

**HEIRS OF SPS. SEVERO MANGUAN AND ESPERANZA G. MANGUAN,
REP. BY FEDERICO MANGUAN, PETITIONERS, VS. ROSALINA SANTOS
GARCIA AND BENJAMIN GARCIA, RESPONDENTS.**

Ponente: SANTIAGO-LAGMAN, J.

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SANTIAGO-LAGMAN, J.:

Before Us is a petition for review[1] filed by the petitioners, represented by Federico Manguan, thru counsel, seeking to reverse the decision[2] dated February 26, 2004 of the Municipal Trial Court in Cities (MTCC), Tarlac City, Branch 1, in Civil Case No. 8450, which was affirmed in a decision[3] dated May 21, 2004 of the Regional Trial Court (RTC) of Tarlac City, Branch 64 in Civil Case No. 9624, the dispositive portion of the RTC decision reads:

“WHEREFORE, the decision of the Municipal Trial Court dated February 26, 2004 is hereby affirmed and this appeal is dismissed. Let the records be returned to the Municipal Trial Court for execution of the judgment.

SO ORDERED.”[4]

Stripped of its non-essentials, the facts,[5] as summarized by the MTCC in its decision dated February 26, 2004, are as follows:

“It is the contention of the plaintiffs, that they are the owners of a parcel of land covered by TCT No. 129178 registered in the name of deceased parents Severo Manguan and Esperanza G. Manguan. By tolerance, the defendant herein were allowed to build a small house in the property. On December 4, 1999, defendants Rosalina Garcia and Severo Manguan executed an agreement whereby Rosalina Garcia give (sic) way in favor of Pepito Garcia said house. On April 13, 2000, the same parties, defendant, Rosalina Garcia executed before the Office of the Barangay Captain of San Miguel, Tarlac City, an Affidavit/Promissory Agreement allowing defendant Benjamin Garcia to stay for six (6) months in the house of Rosalina Garcia. Defendant Benjamin Garcia insists on staying on the same property despite the lapse of six(6) months agreed upon. On June 3, 2002, plaintiffs notified the defendant to vacate the property, the latest of which is a demand letter from counsel. The reasonable rental value for the use and occupation of the property is Five Hundred (P500.00) Pesos a month. The matter was brought to the Barangay Lupon, but no settlement was reached. By reason of the wanton conduct of the defendants in violating the proprietary rights of the plaintiffs, latter were compelled to engage the services of counsel. Defendants in their answer admitted the existence of Transfer Certificate of Title No. 129178, registered in the name of Severo Manguan. They alleged that both defendants are not in actual and material possession and occupation of any portion of the lot being claimed by the plaintiffs. Defendant Rosalina Santos Garcia actually occupying an adjoining lot which forms part of a landed estate under the administration of the Department of Agrarian Reform, while defendant Benjamin Garcia is residing at Sitio Paraiso, San Miguel, Tarlac City. In 1990, plaintiffs predecessor-in-interest, Severo Manguan, sold to defendant Rosalina Santos Garcia a portion of Two Hundred (200) square meters of the subject property as evidenced by a Deed of Absolute Sale executed on April 10, 1990. By virtue of the transaction between Severo Manguan and defendant Rosalina Santos Garcia, the said defendant caused the construction of a house within the Two Hundred (200) square meter portion of the property designated by Severo Manguan. Since defendant Rosalina Santos Garcia actually occupies an adjoining lot within a declared landed estate where she has a

house standing thereon, the said defendant did not occupy the house constructed on the portion she purchased from Severo Manguan. At present, the said house is occupied by other persons through the permission of defendant Rosalina Santos Garcia. Sometime in 1999 when the family of defendant Benjamin Garcia were ejected by virtue of a court order from a lot situated at San Miguel, Tarlac City, they were allowed by defendant Rosalina Santos Garcia to temporarily occupy the house she caused to be constructed within the portion of the lot she purchased from Severo Manguan. But when the building materials dismantled from the house of defendant Benjamin Garcia where they were ejected were piled and stocked within the lot purchased by defendant Rosalina Santos Garcia, Severo Manguan, for fear that Benjamin Garcia would squat outside the portion purchased by defendant Rosalina Santos Garcia, said Severo Manguan referred the matter to the Office of the Punong Barangay of Barangay San Miguel, Tarlac City where the corresponding affidavit/promissory agreement was executed. Upon the expiration of the period agreed upon in the aforementioned agreement, defendant Benjamin Garcia vacated the house occupying portion of the subject lot purchased by defendant Rosalina Santos Garcia from Severo Manguan, retrieving and removing the building materials which he earlier stacked and piled thereon. After defendant Benjamin Garcia vacated the said house and upon the death of Severo Manguan, plaintiffs started to disavow and abnegate the sale earlier executed by their deceased father in favor of defendant Rosalina Santos Garcia by demanding from the said defendant that she likewise remove the said house but defendant rightfully and legally refused since the portion of the lot where the said house is standing has already been purchased by her. Defendants further allege that plaintiffs have no cause of action against the herein defendants, considering the lack of factual bases upon which they seek to recover possession over the portion of the subject property. Both defendants not being in actual, material and physical possession of the lot being claimed by the plaintiffs, there is nothing to recover therefore from the said defendants. They further contend, that plaintiffs' complaint is subject to dismissal since the persons in actual possession and occupation of the portion of the subject property were not impleaded, said persons being considered as indispensable parties in an ejectment suit."

Hence, a complaint[6] for ejectment was filed by herein petitioners against the herein respondents before the Municipal Trial Court in Cities (MTCC) of Tarlac City, Branch I docketed as Civil Case No. 8450. After the respective Position Papers[7] have been filed by the parties, a decision[8] was rendered by the MTCC on February 26, 2004 ordering the dismissal of the case.

Petitioners appealed the said decision before the RTC of Tarlac City, Branch 64, docketed as Civil Case No. 9624.

On May 21, 2004, a decision[9] was rendered by the RTC affirming the decision of the MTCC and dismissing the appeal.

Aggrieved, petitioners filed the present petition for review where they raised the following-

"ISSUES[10]

- Whether or not defendants were in the (sic) actual possession over (sic) the disputed lot in the concept of an owner;
- Whether or not the Deed of Absolute Sale which was not notarized signed by the defendants Rosalina Garcia upon its preparation is valid."

The petition is devoid of merit.

Since both issues are intertwined, they shall be discussed jointly.

Petitioners argue that respondent Rosalina Santos Garcia (Rosalina) was never in actual possession of the property in question as an absolute owner and she never exercised property rights thereon since 1990. While a Deed of Absolute Sale was executed in 1990 wherein Severo Manguan (Severo) conveyed the 200 square meters portion of his property, the same was never pursued as it was the agreement of the parties that it will only be formalized

upon payment of the agreed consideration in the amount of P15,000.00. Severo continuously paid the realty tax for the whole property including the subject 200 square meters and the Tax Declaration for the same remained in the name of Severo. If respondent Rosalina really bought the subject 200 square meters, she could have paid the realty taxes corresponding thereto. Petitioners further claim that the Deed of Absolute Sale covering the subject property was not signed by respondent Rosalina when presented before the barangay officials but said document when later presented before the court a quo, was already signed by the said respondent. They assert that this is indicative of said respondent's bad faith and the falsified nature of the document.

We are not persuaded.

The fact that the deed of absolute sale was not signed by respondent Rosalina, as vendee, when presented before the barangay officials and was already signed by said respondent when presented before the court a quo, does not render the subject deed of sale invalid. What the law requires is that the seller, in this case, Severo who signed the deed of sale as the registered owner of the subject property, has the right to transfer ownership at the time the property sold is delivered.[11] What is vital in a deed of sale is the presence and genuineness of the signature of vendor Severo[12] which is not being questioned by petitioners. Thus, the court a quo correctly ruled in declaring the validity of the Deed of Absolute Sale between Severo and respondent Rosalina. The sale being valid, is binding unto their respective heirs and successors-in-interests,[13] as rights and obligations under a contract are transmitted to the heirs of the parties. The heirs cannot be considered as third parties, because there is privity of interest between them and their predecessor.[14] As ratiocinated by the MTCC in its decision,

“x x x by virtue of the Deed of Absolute Sale executed by the registered owner Severo Manguan over the 200 square meter portion of subject property, ownership of the latter is severed and the same is transferred to defendant Rosalina S. Garcia. Latter as owner has the right to enjoy the thing she owns, which right includes right to possess and use the same. The sale is binding unto his heirs and successors-in-interest, the plaintiff in this case. Defendant Rosalina S. Garcia as owner of the two hundred square meter portion can not therefore be ejected from the land. Likewise, defendant Benjamin Garcia's occupation over the same portion of the land not already owned by the plaintiffs, can not also be disturbed.”[15]

Moreover, the fact that the deed of absolute sale was not notarized does not render the agreement null and void and without any effect. The provision of Article 1358 of the Civil Code on the necessity of a public document is only for convenience, not for validity or enforceability.[16] In fact, the absence of notarization of a deed of sale would not necessarily invalidate the transaction evidenced therein.[17]

Verily, it is a hornbook doctrine that findings of the trial court are accorded great weight and respect on appeal, except when the trial court overlooked certain facts of substance and value which would warrant a different disposition of the case[18]. In this case, We find no cogent reason to deviate from the findings of the trial court.

WHEREFORE, the instant petition is DENIED. The decision dated May 21, 2004 of the Regional Trial Court of Tarlac City, Branch 64, in Civil Case No. 9624, is AFFIRMED.

SO ORDERED.

Guevara-Salonga, (Chairman) and Pizarro, JJ., concur.

[1] Rollo, pp. 6-14

[2] Ibid, pp. 34-38

[3] Id. p. 39

- [4] Ibid, p. 39
- [5] Id, pp. 35-36
- [6] Ibid, pp. 15-18
- [7] Id, pp. 24-33
- [8] Id, pp. 34-38
- [9] Id, p. 39
- [10] Id, p. 9
- [11] Quijada v. Court of Appeals, 299 SCRA 695, 704
- [12] Rollo, p. 38
- [13] Article 1311 of the Civil Code
- [14] Tolentino, Civil Code of the Phils, Vol. IV, p. 430
- [15] Rollo, p. 38
- [16] MTCC Decision, Rollo, p. 38
- [17] Tigno v. Aquino, 444 SCRA 61
- [18] Sps. William & Renee Friend, et al., v. Union Bank of the Phil., G.R. No. 165767, November 29, 2005

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