

**PEDRO TAPAS AND MARIA ORIÑA DE TAPAS, PETITIONERS, VS.
COURT OF APPEALS, ROBERTO DE JESUS AND CEFERINA DE JESUS,
RESPONDENTS.***G.R. No. L-22202. February 27, 1976*

Ponente: FERNANDO, J.

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The obstacle that had to be hurdled by petitioners in this certiorari proceeding to review a decision of the Court of Appeals[1] is that there was an express finding therein that the transaction in question was one of an absolute deed of sale. It should be mentioned that petitioners, as plaintiffs in the lower court, were unsuccessful in their action to reform certain contract so as to give them the character of equitable mortgages merely. They fared better in respondent Court of Appeals, which ruled in their favor insofar as two parcels of land were concerned. They were so adjudged to be of that character.[2] Their plea was, however, denied as to a third parcel, the lower court being upheld in its finding that there was an absolute sale.[3] The decision of respondent Court penned by the late Justice Fernando Hernandez is notable for its lucidity, comprehensiveness and careful appraisal of the legal issues involved. Nonetheless, petitioners would claim that an error was committed by such tribunal in view of the Civil Code provision: "However, the vendor may still exercise the right to repurchase within thirty days from the time final judgment was rendered in a civil action on the basis that the contract was a true sale with right to repurchase." [4] A reading of the above would clearly show the weakness, not to say the futility, of this petition for review. What is spoken of is clearly the sale with right to repurchase. The finding of respondent Court of Appeals was precisely to the contrary. We are not at liberty to reverse such a finding. We have to affirm.

It was noted in the exhaustive opinion of the late Justice Hernandez that petitioners as plaintiffs did not deny that the deed in question clearly was one of absolute sale. It was prepared in the Office of the then City Assessor, one Eutiquio V. Guevarra, also a notary public, who testified that such precisely was the intention of the parties and that the contents thereof were explained to them. Petitioner Maria Oriña de Tapas was allegedly deficient in formal schooling. She was, however, married to an educated man, a former seminarian no less. He was present at the signing of that document and signed at the left-hand margin thereof. Respondent Court could not, therefore, lend credence to the unsubstantiated version of the wife to the contrary, her husband not being called to the witness stand. Nor could the price be deemed as grossly inadequate, being based on the assessed value. There was an allegation that an adjacent lot did command a higher price, the statement being attributed to one Macario Mariano. Again, it was noted by respondent Court that he was not asked to verify such allegation by being called to appear as a witness. Petitioners having stayed in possession of the lot in question could be explained by the employment of private respondents, the De Jesus couple. Roberto de Jesus, the husband, was an inspector in the Bureau of Fisheries; he had to do a lot of travelling. The wife, Ceferina de Jesus, was a nurse without a fixed place of work. It was to their interest thereon to lease the lot in question to petitioners, the vendors. Such a lease contract was duly entered into. Nor was the assertion that petitioners continued to pay real estate taxes proven. On the contrary, the receipts were produced, duly issued in the name of respondents. The conclusion was, therefore,

inevitable. As succinctly set forth by the late Justice Hernandez: "Hemos revisado las * * * pruebas de las partes sobre la contencion de los demandantes sobre la verdadera naturaliza del documento de venta absoluta * * * y nuestra conclusion es que la misma refleja la verdadera intencion de las partes." [5]

On the facts as found, the law was correctly applied. The petition, to repeat, must fail.

1. Even if there were a less meticulous and conscientious appraisal of the evidence submitted, this Court is not at liberty to alter or modify the facts as set forth in the decision now sought to be reversed. As was so clearly stated in *Chan vs. Court of Appeals*: [6] "What petitioner ignores is that from *Guico vs. Mayuga*, a 1936 decision, the opinion being penned by the then Justice Recto, it has been well-settled that the jurisdiction of this Court in cases brought to us from the Court of Appeals is limited to reviewing and revising the errors of law imputed to it, its findings of fact being conclusive. More specifically, in a decision exactly a month later, this Court, speaking through the then Justice Laurel, it was held that the same principle is applicable even if the Court of Appeals was in disagreement with the lower court as to the weight of the evidence with a consequent reversal of its findings of fact." [7] The *Chan* opinion cited thirty-five decisions in support of such a view. Since then, there has been six more decisions to the same effect. [8] It cannot be denied, therefore, that the transaction herein challenged cannot be looked upon as other than an absolute deed of sale.

2. The crucial question then is whether there being an absolute deed of sale, the vendor, in the language of Article 1606 of the Civil Code, may still exercise the right to repurchase within thirty days from the time the final judgment was rendered in a civil action on the basis that the contract was a true sale with right to repurchase. The wording of the above provision is plain and explicit. Should the vendor fail in his attempt to show that the contract entered into was really a loan and that the parties really intended a pacto de retro sale, he still has thirty days to exercise the right to repurchase from the finality of the judgment. As set forth in the provision, there must be such express finding. The transaction must be one of pacto de retro. The law cannot be any clearer. That is what it says: "the contract was a true sale with right to repurchase."

There is nothing in the rather laconic discussion of three pages in the brief for appellant filed by Attorney Perfecto Tabora to indicate the contrary. Mention was made by him of *Feria vs. Suva*. That was negligence on his part. The case is *Feria vs. Suva*, [9] a 1953 decision. He also did not point out that there was hardly any need to discuss Article 1606 of the Civil Code as the decision in question had become final and, therefore, was a bar to such action. [10] Reference was made, however, to the Court of Appeals in refusing to apply the provisions of the New Civil Code and to a comment made by Justice Capistrano on this article. It hardly lends support to the claim of petitioner. The language of Justice Capistrano is equally explicit: "It is intended to cover suits where the seller claims that the real intention was a loan with equitable mortgage, but the Court decides otherwise." [11] Here, according to Justice Labrador, speaking for this Court, when the Court of Appeals refused to grant the plaintiffs-appellants the privilege of redemption under this article, it was because there was no question as to the transaction being deemed admittedly one of sale with pacto de retro. [12] If such indeed were the case, how much more unpersuasive is the plea of petitioner when the express finding of respondent Court of Appeals is that here an absolute deed of sale was intended by the parties. Moreover, a little more research by counsel for petitioner would have cautioned him against citing a Court of Appeals decision. As of the time he submitted the brief on March 23, 1964, he could have mentioned nine other decisions from *Fernandez vs. Suplido*, [13] decided in 1955, where this Court held that there was no necessity to discuss the applicability of Article 1606, to *Morales vs. Biagtas*, [14] a 1962 decision. This excerpt is particularly relevant: "Moreover, even if the provisions of article 1606 of the new Civil Code could be invoked, still such redemption or repurchase could be made within thirty days from the date of final judgment rendered in a civil action where the issue or controversy between the parties concerns or involves the juridical nature or character of the contract. There being no issue or controversy as to the

juridical nature or character of the contract in question, the provisions of the new Code invoked by the appellees cannot be applied." [15] There are two 1960 decisions from this Court worth noting, *Fernandez vs. Fernandez* [16] and *Rosario vs. Rosario*. [17] In the former, Justice J.B.L. Reyes pointed out: "There is no merit in this appeal. It is already settled that where the right to repurchase had expired before the effectivity of the New Civil Code, Article 1606 thereof providing that 'the vendor may still exercise the right to repurchase within thirty days from the time final judgment was rendered in a civil action on the basis that the contract was a true sale with right to repurchase' can no longer be applied, as it would be an impairment of the right that had already become vested in the vendee under the provisions of the old Code * * *. Full ownership over the land in question having become consolidated and vested in defendant-appellee since 1936, his right thereto can no longer be impaired by allowing plaintiffs now to sue for the exercise of the right of redemption given by Article 1606 of the New Code." [18] In the latter, former Justice, now retired Chief Justice, Paras had this to say: "The appellants have also missed the proper application of article 1606 of the new Civil Code which was taken from article 1508 of the old Civil Code, except the last paragraph which provides for the first time that 'the vendor may still exercise the right to repurchase within thirty days from the time the final judgment was rendered in a civil action on the basis that the contract was a true sale with right to repurchase.' The new provision contemplates a case involving a controversy as to the true nature of the contract, and the court is called upon to decide whether it is sale with pacto de retro or an equitable mortgage. In the case at bar, the transaction is admittedly a deed of sale and the stipulated period of redemption had expired." [19] It bears repeating that here there can be no controversy as to the contract being one of absolute deed of sale, pure and simple. There could not even then be a period of redemption. In the light of such authoritative pronouncements from this Tribunal, it thus clearly appears that the petition is without support in law.

Wherefore, the appealed decision of the Court of Appeals is affirmed. Costs against petitioners.

Barredo, Antonio, Aquino and Concepcion, Jr., JJ., concur.

[1] Aside from the Court of Appeals, the other respondents are Roberto de Jesus and Ceferina de Jesus.

[2] Brief for Petitioners referring to Exhibits 8 and 9.

[3] *Ibid*, referring to Exhibit 5.

[4] Third paragraph of Article 1606. Its first two paragraphs reads: "The right referred to in article 1601, in the absence of an express agreement, shall last four years from the date of the contract. Should there be an agreement, the period cannot exceed ten years."

[5] Decision of Respondent Court, 11.

[6] L-27488, June 30, 1970, 33 SCRA 737.

[7] *Ibid*, 742-743.

[8] Cf. *De Garcia vs. Court of Appeals*, L-20264, Jan. 30, 1971, 37 SCRA 129; *Bunyi vs. Reyes*, L-28845, June 10, 1971, 39 SCRA 504; *Napolis vs. Court of Appeals*, L-28865, Feb. 28, 1972, 43 SCRA 301; *Talosig vs. Vda. de Nieba*, L-29557, Feb. 29, 1972, 43 SCRA 472; *Evangelista and Co. vs. Abad Santos*, L-31684, June 28, 1973, 51 SCRA 416; *Tiongco vs. de la Merced*, L-24426, July 25, 1974, 58 SCRA 89.

[9] 92 Phil. 963.

[10] *Ibid*, 967.

[11] *Ibid*, 966.

[12] Ibid.

[13] 96 Phil. 541.

[14] 116 Phil. 461.

[15] Ibid, 464.

[16] 109 Phil. 1033.

[17] 110 Phil. 394. The other cases follow: De la Cruz vs. Muyot, 102 Phil.318 (1957); Adorable vs. Inacala, 103 Phil. 481 (1958); Ceynar vs. Ulanday, 105 Phil. 1007 (1959); Perez vs. Zulueta, 106 Phil. 264 (1959); Gonzales vs. Rosario, 110 Phil. 394 (1960).

[18] Ibid. 1035-1036.

[19] 110 Phil. 395-396.

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