

SPOUSES SEGUNDO ALDEON AND FELICIDAD ALDEON, PLAINTIFFS-APPELLANTS, VS. PILAR A. ABLON, GENEROSA ALCORIZA, TARCESIA ALCORIZA, ESTANISLAO ALCORIZA, JR., AND MARCIAL ALCORIZA, VIR...

Ponente: QUIJANO-PADILLA, J.

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QUIJANO-PADILLA, J.:

This is an appeal[1] from the Decision[2] dated June 10, 2008 of the Regional Trial Court (RTC), Branch 39, Dumaguete City, in Civil Case No. 12920 for Quieting of Title, Reconveyance, Injunction with TRO and Damages. The assailed decision dismissed the instant case on the grounds that: 1) in the action for reconveyance, plaintiffs-appellants failed to prove with certainty the area of the subject property they seek to recover and that they have a better title to it than the defendants-appellees; 2) in the action for quieting of title, plaintiffs-appellants have not shown their equitable title or interest over the subject property; and 3) this action, which was filed after almost 27 years after the registration of the subject property in the name of defendant-appellee Pilar Ablon (Pilar), and her siblings Tarcesia, Generosa, Estanislao, Jr., and Marcial, all surnamed Alcoriza, is barred by prescription and laches.

The Antecedents

This case stemmed from a Complaint[3] for Quieting of Title, Reconveyance, Injunction with TRO and Damages before the RTC of Dumaguete City filed on March 19, 2001 by plaintiffs-appellants Spouses Segundo and Felicidad Aldeon (Sps. Aldeon) against defendants-appellees. The subject matter of this case involves a parcel of land, known as Lot 239, Pls-759, covered by Tax Declaration No. 14110, situated at Tugawe, Dauin, Negros Oriental (subject property) originally registered in the name of the late Estanislao Alcoriza (Estanislao) and more particularly described as follows:

“A parcel of land covered by Tax Declaration No. 14110 declared for taxation purposes in the name of Estanislao Alcoriza, the herein Vendor. Bounded on the North by Catalina Alaban, and others with 69.15 Ms.; on the East by Josefa Cimafranca 66,00 Ms.; on the South by the Lipayo-Mag-aso Feeder Road 74.70 Ms.; and on the West by the property of Fabian Alcoriza and Segundo Alcoriza 79.70 Ms., containing and (sic) area of FOUR THOUSAND ONE HUNDRED SIXTY SIX (4,166) square meters, more or less.”[4]

The late Estanislao married twice and he begot five children during his first marriage and another five children during his second marriage. Except for defendant-appellee Virginia Trumata-Allessandrini, all the herein defendants-appellees are the children of the late Estanislao from the first marriage.[5]

In their Complaint, plaintiffs-appellants Sps. Aldeon alleged that the late Estanislao allegedly sold to them a portion of the subject property consisting of an area of 2,978 square meters on June 25, 1972 as evidenced by a Deed of Absolute Sale.[6] After the sale, plaintiffs-appellants Sps. Aldeon failed to procure its title in their names. On August 6, 1973, a free patent title under OCT No. FV-14329[7] was issued in favor of the late Estanislao over the subject property.[8]

However, on June 10, 1974, defendant-appellee Pilar, the eldest child of the late Estanislao from his first marriage, instituted guardianship proceedings for and in behalf of her four other siblings, namely: Tarcesia, Generosa, Estanislao, Jr., and Marcial, all surnamed Alcoriza. Pursuant thereto, the CFI of Negros Oriental adjudicated the subject property in favor of defendant-appellee Pilar and her other siblings. By reason of the said order of the court, the Register of Deeds then cancelled OCT No. 14329 issued in favor of the late Estanislao and in lieu thereof, issued a new title in the name of defendant-appellee Pilar and her other siblings under TCT No. FT-1383[9]. Upon his death on November 26, 1980, the late Estanislao was survived by his second wife, Ruperta Bendijo and his children from both marriages.[10]

On April 6, 1991, defendants-appellees sold the subject property to defendant-appellee Virginia Trumata-Allessandrini (Allessandrini) pursuant to a Deed of Sale subscribed and sworn to before a notary public and thereafter, a new title under TCT No. FT-7041[11] was issued in favor of defendant-appellee Allessandrini. Plaintiffs-appellants Sps. Aldeon contend that they discovered the sale and existence of the title in the name of defendant-appellee Allessandrini only on January 21, 2011 when they were summoned before the Barangay Captain of Brgy. Lipayo, Dauin, Negros Oriental after they had cut six (6) coconut trees planted on the subject property. During the confrontation and in order to buy peace, plaintiffs-appellants Sps. Aldeon proposed to give up 756 square meters of the subject property since the total land area indicated in the title of defendant-appellee Allessandrini is 4,922 square meters while the total land area indicated in their Deed of Sale referred only to an area of 4,166 square meters. Plaintiffs-appellants Sps. Aldeon's offer was flatly denied by defendant-appellee Allessandrini as the latter strongly insisted on her ownership of the subject property.[12]

Plaintiffs-appellants Sps. Aldeon further contend that the defendants-appellees, who are the children of the late Estanislao from the first marriage, acted in bad faith for they knew all along that the former had already purchased a portion of the subject property since 1972 and had been possessing the same in the concept of an owner. Plaintiffs-appellants Sps. Aldeon likewise contend that defendant-appellee Allessandrini is a buyer in bad faith considering that at the time the latter bought the subject property, the latter already knew that the same was already purchased by the former. Hence, the institution of the instant action.[13]

In their Answer and Counterclaim,[14] defendants-appellees vehemently denied the allegations in the Complaint. Defendants-appellees averred that the late Estanislao never sold the subject property to plaintiffs-appellants Sps. Aldeon. The Deed of Absolute Sale allegedly executed by the late Estanislao is a forgery since the signature appearing thereon is not his signature as may be gleaned from the fact that his alleged signature appearing on page two of the said Deed is very much different from that appearing on page one thereof. Defendants-appellees likewise averred that they were not aware of any sale involving the subject property in favor of the plaintiffs-appellants Sps. Aldeon. According to defendants-appellees, the claim of plaintiffs-appellants Sps. Aldeon of having purchased the subject property on June 25, 1972 is negated by the following circumstances, to wit:

1. Plaintiff-appellant Felicidad Aldeon accepted a mortgage of the subject property from the late Estanislao on August 28, 1980 as evidenced by a Deed of Real Estate Mortgage[15];
2. In the year 1991, plaintiff-appellant Felicidad Aldeon allowed defendant-appellee Pilar to redeem the aforementioned mortgage; and
3. It is very glaring that the two signatures of the late Estanislao on the Deed of Absolute Sale allegedly executed in favor of plaintiffs-appellants Sps. Aldeon are not the genuine signatures of the former.

By way of special and affirmative defenses, defendants-appellees alleged that the plaintiffs-appellants Sps. Aldeon have no cause of action against them considering that their alleged ownership over the subject property is

merely anchored on a Deed of Absolute Sale which is obviously null and void, hence, plaintiffs-appellants Sps. Aldeon have no title to be quieted while it is very clear that the title on the subject property had legally passed on from the late Estanislao to his children who were issued TCT No. FT-1383, who in turn, validly sold the same to defendant-appellee Alessandrini, who as a consequence, was issued TCT No. FT-7041. That granting without admitting for the sake of argument that the late Estanislao sold the subject property in favor of plaintiffs-appellants Sps. Aldeon, the sale would be null and void as it was violative of the Free Patent Law. That the instant complaint is a clear violation of the rule against forum shopping and must therefore be dismissed for the reason that a similar case involving the same parcel of land and practically the same parties was filed by herein defendants-appellees Alessandrini and Pilar against plaintiffs-appellants Sps. Aldeon for Recovery of Possession and Ownership of Real Property with Prayer for Preliminary Mandatory Injunction and/or Temporary Restraining Order and Damages. That defendant-appellee Alessandrini is a buyer in good faith and for value and the issuance of TCT No. FT-7041 in her favor was legal and valid since she was merely relying on the face of the indefeasible title denominated as TCT No. FT-1383 issued in defendants-appellees' favor.[16]

As a counterclaim, defendants-appellees asserted that as a result of the filing of this malicious, baseless and unfounded action, defendants-appellees demand moral and exemplary damages, litigation expenses and attorney's fees. Likewise, defendants-appellees pray that the instant case be dismissed.[17]

After the pre-trial conference,[18] the trial court proceeded to try the case on the merits. Plaintiffs-appellants Sps. Aldeon commenced with the presentation of their testimonial evidence with the testimonies of plaintiff-appellant Segundo Aldeon, Ruperta Bendijo Alcoriza, Atty. Rudy Enriquez and Rudy Alcoriza. The evidence of the plaintiffs-appellants, as culled from the testimonies of their witnesses, were summarized by the trial court in this wise:

“Plaintiff Segundo Aldeon, a farmer, and a resident of Lipayo, Dauin, Negros Oriental alleged that he and his wife, plaintiff Felicidad Aldeon, purchased a parcel of land covered by Tax Declaration No. 14110 located at Lipayo, Dauin from the late Estanislao Alcoriza. The said lot consisted of an area of 4,166 square meters, however, they purchased only a portion of the said lot consisting of an area of 2,978 square meters, pursuant to a Deed of Sale which was executed and signed by them and the late Estanislao on June 25, 1972 but was notarized by Atty. Rudy Enriquez only on July 1, 1972. He personally had the Deed of Sale registered with the Office of the Register of Deeds for the issuance of a new tax declaration over the said property. Thereafter, he paid the Real Property Taxes on the said property as evidenced by the Real Property Tax Receipts.

When they purchased a portion of the said parcel of land, they were made to understand by the vendor, Estanislao, that the title to the said lot was in the name of his daughter.

They immediately took possession of the portion of the said parcel of land which was then planted with coconut tress and bamboo groves. He then cut down some of the coconut trees and he planted new coconut seedlings in lieu thereof.

Sometime in the month of June 2001, he cut off several of the coconut trees on the said lot so that he could construct a cockpit with a parking lot, however, he was met with stiff opposition from defendant Pilar Alcoriza Ablon, the eldest daughter of Estanislao from his first marriage, who registered her objection thereto, claiming that they were the owners of the property. Defendant Ablon even went to the extent of calling for a policemen to deter him from further cutting the trees.

He summoned defendant Ablon before the Office of the Barangay Captain and he showed her the Deed of Sale of the portion of the said lot which he purchased from her father, however, defendant Ablon denied the authenticity and due execution of the said document. Defendant Ablon likewise showed her the title to the said property in the name of her father, Estanislao, who at that time had already passed away. Upon perusing the said title, he came to know that the same was a Free Patent issued by the Register of Deeds to the late

Estanislao on August 6, 1973. He then proposed that the property be subdivided so that he could process the necessary papers for the issuance of a title to the portion which he had purchased, however, defendant Ablon flatly refused his proposal.

He admitted that the said parcel of land has a total land area of 4,166 square meters, however, he purchased only a portion of the said lot consisting of an area of 2,978 square meters. He further admitted that the other portion of the said lot consisting of an area of around 1,188 square meters was mortgaged by Estanislao to a certain Hilarion Tubio, and their respective portions were delineated by coconut trees as boundaries. In the year 2001, a fence categorically laid down their boundaries.

In the year 1997, defendant Alessandrini built her house on the other lower portion of the property which was previously mortgaged by the late Estanislao to Hilarion Tubio. His wife, the herein plaintiff Felicidad, then approached defendant Alessandrini and proposed for a survey of the property considering the fact that she was now the adjacent land owner.

He recalls that together with defendants Ablon and Alessandrini, they all sought the legal advice of Atty. Enriquez concerning the matter, however, Atty. Enriquez merely advised them to settle the matter among themselves. At first, defendant Alessandrini told him that she will have to discuss the matter with her husband since she was scheduled to leave abroad and meet him, however, the said settlement never materialized even after the arrival of defendant Alessandrini's husband here in the Philippines.

On cross-examination, he admitted that the area where defendant Alessandrini constructed her house is in the lower portion of the lot, subject of this present case, and the said area was previously mortgaged to Hilarion Tubio. He likewise admitted that he was one of the witnesses to the execution of the Deed of Real Estate Mortgage dated February 17, 1972, between Estanislao Alcoriza and Hilarion Tubio, and the said instrument was notarized on June 25, 1972 before Atty. Rudy Enriquez, and it was also on the very same date when the Deed of Sale between Estanislao and his wife was also notarized before Atty. Rudy Enriquez.

He clarified that while the Deed of Sale executed and signed by Estanislao in favor of his wife mentioned the sale of the entire lot, yet he admitted that they purchased only a portion thereof consisting of an area of 2,978 square meters which is aptly described in the acknowledgment portion of the said instrument. He could not categorically deny that in the prayer of their complaint they asked that the court convey to them the entire lot, however, he clarified he and his wife are merely praying that the court order the segregation of the portion consisting of 2,978 square meters that they purchased from the late Estanislao Alcoriza.

He attested to the fact that the signature of Estanislao appearing on the said Deed of Sale is his genuine signature since he personally saw him affix his signature on the said document. He admitted, however, that Estanislao had already affixed his signature on the said document before they went to the notary public, and that it was only at the residence of Atty. Enriquez, the notary public, that they were instructed to sign on the left margin of the said document. He likewise admits the conspicuous variance in the signatures of Estanislao in the first and the second pages of the said document since the signature of Estanislao on the first page is in the longhand, while in the second page, it is printed.

He maintained that he paid the real property taxes over the said property from 1972 to the present although he could only present tax receipts commencing from the year 1993. He added that in the year 1980, he and his wife already knew that the title to the said lot was already transferred in the names of the herein defendants who are the children of the late Estanislao from his first marriage and he likewise knew that the said land was mortgaged to the bank.

Ruperta Bendijo Alcoriza, the second wife of the deceased Estanislao Alcoriza, testified that she married him in the year 1961 and has five children with him, namely, Erlinda, Lilia, Rebecca, Gina and Rudy.

She alleged that the property, subject matter of this case, was inherited by her husband Estanislao from his

mother Demetria. She therefore contends that since she has also five children with the late Estanislao, then she and her children have also a right to the said property, and that the said lot should not just be adjudicated to the children of her late husband Estanislao from his first marriage. She admitted that during her marriage to Estanislao, she knew that he sold several parcels of land but she did not express any objection to the said transactions since her children were all grown up. She knew in particular that Estanislao sold the parcel of land, subject matter of this case, to the plaintiff-spouses. She further admitted that in the year 1980, when Estanislao passed away, and even thereafter, she never filed any adverse claim or any complaint in court or in any government agency to claim her right to the said property.

In the year 1983 or around three years after her husband Estanislao passed away, she left Lipayo, Dauin and resided in Dadiangas City for around twenty years. When she returned, she met her stepchildren, the herein defendants, and although she came to know that the title of the said parcel of land was transferred in the names of her stepchildren, yet she did not file any formal complaint to claim her share and that of her children since a certain “Noning” had been giving them financial support.

Atty. Rudy Enriquez testified that he was the one who notarized the Deed of Sale executed between the late Estanislao Alcoriza and plaintiff Felicidad Aldeon on July 1, 1972. He attested to the genuineness of the signatures of the late Estanislao Alcoriza, plaintiff Felicidad Aldeon and witnesses Juvencio Tuban and Nicano Tubio as appearing in the said document, and he further attested to the fact that they signed the said document in his presence. He admitted the variance of the signature of the late Estanislao Alcoriza on the first page as compared with his signature on the second page of the said document, however, he confirmed the fact that the vendor, Estanislao, signed the said document in his presence. He attested to the fact that the said document was prepared on June 25, 1972 but notarized only on July 1, 1972.

On cross-examination, when confronted with another instrument entitled “Deed of Real Estate Mortgage”, involving the very same parcel of land executed between the late Estanislao and a certain Hilarion Tubio, he readily admitted that he was also the one who notarized the said document on June 25, 1972. He likewise admitted that he did not ask the vendor, Estanislao Alcoriza, why the very same parcel of land was sold to plaintiff Felicidad Aldeon and likewise mortgaged to Hilarion Tubio on the very same day, June 25, 1972, since according to him, as a notary public, what is important to him is that the parties appeared before him and understood the nature of the transaction they entered into and affixed their signatures in his presence.

Rudy Alcoriza testified that he is the youngest of the five children of the late Estanislao Alcoriza with his second wife, Ruperta Bendijo Alcoriza, whom he married in the year 1961. Defendant Pilar Ablon is his half sister, being a daughter of his father from a previous marriage.

When his father passed away, defendant Pilar Ablon enjoyed the fruits and income of his father's properties, to the exclusion of his mother and his other brothers and sisters. Since the second family was never given any share in the fruits and income of the said properties, he brought the matter concerning the sharing of the property for resolution with the Office of the Barangay Captain.

On cross-examination, he denied knowing a person by the name of Anastacio Alcoriza and likewise denied any knowledge that the property, subject matter of this case, was previously owned by Anastacio Alcoriza based on the tax declaration of the said property in the year 1918.

He claimed that the parcel of land, subject matter of this case, was originally owned by his late father Estanislao, and he knows for a fact that a portion thereof was sold to the plaintiffs.

He attested to the fact that it was only in the year 2005 that he learned that this particular parcel of land was adjudicated to the five children of his late father from his first marriage. He knows for a fact that the said parcel of land is now presently owned by defendant Allessandrini, although he is not certain whether a title over the said parcel of land has already been constructed (sic) by defendant Allessandrini on the said lot.” (citations omitted) [19]

After the plaintiffs-appellants Sps. Aldeon have rested their case, defendants-appellees presented their testimonial evidence with the lone testimony of defendant-appellee Pilar. The version of the defendants-appellees, as culled from the testimony of defendant-appellee Pilar, was summarized by the trial court and We quote, thus:

“Defendant Pilar Ablon testified that the parcel of land, subject of the present controversy, was owned by her late father, Estanislao Alcoriza, and a free patent title under OCT No. FV-14329 was issued in his favor. Her father acquired this lot by inheritance from his uncle named Anastacio Alcoriza as evidenced by the tax declarations issued in the latter’s name for the years 1918 and 1949.

In the year 1994 (sic), she filed guardianship proceedings for and in behalf of her younger brothers and sisters before the Court of First Instance (CFI) of Negros Oriental. At this point in time, her father had a second family and she was the one taking care of her younger brothers and sisters and she was the one who defrayed their school expenses since they were then staying with her. Her father was busy with his second family since he had five more children with his second wife, that he did not mind her younger brothers and sisters from his first marriage. She was likewise the one who took care of the two other daughters of her father from his second marriage.

In the year 1974, she commenced guardianship proceedings before the court, hence, an order was issued by the CFI adjudicating the said parcel of land in her favor and in favor of her other younger brothers and sisters, namely: Tarcesia, Generosa, Estanislao, Jr., and Marcial. The order of the court adjudicating the said land in their favor was annotated at the back of OCT No. FV-14329. However, the said title was subsequently thereafter cancelled and a new title under TCT No. FT-1383 was issued in their favor.

In the year 1975, she was forced to take out a mortgage on the said parcel of land since her father did not have a job and had another family. She was then working in Bais City and was the one taking care of her brothers and sisters who were then living with her, and she was the one defraying their school expenses. The said loan transaction was annotated at the back of the title as Entry No. 62162.

In the year 1980, her father, Estanislao, mortgaged the said parcel of land to plaintiff Felicidad Aldeon, however, she was able to redeem the same eleven years thereafter, more specifically in the year 1991. She alleged that she was the one who personally handed over the amount of money to plaintiff Felicidad Aldeon in order that she could redeem the said parcel of land from her. She furthermore alleged that plaintiff Felicidad Aldeon signed her name on the face of the document of mortgage as evidence that she received the amount for the redemption of the said parcel of land.

She admitted that during the pendency of the mortgage agreement, the plaintiffs were harvesting the coconuts on the said property, however, the same was in line with the stipulations in the mortgage contract which authorized plaintiffs to harvest half of the produce of the land until its redemption.

She maintained that her father, Estanislao, was the owner of the parcel of land subject of this case as evidenced by the tax declarations issued in his name. She refuted the statement made in the Deed of Sale which alleged that the said property was inherited by her father, Estanislao, from his mother, and she clarified that the said parcel of land was inherited by her father from her uncle, Anastacio Alcoriza.

She denied the genuineness of the signature of her father appearing on the first and second page of the Deed of Sale which plaintiffs claim was executed by her father in their favor. She alleged that her father could not have signed and executed the said document since his signature on the first and second page of the said document were very much different.

She contended that her father could not have sold the said parcel of land to the plaintiffs since her father even mortgaged the said parcel of land to Hilarion Tubio on February 12, 1972, and the said instrument was notarized on June 25, 1972 on the very same day that the Deed of Sale was also allegedly executed and signed by him.” (citations omitted) [20]

In its August 2, 2007 Order,[21] the parties were given forty-five (45) days within which to submit their respective memoranda and thereafter, this case was then submitted for decision.

The Ruling of the RTC

After due proceedings, the RTC rendered the challenged June 10, 2008 Decision,[22] which disposed as follows:

“WHEREFORE, in view of the foregoing, judgment is hereby rendered:

(1) dismissing this case for Quieting of Title, Reconveyance and Damages filed by plaintiffs against the defendants;

(2) ordering the plaintiffs to pay the defendants P30,000.00 as attorney's fees and P10,000.00 as cost of suit.”

Dissatisfied with the foregoing decision, plaintiffs-appellants Sps. Aldeon appealed before Us assigning the following errors:

I.

THE LOWER COURT ERRED IN FAILING TO DECLARE THAT THE APPELLANTS WERE PURCHASERS IN GOOD FAITH AND FOR VALUE OVER 2,978 SQUARE METERS OF LOT NO, 239, PLS-759, LOCATED IN DAUIN, NEGROS ORIENTAL.

II.

THE LOWER COURT ERRED IN FAILING TO DECLARE THAT THE APPELLANTS HAVE BEEN IN POSSESSION OVER 2,978 SQUARE METERS OF LOT NO. 239, PLS-759, LOCATED IN DAUIN, NEGROS ORIENTAL, IN CONCEPT OF OWNERS, ADVERSELY AND PUBLICLY, SINCE THE TIME THEY BOUGHT IT IN 1972.

III.

THE LOWER COURT IN FAILING TO DECLARE THAT APPELLEE ALLESSANDRINI WAS A BUYER IN BAD FAITH AND THAT THE CONSEQUENT REGISTRATION IN HER FAVOR DID NOT VEST, BUT MERELY SERVED AS EVIDENCE OF, TITLE – AS SHE HELD NO BETTER TITLE THAN THAT WHICH IT ACTUALLY HAVE PRIOR TO REGISTRATION.

IV.

THE LOWER COURT ERRED IN DISMISSING APPELLANTS' CASE FOR QUIETING OF TITLE, RECONVEYANCE AND DAMAGES, INSPITE OF PREPONDERANT EVIDENCE IN FAVOR OF THE APPELLANTS.

V.

THE LOWER COURT ERRED IN AWARDING ATTORNEY'S FEES AND COSTS OF SUIT TO APPELLEES INSPITE OF THE ABSENCE OF ANY SUPPORTING EVIDENCE. [23]

This Court's Ruling

The instant appeal lacks merit.

The issues raised in the appeal, being closely interrelated, will be discussed jointly hereunder.

RTC's Dismissal of Instant Case Upheld

An action for reconveyance is a legal and equitable remedy that seeks to transfer or reconvey property, wrongfully registered in another person's name, to its rightful owner.[24] For an action for reconveyance to prosper: (1) the

action must be brought in the name of a person claiming ownership or dominical right over the land registered in the name of the defendant; (2) the registration of the land in the name of the defendant was procured through fraud or other illegal means; (3) the property has not yet passed to an innocent purchaser for value; and (4) the action is filed after the certificate of title had already become final and incontrovertible but within four years from the discovery of the fraud or not later than 10 years in the case of an implied trust.[25] To warrant reconveyance of the land, the plaintiff must allege and prove, among others,[26] ownership of the land in dispute and the defendant's erroneous, fraudulent or wrongful registration of the property.[27]

On the other hand, an action for quieting of title is essentially a common law remedy grounded on equity. The competent court is tasked to determine the respective rights of the complainant and other claimants, not only to place things in their proper place, to make the one who has no rights to said immovable respect and not disturb the other, but also for the benefit of both, so that he who has the right would see every cloud of doubt over the property dissipated, and he could afterwards without fear introduce the improvements he may desire, to use, and even to abuse the property as he deems best. But for an action to quiet title to prosper, two indispensable requisites must concur, namely: (1) the plaintiff or complainant has a legal or an equitable title to or interest in the real property subject of the action; and (2) the deed, claim, encumbrance, or proceeding claimed to be casting cloud on his title must be shown to be in fact invalid or inoperative despite its prima facie appearance of validity or legal efficacy.[28]

On the recovery of possession, plaintiffs-appellants Sps. Aldeon anchored their claim of ownership of the subject property on the basis of the Deed of Sale allegedly executed by the late Estanislao on June 25, 1972 thereby conveying a portion of the subject property, consisting of an area of 2,978 square meters, in their favor.

From the evidence adduced below, the trial court ruled that the plaintiffs-appellants Sps. Aldeon failed to show sufficient proof in order to entitle them to the prayer sought for in this complaint, that is, for the 2,978 square-meter portion of the subject property be reconveyed to them based on the foregoing reasons, and We quote:

“Sadly, however, the said instrument hardly sustains plaintiffs' claim of ownership over a portion of the said parcel of land. Firstly, the circumstances surrounding the execution of the said document pose a significant doubt that a contract of sale was indeed perfected between the parties. In fact, the genuineness and due execution of the said document was seriously put in issue by the defendants, more particularly defendant Pilar Ablon, who categorically denied the fact that her late father executed the said document in favor of the plaintiff-spouses. Moreover, several circumstances weigh heavily against plaintiffs' contention that the said document was validly executed. Foremost among this is the fact that the signature of the late Estanislao on the first page of the said document is strikingly different from his signature on the second page, thereby giving this court the impression that the said signatures were not affixed by one and the same person. The signature of the late Estanislao on the first page of the said document does not bear any striking and obvious similarity when compared to his signature on the second page, and the variance is so obvious to the eye that the same cannot just be casually disregarded.

Secondly, what also weighs heavily against the presumption that the said deed of sale was duly executed by the late Estanislao in favor of the plaintiff spouses is the fact that on June 25, 1972, on the very same day that the said deed of sale was allegedly executed in favor of the plaintiff spouses, the late Estanislao also executed a Deed of Mortgage over the same parcel of land in favor of a certain Hilarion Tubio.

xxx.

Moreover, plaintiffs' allegation that only the excess portion of the said lot consisting of an area around 1,188 square meters was mortgaged to Hilarion Tubio is a mere sweeping allegation which is not even substantiated by evidence on record. The rule is that he who alleges a fact has the burden of proving it. Plaintiffs, however,

never presented evidence substantiating their claim that only the excess portion consisting of an area of 1,188 square meters of the said lot was mortgaged to Hilario Tubio, in order that they could fully justify the execution by the late Estanislao of two conflicting documents involving the sale and mortgage of the same parcel of land. Furthermore, plaintiffs' allegations are belied by the fact that on the face of the Deed of Mortgage it is clearly stipulated therein that the mortgage transaction referred to the entire lot consisting of an area of 4,166 square meters and not to merely a portion thereof, consisting of an area of 1,188 square meters. xxx. In this case, the Deed of Mortgage categorically stipulated that the entire lot, consisting of an area of 4,166 square meters, was mortgaged to Hilarion Tubio. This stipulation is plainly worded, requiring no further interpretation. Hence, it could have therefore been quite absurd for the late Estanislao to have allegedly sold a portion of the said lot and to also have mortgaged the entire lot at the same time. Plaintiffs, therefore, have failed to prove their alleged sale transaction with the late Estanislao.

xxx

Thirdly, the testimonial and documentary evidence presented cannot also support a solid conclusion that a sale transaction involving a portion, consisting of an area of 2,978 square meters of the said lot, was entered into between the late Estanislao and the herein plaintiffs, in light of the fact that the parties never undertook certain acts which were directed towards the fulfillment of their respective covenants under the said contract.

The plaintiff-spouses who alleged to have purchased 2,978 square meters of the said lot never bothered to have the portion they alleged to have purchased, surveyed and segregated, and they never even undertook to secure a title over the said portion in their names. On the other hand, the contemporaneous and subsequent acts of the late Estanislao also clearly showed that he never parted with his ownership over the said parcel of land. The late Estanislao obviously knew that in the year 1974, his daughter, the herein defendant Pilar Ablon, filed guardianship proceedings before the CFI of Negros Oriental, and pursuant thereto, an order was issued by the said court adjudicating the said parcel of land in favor of his daughter, Pilar, and his four other children from his first marriage. The late Estanislao even supported the filing of the said proceedings since he even accompanied his daughter to the Provincial Capitol during the hearings conducted on the said petition. The late Estanislao also clearly knew that the free patent title issued in his name over the said parcel of land was cancelled and new title was issued in his (sic) favor of his children from his first marriage. Furthermore, the aforesaid parcel of land was mortgaged with the DBP in the year 1995 and the said loan transaction was even annotated at the back of the title of the said parcel of land as Entry No. 62162. Plaintiffs cannot assert that the late Estanislao never knew about these transactions since this was a matter involving family affairs. Moreover, in the year 1980, the late Estanislao even mortgaged the very same parcel of land to plaintiff Felicidad Aldeon, a fact which was never rebutted or controverted by the plaintiffs. The fact, therefore, that plaintiff Felicidad accepted a mortgage of the very same parcel of land from the late Estanislao which she claims she had already purchased from the latter, is to the mind of the court a very glaring indication that the alleged sale transaction never transpired, and that the late Estanislao never intended to transfer ownership of the said parcel of land to the plaintiffs and the latter, in turn, never acquired ownership over the same. For why else would plaintiff Felicidad accept a mortgage over the said parcel of land if ownership thereof was already transferred to her in the first place? Needless to state, it does not make sense for the late Estanislao to mortgage the very same parcel of land to plaintiff Felicidad if it were true that the latter was already the absolute owner thereof. xxx.

Finally, plaintiffs' action for recovery of possession must fail since they have failed to even prove with certainty the area of the land which they seek to recover." (citations omitted)[29]

On quieting of title, plaintiffs-appellants Sps. Aldeon claimed ownership of a portion of the subject property on the basis of the alleged Deed of Absolute Sale executed by the late Estanislao and advanced the view that defendants-appellees Pilar and her four other siblings have obtained through fraud the registration of the subject property in their names. In ruling otherwise, the trial court made the following observation and We quote:

"In this case, plaintiffs have not shown their legal equitable title or interest over the property subject matter of

this case. Plaintiffs merely anchor their ownership over the said lot on the basis of an alleged Deed of Sale executed by the late Estanislao Alcoriza in their favor. Plaintiffs claim that the late Estanislao conveyed in their favor a portion of the said lot consisting of an area of 2,978 square meters, however, as previously mentioned, plaintiffs miserably failed to prove the due execution of the said document by the late Estanislao, hence, the said document has no legal effect and could not have transmitted any rights and title in their favor. Plaintiffs have not shown by competent proof that a contract of sale where all the essential elements are present for its validity was executed by the late Estanislao in their favor over the said parcel of land. The subsequent and contemporaneous acts of the late Estanislao clearly showed that he had never conveyed the said parcel of land in favor of the plaintiffs. The burden is on the plaintiffs to prove due execution of the subject deed of sale, however, they dismally failed to do so.

Furthermore, as had also been previously mentioned, plaintiffs miserably failed to fix the identity of the land they are claiming by describing its exact location, area, and the boundaries thereof. Plaintiffs claim that what was conveyed to them was only a portion of the subject lot consisting of an area of 2,978 square meters. However, aside from this sweeping allegation, plaintiffs failed to prove the particular area or portion of the said lot, and the metes and bounds of said land allegedly sold in their favor.

It is a settled rule that a party can only claim a right of ownership over the parcel of land that was the object of the deed. In this case, the deed of sale by which plaintiffs anchor their claim over a portion of the subject lot failed not only to identify the particular area sold and the metes and bounds of the portion of the said lot subject of the sale, and this, in effect, is fatal to their cause. Thus, the alleged deed of sale cannot be successfully used by plaintiffs to identify the areas they are claiming and to prove ownership thereof.

In light of the fact that the alleged deed of sale which plaintiffs' predicate their claim of ownership could not have transferred any title in their favor, their complaint for quieting of title could not also have presented a cause of action for them against defendants. In fine, plaintiffs are without any title to be cleared of or quieted.

Nor may plaintiffs be regarded as having equitable title over the said property. xxx.

With the reality that plaintiffs are not holders of any legal title over the property subject of this case and are bereft if any equitable claim thereon, the very first requisite of an action to quiet title, i.e., that the plaintiff or complainant has a legal or equitable title to or interest in the real property subject matter of the action, is miserably wanting in this case.

In summary, plaintiffs try to give this Court the impression that the defendants, more particularly defendant Pilar Ablon and her other brothers and sisters, managed, through fraud, to have the subject property belonging to their late father, Estanislao, registered in their names. Such an allegation is, however, devoid of any basis since it must be remembered that defendant Pilar Ablon was able to register the said property in her name and in the names of her brothers and sisters not through fraud, but pursuant to an order issued by the CFI of Negros Oriental adjudicating the said parcel of land in their favor as a consequence of the guardianship proceedings she had filed, and which was commenced with the knowledge and consent of her late father. The CFI order, presumed to be fairly and regularly issued, declared defendant Ablon and her other brothers and sister as absolute owners of the said parcel of land. The latter, in turn, as absolute owners of the said parcel of land, had every right to sell the same in favor of defendant Virginia Trumata-Allessandrini. Defendant Allessandrini is a buyer in good faith and for value, hence the issuance of TCT No. FT-7041 in her favor was legal and valid. On this score, the second requisite of an action to quiet title, namely, that the deed, claim, encumbrance or proceeding alleged to cast cloud on plaintiff's title is in fact invalid or inoperative despite its prima facie appearance of validity or legal efficacy is likewise absent herein.”[30]

The above findings of fact of the trial court must be accorded respect. It is a hornbook doctrine that the findings of fact of the trial court are entitled to great weight on appeal and should not be disturbed except for strong and valid reasons,[31] because the trial court is in a better position to examine the real evidence, and observe the demeanor

of the witnesses, and can therefore discern if they are telling the truth or not.[32]

We have perused the records and We hold that the plaintiffs-appellants Sps. Aldeon failed to persuade Us to overturn the findings of the trial court. Plaintiffs-appellants Sps. Aldeon insist that the analytical conclusion of the trial court is erroneous because it should have considered them as purchasers in good faith and for value and defendant-appellee Allesandrini as a buyer in bad faith. However, apart from these bare and unsubstantiated allegations, the records are bereft of any concrete and sufficient proof to support plaintiffs-appellants Sps. Aldeon's assertions. At best, plaintiffs-appellants Sps. Aldeon's allegations rest upon mere surmises, speculations or conjectures.

The rule is that, as in other civil cases, the burden of proof rests upon the party who, as determined by the pleadings or the nature of the case, asserts an affirmative issue. Contentions must be proved by competent evidence and reliance must be had on the strength of the party's own evidence and not upon the weakness of the opponent's defense. The appellant as plaintiff below is not automatically entitled to the relief prayed for. The law gives the defendant some measure of protection as the plaintiff must still prove the allegations in the complaint. Favorable relief can be granted only after the court is convinced that the facts proven by the plaintiff warrant such relief.[33] Indeed, the party alleging a fact has the burden of proving it and a mere allegation is not evidence.[34] Allegations must be proven by sufficient evidence. Simply stated, he who alleges a fact has the burden of proving it; mere allegation is not evidence.[35]

On the issue of laches and prescription, the trial court had this to say:

“Lastly, plaintiffs' action has been barred by prescription and laches. Even assuming for the sake of argument that fraud supervened in the issuance of the title of the subject lot in favor of defendant Ablon that would impose upon her the implied trust provided in Article 1456 of the Civil Code, yet, plaintiffs enforcement of said right by appropriate legal action has been barred by the prescription of the action.

xxx

Since an implied trust is an obligation created by law xxx, then plaintiffs had ten years within which to bring an action for reconveyance of the said lot in their favor. The next question now is when should the ten-year prescriptive period be reckoned from. The general rule is that an action for reconveyance of real property based on implied trust prescribes ten years from registration and/or issuance of the title to the property, not only because registration under Torrens system is a constructive notice of title, but also because by registering the disputed property exclusively in their names, defendants Pilar Ablon and her brothers and sisters had already unequivocally repudiated any other claim to the same.

xxx. The plaintiffs filed their complaint for quieting of title and reconveyance before this court only on March 19, 2001, almost twenty-seven years after the registration of the said lot in the name of defendant Ablon and her brothers and sisters. Therefore, plaintiffs' action for the recovery of possession of the said disputed property had already long prescribed.

Moreover, other than prescription of action, plaintiffs' right to recover possession of the subject lot, based on an implied trust, is also barred by laches. xxx.

In this case, plaintiff Segundo Aldeon categorically admitted on cross-examination that even as early as the year 1980, he and his wife already knew that the said land was mortgaged to the bank. Plaintiffs, however, aside from giving the lame excuse that they are unlettered and unschooled, could not offer any plausible explanation why they waited twenty-one years after Estanislao's death, and after they knew of such fact, to file this case before this court.”[36]

As already discussed above, this case was filed after almost 27 years from the time of the registration of the

subject property in the names of defendants-appellees Pilar and her other siblings. This period is unreasonably long for a party seeking to enforce its right to file the appropriate case. Thus, plaintiffs-appellants claim that he had not slept on his rights is patently unconvincing.

In conclusion, where a party has neglected to assert his rights over a property in question for an unreasonably long period, he is estopped from questioning the validity of another person's title to the property.[37] Long inaction and passivity in asserting one's rights over a disputed property precludes him from recovering said property.[38]

All told, there is no reason for Us to disturb the weight and credence accorded by the RTC to the evidence of the defendants-appellees, over the protestations of the plaintiffs-appellants. As it is well-settled in this jurisdiction, factual findings of the trial courts, including their assessment of the witnesses' credibility, are entitled to great weight and respect. After all, the trial court is in the best position to determine the value and weight of the testimonies of witnesses. The absence of any showing that the trial court plainly overlooked certain facts of substance and value that, if considered, might affect the result of the case, or that its assessment was arbitrary, impels this Court to defer to the trial court's determination according credibility to the defendants-appellees' evidence.[39]

WHEREFORE, premises considered, the instant appeal is DENIED. The Decision dated June 10, 2008 by the RTC, Branch 39, Dumaguete City in Civil Case No. 12920 is hereby AFFIRMED IN TOTO.

SO ORDERED.

Hernando, J., Chairperson and Azcarraga-Jacob, JJ., concur.

[1] See Notice of Appeal, records, pages 342-343.

[2] Penned by Judge Arlene Catherine A. Dato, records, pages 321-338.

[3] Records, pages 2-7.

[4] See par. 3 of Complaint, records, pages 3.

[5] See page 1 of RTC Decision, records, page 321.

[6] Records, pages 8-9.

[7] Records, pages 10-11.

[8] See Complaint, supra at note 3.

[9] Records, page 12.

[10] See Complaint, supra at note 3.

[11] Records, page 13.

[12] See Complaint, supra at note 3.

[13] See Complaint, supra at note 3.

[14] Records, pages 18-24.

[15] Records, page 128.

[16] See Answer, supra at note 14.

- [17] See Answer, *supra* at note 14.
- [18] See Pre-Trial Order, records, pages 160-161.
- [19] See pages 4-7 of RTC Decision, records, pages 324-327.
- [20] See pages 7-9 of RTC Decision, records, pages 327-329.
- [21] Records, page 300.
- [22] *Supra*, at note 2.
- [23] Appellants' Brief, rollo, pages 35-36.
- [24] *Leoveras v. Valdez*, G.R. No. 169985, June 15, 2011, 652 SCRA 61, 71; and *Guizano v. Veneracion*, G.R. No. 191128, September 12, 2012, 680 SCRA 519, 526.
- [25] *New Regent Sources, Inc. v. Tanjuatco, Jr.*, G.R. No. 168800, April 16, 2009, 585 SCRA 329, 336-337.
- [26] *Supra*.
- [27] *Eland Philippines, Inc. v. Garcia*, G.R. No. 173289, February 17, 2010, 613 SCRA 66, 92, citing *Baricuatro, Jr. v. Court of Appeals*, 382 Phil. 15, 25 (2000).
- [28] *Eland Philippines, Inc. v. Garcia*, G.R. No. 173289, February 17, 2010, 613 SCRA 66, 92, citing *Baricuatro, Jr. v. Court of Appeals*, 382 Phil. 15, 25 (2000).
- [29] See pages 9-12 of RTC Decision, records, page 329-332.
- [30] See pages 14-16 of RTC Decision, records, pages 333-336.
- [31] *Tayco v. Tayco-Flores*, G.R. No. 168692, December 13, 2010.
- [32] *People v. Cabalhin*, 231 SCRA 486, 496 (March 28, 1994).
- [33] *Luxuria Homes, Inc. v. Court of Appeals*, 361 Phil. 989, 1001 (1999), citing *Pascua v. Florendo*, 220 Phil. 588 (1985); *Lim Tanhu v. Ramolete*, G.R. No. L-40098, August 29, 1975, 66 SCRA 425; *Atienza v. De Castro*, G.R. 169698, November 29, 2006.
- [34] *Id.*, citing *P.T. Cerna Corporation v. Court of Appeals*, G.R. No. 91622, April 6, 1993, 221 SCRA 19; *Atienza v. De Castro*, G.R. 169698, November 29, 2006.
- [35] *Atienza v. De Castro*, G.R. 169698, November 29, 2006.
- [36] See pages 16-17 of RTC Decision, records, page 336-337.
- [37] *Declaro vs. Court of Appeals*, 346 SCRA 57; *Valientes v. Minor*, *supra* at note 51.
- [38] *Po Lam vs. Court vs. Court of Appeals*, 347 SCRA 86; *Valientes v. Minor*, *supra* at note 51.
- [39] *People v. Nogra*, G.R. No. 170834, August 29, 2008.

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