

SPOUSES ANTENEDURO ANGTUD AND LEO-NARDA ANGTUD, PLAINTIFFS-APPELLEES, VS. SPOUSES TERESITA NIADAS (DECEASED) AND RICARDO NIADAS, DEFENDANTS-APPELLANTS.

Ponente: AZCARRAGA-JACOB, J.

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AZCARRAGA-JACOB, J.:

Before Us on appeal is the Decision[1] dated 20 January 2005 of the Regional Trial Court, Branch 55, Mandaue City, in Civil Case No. MAN-2224,[2] an action for “annulment of deed of sale” filed by plaintiffs-spouses Anteneduro and Leonarda Angtud (‘Angtud spouses’) against defendants-spouses Teresita and Ricardo Niadas (‘Niadas spouses’).

The Antecedent Facts

The facts on record show that plaintiff Anteneduro Angtud is the owner of an unregistered parcel of land situated at Sambag, San Vicente, Lilo-an, Cebu, identified as Lot No. 3964, consisting of an area of 1,030 square meters, and covered by Tax Declaration No. 31707[3] for the year 1969. On 22 January 1970, plaintiff Anteneduro executed a Deed of Absolute Sale of a Portion of Land[4] in favor of his sister, herein defendant Teresita Niadas, involving a 74-square meter portion of the property. Since then, defendant Teresita Niadas and her spouse Ricardo have been in open and continuous possession of the acquired portion in the concept of an owner, and have been paying the realty taxes due thereon as shown by several tax declarations in their name. The Niadas spouses also made some improvements on the property by planting coconut and banana trees and corn crops. Sometime in June 1994, the Angtud spouses prevented the Niadas spouses from harvesting the coconuts and bananas on the property. Aggrieved, the Niadas spouses sought the intervention of the barangay authorities. In the barangay confrontation, plaintiff Anteneduro learned that the portion he conveyed to defendant Teresita in 1970 had been increased from 74 square meters to 374 square meters.

In the complaint[5] a quo, plaintiff Anteneduro, joined by his wife Leonarda, alleged that sometime in 1970 defendant Teresita broached to him her intention to put up a small store within Lot 3964 to consist an area of seventy-four (74) square meters. As defendant Teresita is a sister, plaintiff Anteneduro readily assented and agreed to sell a 74 square meter portion of Lot 3964 for a consideration of Five Hundred (P500.00) Pesos. Consequently, defendant Teresita caused the preparation of a Deed of Absolute Sale of a Portion of Land dated 22 January 1970. Unbeknownst to the Angtud spouses, however, the Niadas spouses, through fraudulent machinations, changed the numeric figure appearing in the deed of sale by increasing the area of the conveyed portion from 74 square meters to 374 square meters.

In answer,[6] defendant Teresita, also joined by her husband Ricard, argued that it was plaintiff Anteneduro who initially offered to sell a small parcel of land situated at San Vicente, Liloan, Cebu consisting of an area of 74 square meters. When defendant Teresita went to inspect the property, she was prevented from entering it by spouses Cesario Noval and Rufina Tagalog, who claimed that they already bought the same from plaintiff Anteneduro. Upon confrontation, plaintiff Anteneduro admitted having sold the property to the Noval spouses. To

appease defendant Teresita, plaintiff Ateneduro offered to convey a portion of Lot 3964, consisting of an area of three hundred seventy-four (374) square meters. Later, plaintiff Ateneduro caused her to sign a Deed of Absolute Sale of a Portion of Land on 22 January 1970, along with Jose Buhay and Primitiva Angtud Actal, who acted as instrumental witnesses to the deed.

After the issues were joined, pre-trial was conducted, where both parties marked their respective documentary exhibits. In the Pre-trial Order[7] of 10 May 19595, the trial court defined the issues to be resolved, to wit: “(i) whether the size of the area actually sold is 74 or 374 square meters; and (ii) whether the document of sale may be annulled on the ground of fraud owing to the increase of the area sold from 74 square meters to 374 square meters.”

Subsequently, trial on the merits ensued. Thereafter, plaintiffs Angtud spouses formally offered their exhibits, consisting of the following: (1) the Deed of Absolute Sale of a Portion of Land[8] dated 22 January 1970; (2) the Questioned Document Report No. 031-97[9] dated 15 April 1997; (3) the Questioned Document Report No. 068-97[10] dated 25 July 1997; and (4) the Sketch Plan of Lot 3964.[11]

On their part, defendants Niadas spouses formally offered their exhibits, which consisted of: (a) the Deed of Absolute Sale of a Portion of Land[12] dated 22 January 1970; (b) the Questioned Document Report No. 031-97[13] dated 15 April 1997; (c) the Questioned Document Report No. 068-97[14] dated 25 July 1997; (d) Tax Declaration No. 31707[15] for the year 1969 in the name of plaintiff Anteneduro; (e) Tax Declaration No. 32700[16] for the same year 1969 in plaintiff Ateneduro’s name; (f) Tax Declaration No. 00186[17] for the year 1974 in plaintiff Ateneduro’s name; (g) Tax Declaration No. 30820[18] for the year 1980 in plaintiff Ateneduro’s name; (h) Tax Declaration No. 08812[19] for the year 1985 in the name of plaintiff Ateneduro; (i) Tax Declaration No. 2401100227[20] for the year 1995 in the name of plaintiff Ateneduro; (j) Official Receipt No. 903716[21] dated 19 May 2000 issued by the Office of the Municipal Treasurer of Liloan, Cebu to defendant Teresita; (k) the Certification[22] dated 19 May 2000 of the Office of the Municipal Treasurer of Liloan, Cebu which states that the property covered by Tax Declaration No. 2401100229 is owned by defendant Teresita and that the taxes due thereon have been fully paid; (l) Tax Declaration No. 2401100229[23] for the year 1995 in the name of defendant Teresita; (m) Tax Declaration No. 14789[24] for the year 1985 in the name of defendant Teresita; (n) Tax Declaration No. 30822[25] for the year 1980 in defendant Teresita’s name; (o) Tax Declaration No. 09538[26] for the year 1974 in defendant Teresita’s name; (p) Tax Declaration No. 32699[27] for the year 1980 in defendant Teresita’s name; and (q) Warrant of Arrest in Criminal Case No. 4230-L filed by defendant Teresita against plaintiff Ateneduro for theft.

The Ruling of the Trial Court

In due time, the court a quo rendered its now assailed decision[28] finding for the plaintiffs Angtud spouses and against the defendants Niadas spouses. The trial court observed that the numeric figures “374” depicting the area of the sold portion as appearing in the Deed of Absolute Sale of a Portion of Land dated 22 January 1970 were handwritten in pen unlike the other entries which were visibly typewritten, except the signatures of the vendor, the witnesses, and the notary public. Relying on Questioned Document Report No. 031-97, the trial court ruled that the numeric figure “3” was superimposed and added to numbers “74” while the deed of sale was in the possession of defendant Teresita, to make it appear that the portion conveyed by plaintiff Ateneduro was “374” square meters, instead of only 74 square meters. The trial court, however, held that the intercalation of figures did not invalidate the document of sale in question because “there was a perfected contract between the parties involving an area of 74 square meters of subject land with a purchase price of P500.00. In conclusion, the trial court disposed of the case as follows:

WHEREFORE, premises considered, judgment is rendered in favor of the plaintiff, Anteneduro Angtud, and

against defendants, Spouses Teresita Niadas and Ricardo Niadas, as follows, to wit:

- 1) Declaring the subject Deed of Absolute Sale of a Portion of Land (Exhs. "A" & "1") as valid, however, the area is ordered reduced to 74 sq. meters instead of 374 sq. meters;
- 2) Declaring the tax declarations covering the said 374 sq. meters in the name of defendants as null and void and of no force and effect;
- 3) Ordering defendants to pay moral damages in the amount of P30,000.00;
- 4) Ordering defendants to pay P20,000.00 as exemplary damages;
- 5) Ordering defendants to pay P10,000.00 as attorney's fees plus P500.00 per court appearance of his counsel, as well as the cost[s] of litigation.

SO ORDERED.

The Issues

In this appeal, defendants (now appellants) Niadas spouses allege that the trial court erred: (i) in declaring the validity of the subject deed of sale while reducing the area of the conveyed portion despite the failure of plaintiffs (now appellees) Angtud spouses to establish their cause of action through preponderance of evidence; and (ii) in awarding moral and exemplary damages and attorney's fees.

Appellants Niadas spouses allege that appellees Angtud spouses are guilty of laches for having filed the case a quo only in 1994 or after a period of twenty-four (24) years since the execution of the Deed of Absolute Sale of a Portion of Land in 1970. Appellants Niadas spouses also aver that appellees Angtud spouses could not feign ignorance that they (appellants) have been in possession and occupation of the whole 374 portion inasmuch as they have visibly introduced improvements on it by planting to coconut and banana trees and corn crops.

Citing Rule 130, Section 9, paragraph 2(b) of the Rules of Evidence, appellants Niadas spouses contend that appellees Angtud spouses failed to present evidence that the portion which appellee Anteneduro sold in 1970 was only 74 square meters. According to appellants Niadas spouses, assuming that there is a defect in the subject deed of sale as to the area conveyed, their claim of possession over the disputed portion has become conclusive and indefeasible considering that they have been issued a certificate of title in their name. Lastly, appellants Niadas spouses argue that the awards of moral and exemplary damages and attorney's fees are unjustified because there was no proof adduced that they acted with malice or bad faith in asserting their preferential rights over the portion in dispute.

Essentially, the core issues to be resolved in this appeal are whether or not the trial court erred: (1) in reducing the area of the conveyed portion as appearing on the Deed of Absolute Sale of a Portion of Land dated 22 January 1970 from 374 square meters to 74 square meters; (2) in not declaring the action a quo to be barred by prescription and laches; (3) in not finding the appellants Niadas spouses to have vested rights over the portion in litigation; and (4) in awarding moral and exemplary damages and attorney's fees.

The Ruling of this Court

At the outset, it is worth stressing that factual findings and conclusions of the trial court are entitled to great weight and utmost respect and will not be disturbed on appeal, absent a clear showing that the trial court overlooked certain facts and circumstances which would substantially affect the outcome of the case. Since the trial court is, indeed, in a better position to examine the real evidence and have had the opportunity to observe the demeanor of the witnesses while testifying, its factual findings and conclusions are generally accorded great

weight and respect, if not conclusive effect.[29] And such findings may only be disturbed on appeal if there is any showing that the trial court overlooked substantial facts and circumstances which, if given consideration, will alter the outcome of the case.[30]

In the present case, We find no well-grounded reason, and appellants failed to advance any, to disturb the factual findings of the trial court that the numeric figure “3” appearing in the Deed of Absolute Sale of a Portion of Land dated 22 January 1970 was merely superimposed and added to numbers “74” so as to appear that the portion conveyed by appellee Ateneduro to appellant Teresita was “374” square meters, instead of only 74 square meters.

It is apparent in the records that a technical examination of those questioned figures appearing in the deed of sale was scientifically made by a document expert in the proceedings below. The pertinent findings of Mr. Romeo Oliva Varona, the document expert of the PNP Crime Laboratory, Camp Sotero Cabahug, reflected as clearly as it is in the Questioned Document Report No. 031-97[31] he prepared, are more than clear and convincing, thus:

SPECIMENS SUBMITTED:

1. One (1) copy of Deed of Absolute Sale of a Portion of Land notarized by Notary Public Artemio Gamallo dated 22 January 1970 marked “Q”.

XXXX XXXX XXXX

PURPOSE OF LABORATORY EXAMINATION:

To determine whether there is an additional (number) to the questionable entries marked “Q”.

XXXX XXXX XXXX

FINDINGS:

Thorough examination and analysis of the questionable entries marked “Q” reveal that there is a wider distance from number 3 to 7 compare to number 7 and number 4.

XXXX XXXX XXXX

CONCLUSION:

Number 3 could have been added to number 7 and 4 to make it appear 374. There is the presence of additional entries to emphasize the numbers 374.

XXXX XXXX XXXX

In *People v. Domasian*,[32] the High Court lucidly explained the rule relative to the materiality of the opinion of handwriting experts, viz.:

...[T]he value of the opinion of a handwriting expert depends not upon his mere statements of whether a writing is genuine or false, but upon the assistance he may afford in pointing out distinguishing marks, characteristics and discrepancies in and between genuine and false specimens of writing which would ordinarily escape notice or detection from an unpracticed observer. The test of genuineness ought to be the resemblance, not the formation of letters in some other specimens but to the general character of writing, which is impressed on it as the involuntary and unconscious result of constitution, habit or other permanent course, and is, therefore itself permanent.[33]

In fine, We see nothing irregular on the part of the trial court in giving credence to the findings of expert witness Mr. Varona, who testified that the number “3” appearing in the subject deed of sale was superimposed beside the numbers “74” to make it appear therein as “374”, instead of only “74”.

Consequently, the court a quo committed no error in declaring the Deed of Absolute Sale of a Portion of Land dated 22 January 1970 as valid while reducing the area of the conveyed portion from 374 square meters to 74 square meters. Likewise, the trial court committed no error in ordering the cancellation of tax declarations covering the 374 square meter portion in the name of appellants Niadas spouses.

On appellants Niadas spouses' allegation that appellees Angtud spouses are guilty of laches, suffice it to state that the equitable doctrine of laches—which, at civil law, principally concerns the long inaction and inexcusable neglect of a person claiming a right that should be barred^[34]--is entirely inapplicable in the present case. Article 1391^[35] of the Civil Code provides that the action to annul a contract vitiated by mistake or fraud shall be filed within four (4) years from the time of its discovery. It should be noted that appellees Angtud spouses had not had the opportune time to file the action a quo “for annulment of the deed of sale” until June 1994 when, during the barangay confrontation, they discovered and learned that the portion that appellee Anteneduro previously conveyed to appellant Teresita in 1970 was unilaterally increased from 74 square meters to 374 square meters. In fact, appellee Anteneduro filed the instant case before the court a quo on 27 July 1994, or barely a month from his discovery of the fraudulent machination made by appellant Teresita on the questioned deed of sale. Clearly then, there was no inaction or neglect on the part of appellees to speak of that would warrant the application of the principle of laches.

As to the subsequent grant to appellants Niadas spouses of a certificate of title in their name over the portion in question, it has been consistently ruled that neither the Cadastral Act nor the Land Registration Act gives anybody who resorts to its provisions any better title than what he really and lawfully had in the first place, for neither of the statutes creates a new legal mode of acquiring ownership.^[36] The Supreme Court emphatically so held in *Angeles v. Samia*:^[37]

...The purpose of the Land Registration Act, as this court has had occasion to so state more than once, is not to create or vest title, but to confirm and register title already created and already vested, and of course, said original certificate of title No. 8995 could not have vested in the defendant more title than what was rightfully due her and her co-owners. It appearing that said certificate granted her much more than she expected, naturally to the prejudice of another, it is but just that the error, which gave rise to said anomaly, be corrected.... The Land Registration Act as well as the Cadastral Act protects only the holders of a title in good faith and does not permit its provisions to be used as a shield for the commission of fraud, or that one should enrich himself at the expense of another. The above-stated Acts do not give anybody, who resorts to the provisions thereof, a better title than he really and lawfully has. If he happened to obtain it by mistake or to secure, to the prejudice of his neighbor, more land than he really owns, with or without bad faith on his part, the certificate of title, which may have been issued to him under the circumstances, may and should be cancelled or corrected.^[38]

Similarly, it has been consistently held that the conclusive character of a Torrens title is not available for use to perpetrate fraud and chicanery. In essence, the Land Registration Act does not create or vest title. It only confirms and records title already existing and vested. It does not protect a usurper from the true owner. It cannot be a shield for the commission of fraud nor does it permit one to enrich himself at the expense of another. Elsewise stated, the Torrens system was established not as a means for the acquisition of title to private land but merely intended to confirm and register the title which one may already have on the land. Where the applicant possesses no title or ownership over the parcel of land or a portion thereof, he cannot acquire one under the Torrens system of registration.^[39]

As to the trial court's award of moral damages of P30,000.00 in favor of appellee Anteneduro, this Court finds the same to be justified and reasonable. It is a settled rule that for the award of moral damages to be in order, there must be pleading and proof of moral suffering, mental anguish, fright and the like.^[40] To arrive at a judicious

approximation of the emotional or moral injury, competent and substantial proof of the suffering experienced must be shown.[41] Here, appellee Anteneduro has satisfactorily shown the factual basis of the award of moral damages[42] as he had testified in court as to his emotional and mental suffering. And so, We hold that the grant of moral damages to him should be sustained.

In a similar vein, the Court gives its nod to the award of exemplary damages in the amount of P20,000.00. It is a rule too well-settled that exemplary damages may be awarded upon the claimant's showing of his entitlement to moral, temperate or compensatory damages.[43] The actual extent of exemplary damages need not be proved with mathematical exactitude; it depends on the circumstances of the case and is addressed to the sound discretion of the trial court below.

We find it apt and reasonable, however, to delete the award of attorney's fees. The decision of the court a quo is plainly bereft of any findings of fact and law to justify the award of attorney's fees. A cursory reading of the text of the appealed decision shows that it failed to state the underlying rationale for the award of the attorney's fees in favor of appellees Angtud spouses as it is mentioned only in the dispositive portion. The accepted rule has been this: that for the award of attorney's fees to be justified, it is necessary for the court to make findings of fact and law that would bring the case within the exceptional instances enumerated by the law.[44] For such an award is in the concept of damages under Article 2208[45] of the Civil Code, which stringently requires factual and legal justification. While the law allows the courts some degree of discretion in awarding attorney's fees, that discretion must be exercised judiciously-- with great care approximating as closely as possible, the instances exemplified by the law.[46] Given this evident omission by the trial court to state the rationale for the award of attorney's fees, it is but appropriate to delete the improvident award on appeal.

WHEREFORE, premises considered, the appealed Decision dated 20 January 2005 of the Regional Trial Court, Branch 55, Mandaue City, in Civil Case No. MAN-2224, is AFFIRMED with the MODIFICATION that the award of attorney's fees is DELETED for want of factual and legal bases. No costs.

SO ORDERED.

Ingles,[*] and Quijano-Padilla, JJ., concur.

[*] Acting Chairman per Office Order No. 14-14-GTI dated 26 June 2014 vice Justice Hernando.

[1] Penned by Judge Ulric R. Cañete; Records, pp. 192-200.

[2] Captioned "Spouses Anteneduro Angtud and Leonarda Angtud, Plaintiffs versus Spouses Teresita Niadas and Ricardo Niadas, Defendants."

[3] Exhibit "4"; Records, pp. 164-165.

[4] Exhibit "A"; Records, p. 122.

[5] Records, pp. 1-4.

[6] Records, pp. 9-14.

[7] Records, p. 32.

[8] Exhibit "A"; Records, pp. 122-123.

[9] Exhibit "B"; Records, p. 124.

[10] Exhibit “C”; Records, p. 125.

[11] Exhibit “D”; Records, p. 126.

[12] Exhibit “1”; Same as Exhibit “A”, supra.

[13] Exhibit “2”; Same as Exhibit “B”, supra.

[14] Exhibit “3”; Same as Exhibit “C”, supra.

[15] Exhibit “4”; Records, pp. 164-165.

[16] Exhibit “5”; Records, pp. 166-167.

[17] Exhibit “6”; Records, pp. 168-169.

[18] Exhibit “7”; Records, pp. 170-171.

[19] Exhibit “8”; Records, pp. 172-173.

[20] Exhibit “9”; Records, pp. 174-175.

[21] Exhibit “10”; Records, p. 176.

[22] Exhibit “11”; Records, p. 177.

[23] Exhibit “12”; Records, pp. 179-180.

[24] Exhibit “13”; Records, pp. 181-182.

[25] Exhibit “14”; Records, pp. 183-184.

[26] Exhibit “15”; Records, pp. 185-186.

[27] Exhibit “16”; Records, pp. 187-188.

[28] See Note 1.

[29] See *People v. Abella*, G.R. No. 127803, 28 August 2000; *People v. Garcia*, 209 SCRA 164 (1992); *People v. Torres*, L-44429, 26 October 1983; *People v. So*, L-39504-06, 30 January 1984; *People v. Clores*, G.R. No. 130488, 8 June 2004; *People v. Medina*, G.R. No. 155256, 30 July 2004.

[30] *American Home Assurance Co. v. Chua*, 309 SCRA 250 (1999).

[31] See Note 9.

[32] G.R. No. 95322, 1 March 1993.

[33] Citations omitted.

[34] See *Heirs of Teodoro Dela Cruz v. Court of Appeals*, 298 SCRA 172 (1998). citing *Pabalate v. Echarri, Jr.*, No. L-24357, 37 SCRA 518 (1971).

[35] Article 1391. The action for annulment shall be brought within four years.

This period shall begin: In cases of intimidation, violence or undue influence, from the time the defect of the consent ceases.

In case of mistake or fraud, from the time of the discovery of the same.

And when the action refers to contracts entered into by minors or other incapacitated persons, from the time the guardianship ceases.

[36] Angeles v. Samia, G.R. No. 44493, November 3, 1938, 66 Phil. 444; Gabriel v. Court of Appeals, L-26348, 30 March 1988, 150 SCRA 461.

[37] Supra.

[38] Citations omitted.

[39] Municipality of Victorias v. Court of Appeals, 149 SCRA 32 (1987).

[40] San Miguel Brewery, Inc. v. Magno, 21 SCRA 292 (1967).

[41] Malonzo v. Galang, 109 Phil. 16 (1960).

[42] Article 2217 of the Civil Code states: "Moral damages include physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, and similar injury. Though incapable of pecuniary computation, moral damages may be recovered if they are the proximate result of the defendant's wrongful act or omission."

[43] Article 2234 of the Civil Code provides that: "While the amount of the exemplary damages need not be proved, the plaintiff must show that he is entitled to moral, temperate or compensatory damages before the court may consider the question of whether or not exemplary damages should be awarded..."

[44] See BPI Family Savings Bank, Inc. v. Manikan, G.R. No. 148789, 16 January 2003, 395 SCRA 373.

[45] Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

- (1) When exemplary damages are awarded;
- (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;
- (3) In criminal cases of malicious prosecution against the plaintiff;
- (4) In case of a clearly unfounded civil action or proceeding against the plaintiff;
- (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim;
- (6) In actions for legal support;
- (7) In actions for the recovery of wages of household helpers, laborers and skilled workers;
- (8) In actions for indemnity under workmen's compensation and employer's liability laws;
- (9) In a separate civil action to recover civil liability arising from a crime;
- (10) When at least double judicial costs are awarded;
- (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

In all cases, the attorney's fees and expenses of litigation must be reasonable.

[46] BPI Family Savings Bank, Inc. v. Manikan, G.R. No. 148789, 16 January 2003, 395 SCRA 373.

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