxiety and public ridicule and hatred by reason of the filing of the malicious and unfounded suit by plaintiffs-appellees; and thus, prayed that plaintiffs-appellees be adjudged to pay them not less than P1,000,000.00 as moral and exemplary damages, and P250,000.00 as attorney's fees; and that the Register of Deeds of Pasay City be ordered to cancel the annotation effected by plaintiffs-appellees regarding their adverse claim on TCT No. 134330.[6]

On September 28, 2005, the RTC rendered a decision,[7] the dispositive portion of which reads:

“WHEREFORE, a decision is hereby rendered in favor of the plaintiffs and against the defendants, ordering as follows:

1. Declaring the Deed of Absolute Sale, dated October 17, 1991 executed by Pablo P. Cuneta in favor of Ricardo B. Santos, married to Carolina Ganaden Santos covering a parcel of land located at San Rafael, Pasay City, consisting of 225 square meters, more or less, as void ab initio, insofar as the one half (½) portion thereto is concerned, which pertains to the conjugal share of Pablo Cuneta and his wife, Generosa Francisco;
2. Likewise, TCT No. 134330 issued in the name of Ricardo B. Santos, married to Carolina Ganaden covering the said subject property, as null and void ab initio;
3. Ordering the Register of Deeds of Pasay City to cancel TCT No. 134330 issued in the name of the defendant-spouses;
4. Ordering the defendant-spouses Ricardo and Carolina Santos to vacate and surrender the one half (½) portion of the subject property covered by the said TCT, to the herein plaintiffs, upon finality of this decision, and upon reimbursement to the defendant-spouses, by the plaintiffs, one half of P1,125,000.00, which is the sale price of the whole subject property, in the sum of P562,500.00, without interest based on the principle of equity;
5. No awards for damages and attorney's fees are given to either party. Both must bear their own expenses.

SO ORDERED.”

On October 27, 2014, the parties manifested to this Court[8] that they agreed to amicably settle this case and that plaintiffs-appellees had in fact received the respective settlement amounts stated in the attached Memorandum of Agreement which provides:

“MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This agreement is made and entered into on this 23rd day of October, 2014, at Pasay City, Metro Manila, by and between:

Aida C. Sanchez, Leticia F. Cuneta, Carmencita C. Marquez, Generoso F. Cuneta and Leonida C. Veluz, who are all of legal age, all Filipino citizens and all with forwarding address at c/o Cuneta Land Development Corporation, No. 157-H P. Celle Street, Pasay City, Metro Manila and who are the surviving heirs of spouses

Pablo P. Cuneta and Generosa Francisco Cuneta, hereinafter referred to as the FIRST PARTY;

-and-

Spouses Ricardo Santos and Carolina Santos, who are likewise both of legal age, both Filipino citizens and residing at No. 128 Cuneta Avenue, Pasay City, Metro Manila, hereinafter referred to as the SECOND PARTY.

WITNESSETH, That:

WHEREAS, the FIRST PARTY and the SECOND PARTY are the parties in the appealed case now pending with the Court of Appeals and docketed therein as CA-G.R. CV No. 97465;

WHEREAS, the subject of the said appealed case is the property situated at 128 Cuneta Avenue, Pasay City, Metro Manila containing an area of 225 square meters, more or less and covered by Transfer Certificate of Title No. 134330 of the Registry of Deeds of Pasay City and registered in the name of the SECOND PARTY;

WHEREAS, the SECOND PARTY has informed the FIRST PARTY that there is an interested buyer to the property mentioned above and has offered to give the FIRST PARTY (PESOS: FOUR MILLION P4,000,000.00);

WHEREAS, the FIRST PARTY has manifested their willingness to agree to the proposal that they will be given (PESOS: FOUR MILLION P4,000,000.00);

NOW THEREFORE, for and in consideration of the foregoing, the parties have agreed on the following terms and conditions:

1. The amount of P4,000,000.00 representing share of the proceeds of the sale of the subject property should be given to the FIRST PARTY on the day of the execution of the deed of sale;
2. The amount of P4,000,000.00 should be net in the sense that the FIRST PARTY shall not shoulder any expenses about the sale of the subject property;
3. Once the sale is consummated and the FIRST PARTY is able to receive their lawful share, the parties shall submit to the Court of Appeals appropriate pleadings for the withdrawal of the appeal;
4. Once the sale is consummated and the FIRST PARTY is able to receive their lawful share, the parties shall respectively waive their claims against each other insofar as the subject property is concerned, and;
5. The parties agree to comply with the foregoing terms and conditions.

IN WITNESS WHEREOF, the parties have affixed their signatures on this document on October 23, 2014 at Pasay City, Metro Manila.”[9]

WHEREFORE, after finding that the memorandum of agreement is not contrary to law or public policy, this Court approves the same. This case is DISMISSED.

SO ORDERED.

Tijam, N.G., Chairperson and Lopez, M.V., JJ., concur.

[1] Rollo, pp. 50-71.

[2] Records, pp. 2-6.

[3] Ibid.

[4] Records, pp. 20-25.

[5] Ibid.

[6] Records, pp. 25-26.

[7] Rollo, pp. 50-71.

[8] See attached Satisfaction of Judgment With Joint Motion To Dismiss.

[9] See attached Memorandum of Agreement, “Annex A”.

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.