

VICTORIANO OYAO, BENITA OYAO RAYMUNDO, GREGORIO OYAO, WILFREDO OYAO, NICASIO PAQUIBOT, BENEDICTO PAQUIBOT, VIOLETA PAQUIBOT, EDUARDO PAQUIBOT, TEODULO PAQUIBOT, CELSO PAQUIBOT, ...

Ponente: QUIJANO-PADILLA, J.

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QUIJANO-PADILLA, J.:

This is an appeal on the Decision[1] of the Regional Trial Court (RTC), Branch 54, Lapu-Lapu City in Civil Case No. 4943-L dated May 30, 2011 declaring the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 void ab initio for being fictitious; and likewise voided the Transfer Certificate of Title (TCT) No. 10966 in the name of Zenon Oyao which was derived from the void Extrajudicial Settlement and Deed of Absolute Sale. The Decision further directed the Register of Deeds of Lapu-Lapu City to cancel TCT No. 10966 and reinstate TCT No. 9380 covering Lot 2223-B-2 in the names of the Heirs of Maximino Oyao, and to cancel also the annotation of the Extrajudicial Settlement and Deed of Absolute Sale on TCT No. 9380.

The Antecedents

Maximino Oyao (Maximino), the parties' predecessor-in-interest, was one of the co-owners of Lot No. 2223-B, a property situated in Basak, Lapu-Lapu City with an area of 4,751 square meters and covered by Original Certificate of Title (OCT) No. RO-1187.[2] On May 1, 1960, Maximino and the other co-owners of Lot No. 2223-B executed a document denominated as Extrajudicial Settlement of the Real Estate of Leona Ugsang[3] wherein they adjudicated unto themselves portions of Lot No. 2223-B with an area of 594 square meters for each of them. Subsequently, defendant-appellant Cenon/Zenon Oyao (Cenon) bought the portions that were adjudicated to some co-owners, namely: Gregorio, Rito and Dionisio, all surnamed Oyao.[4] Consequently, when the Partition Agreement of Lot 2223-B[5] (Partition Agreement) was executed by the co-owners on April 3, 1979, Cenon participated in the document and he received the combined shares of his vendees aggregating to 1,782 square meters. In the same Partition Agreement, Maximino received as his share the portion denominated as Lot No. 2223-B-2, which is the particular property subject of this case. Pursuant to the Partition Agreement, OCT No. RO-1187 covering Lot 2223-B was cancelled and separate TCTs were issued, among which was TCT No. 9380[6] in the name of Maximino Oyao for Lot 2223-B-2 with an area of 594 square meters.

When Maximino died, Lot 2223-B-2 was inherited by his five (5) children. Plaintiffs-appellees Victoriano, Benita and Gregorio, all surnamed Oyao, claimed to be Maximino's children; while the rest of the plaintiffs-appellees with Paquibot as surnames or middle names, claimed to be Maximino's grandchildren, being the children of Maximino's deceased daughter Amada Oyao. Maximino's fifth child was Timoteo Oyao (Timoteo), the father of Cenon.

On March 10, 1998, plaintiffs-appellees filed with the RTC a case[7] against Cenon. The thrust of their suit was to quiet their title over Lot No. 2223-B-2; and to annul the following: TCT No. 10966 in the name of Cenon, the Partition Agreement dated April 3, 1979, and the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979. The Partition Agreement and the Extrajudicial Settlement and Deed of Sale were the documents

that served as basis for the cancellation of Maximino's certificate of title, TCT No. 9380, and the issuance of TCT No. 10966 in the name of Cenon.

According to plaintiffs-appellees, the Partition Agreement of the co-owners of Lot 2223-B was void since it supposedly included Maximino as a signatory. However, Maximino could not have participated in the execution of the said document since he already died several years before its execution in 1979. As for the Extrajudicial Settlement and Deed of Absolute Sale that was purportedly executed by the children of Maximino to convey Lot No. 2223-B-2 to Cenon, plaintiffs-appellees claimed that this document was forged. According to plaintiffs-appellees, they and their predecessors-in-interest did not execute the document. They had the document examined by a handwriting expert and the latter found that the signatures in the Extrajudicial Settlement and Deed of Absolute Sale, particularly those purporting to be of plaintiffs-appellees and their predecessors-in-interest, were actually forged. Since the documents used for the issuance of TCT No. 10966 in the name of Cenon were forged, his certificate of title was void and must, thus, be cancelled.

For his defense,[8] Cenon claimed that he was an innocent purchaser in good faith and for value. He averred that Maximino was represented in the Partition Agreement by his eldest son Timoteo. There was no misrepresentation regarding Maximino's participation since Timoteo signed the Partition Agreement as a representative. Cenon countered that plaintiffs-appellees had no cause of action against him since the Extrajudicial Settlement and Deed of Absolute Sale that was examined by the handwriting expert and found to be forged was actually a different document. It was not the same document used by the Register of Deeds to cancel Maximino's certificate of title and used as basis for the issuance of his title. According to Cenon, the document that plaintiffs-appellees had the expert examined was taken from the office of the City Assessor and not the office of the Register of Deeds. Cenon also claimed that he had always been in public, peaceful, continuous possession of the subject property for more than 10 years; and even if plaintiffs-appellees' action was based on implied trust, the period for bringing the same is only within 10 years. Hence, the suit against him had already prescribed. The action was also barred by laches since his possession lasted about 19 years already. Plaintiffs-appellees were also estopped from pursuing the case since they acknowledged in the Extrajudicial Settlement and Deed of Absolute Sale that they had received from Cenon their share in the consideration of the purchase of the property.

Pre-trial conference was conducted,[9] then the case had a full-blown trial. One of the issues contended by the parties was the identity of one of Maximino's heirs since in the questioned Extrajudicial Settlement and Deed of Absolute Sale, among the signatories was one Anecita Oyao. However, plaintiffs-appellees claimed that Anecita was not among Maximino's children since the name of Maximino's child was Benita. Cenon, however, insisted that Benita was the same person as Anecita since Benita was also known with such name. Plaintiffs-appellees, however, disputed this and maintained that Benita was never known to be Anecita.

After the proceedings, the RTC rendered the appealed decision. The trial court opted not to disturb the questioned Partition Agreement. The court said that even if plaintiffs-appellees complained against the said document, they were not actually prejudiced thereby, considering that the distribution of the property subject of the said Partition Agreement was equally made, and the portion that was allocated to Maximino was even registered in his name under TCT No. 9380. Besides, the main issue in the case hinged on the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 and the resolution of the controversy did not necessitate that the rights involved and vested by the Partition Agreement be passed upon.

The trial court, however, declared the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 void because it was a forged document. Aside from being a forgery, Benita Oyao, one of Maximino's heirs, had not participated in the instrument as it was instead a certain Anecita Oyao who took part therein. However, Benita and Anecita were not one and the same person. The trial court also ruled that plaintiffs-appellees were not

estopped from bringing the suit since it was not proved that they actually received their share in the purchase price of the property. The discussions of the trial court are hereby quoted, viz.:

xxx the Court is convinced that the Extrajudicial Settlement and Deed of Absolute Sale executed on August 3, 1979 and allegedly entered into by Timoteo, Victoriano, Gregorio, Anecita and Amada, all surnamed Oyao, in favor of Zenon Oyao is void. It has been sufficiently proven that the signatures of Victoriano, Gregorio and Amada as appearing in the instrument were forged. This was confirmed and testified to by expert witness Romeo Oliva Varona, a Document Examiner at the PNP Crime Laboratory VII, who examined the original copy of the instrument and the said signatures therein. Moreover, Benita Oyao, one of the heirs of Maximino Oyao appears to have not participated in the afore-cited instrument. Apparently, it was instead a certain Anecita Oyao who appeared to be a party thereto. However, contrary to Defendant's claim that Anecita and Benita are one and the same, it was established that Benita was never known to be "Anecita" ever since. This was testified to by Gemma Raymundo-Tumulak, Benita Oyao's daughter and supported by the respective marriage contracts of Benita Oyao's children namely Gemma Raymundo-Tumulak and Braulio Rymundo that their mother's name is Benita and not Anecita as appearing in the said documents.

Defendants also failed to substantiate their allegation that Victoriano, Benita, Gregorio, [and] Amada xxx, are already estopped from assailing the validity of the settlement and sale since they allegedly have received their share in the purchase price of the subject property and thereby have benefited from the proceeds of the sale. Aside from the questioned instruments, there was no proof of receipt of the purchase price by the named Plaintiffs.

Therefore, with the foregoing, the subject Extrajudicial Settlement and Deed of Absolute Sale is void for lack of consent of some of the parties thereto, namely: Victoriano, Gregorio, Amada and Benita, all surnamed Oyao.[10]

The trial court further ruled that the action was not barred by prescription, laches and estoppel. On this point, the trial court declared that:

Where the action for reconveyance is based on the ground that the certificate of title was obtained by means of a fictitious deed of sale or extrajudicial settlement, it is virtually an action for the declaration of its nullity, hence the action does not prescribe xxx. A[n] action for reconveyance based on a void or inexistent contract, as where for instance there is lack of consent, is imprescriptible.

While the property was registered by Defendants under their names on March 24, 1981 and this action was filed by Plaintiffs only on March 10, 1998, or after the lapse of seventeen years, there can be no showing that by the time Plaintiffs discovered this fictitious transfer, they failed or neglected for an unreasonable length of time to assert their right to the property. In fact, when Plaintiffs knew sometime in October and November 1997 that the extrajudicial settlement and deed of sale was found to be indeed fictitious by an expert witness whom they consulted for that purpose, in four months time, thereafter they filed the instant case. Thus laches could not have set in.[11]

On the basis of the foregoing findings, the trial court rendered the following dispositive portion in its decision, viz.:

WHEREFORE, the Court hereby declares the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 VOID AB INITIO for being fictitious. Consequently, Transfer Certificate of Title No. 10966 in the name of Defendant Zenon Oyao, derived from the void settlement and sale, is likewise declared VOID. The Register of Deeds of Lapu-Lapu City is directed to (1) CANCEL TCT No. 10966; (2) REINSTATE TCT No. 9380 covering Lot 2223-B-2 in the names of the Heirs of Maximino Oyao, and; (3) CANCEL the annotation of the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 from TCT No. 9380.

Finally, Defendants are ordered to pay Plaintiffs Fifty Thousand Pesos (P50,000.00) as moral damages;

Twenty Five Thousand Pesos (Php25,000.00) as exemplary damages and Ten Thousand Pesos (Php 10,000.00) as litigation costs.

Furnish Plaintiffs through Atty. Pozon, Defendants through Atty. Atoc and the Register of Deeds of Lapu-Lapu City, each with a copy of this Decision.

SO ORDERED.[12]

Aggrieved by the Decision, Cenon and his nominal party wife, (both to be collectively referred hereinafter as appellants) brought the matter to Us contending that Branch 54 of the Honorable Regional Trial Court of Lapu-Lapu City erred in rendering the aforesaid decision and in declaring that:

- THE EXTRAJUDICIAL SETTLEMENT AND DEED OF ABSOLUTE SALE, DATED 03 AUGUST 1979 IS VOID AB INITIO FOR BEING FICTITIOUS;
- THE TRANSFER CERTIFICATE OF TITLE NO. 10966 IN THE NAME OF DEFENDANT ZENON OYAO, DERIVED FROM THE VOID SETTLEMENT AND SALE IS VOID;
- DIRECTING [sic] THE REGISTER OF DEEDS OF LAPULAPU CITY TO:

3.1 CANCEL TCT NO. 10966;

3.2 REINSTATE TCT 9380 IN THE NAMES OF THE HEIRS OF MAXIMINO OYAO; AND

3.3 CANCEL THE ANNOTATION OF THE EXTRAJUDICIAL SETTLEMENT AND DEED OF ABSOLUTE SALE DATED AUGUST 3, 1979 FROM TCT NO. 9380.[13]

Appellants further presented the following issues,[14] viz.:

- WHETHER THERE WAS VIOLATION OF SECTION 7, RULE 3 OF THE RULES OF COURT;
- WHETHER THE COMPLAINT STATES A CAUSE OF ACTION;
- WHETHER THERE WAS A VALID EXTRAJUDICIAL PARTITION AND DEED OF ABSOLUTE SALE;
- WHETHER PRESCRIPTION HAD SET IN;
- WHETHER LACHES AND ESTOPPEL HAD SET IN.

Appellants arguments on the foregoing assignment of errors and issues could be summed up, as follows:

First, he contended that the failure to implead Timoteo Oyao, one of the signatories of the Extrajudicial Settlement and Deed of Absolute Sale, rendered the proceedings null and void for violating Section 7, Rule 3 of the Rules of Court requiring the compulsory joinder of indispensable parties.

Second, appellants also contended that the trial court's decision was not supported by facts and evidence. Plaintiffs-appellees' primary evidence, the August 3, 1979 Extrajudicial Settlement and Deed of Absolute Sale, which was marked as Exhibit "N" for plaintiffs-appellees and Exhibit "7" for appellants, was the one found and declared by the handwriting expert to be fictitious. This document was obtained from the City Assessor's office [for clarity and distinction, this document will be referred as document from the City Assessor]. However, this document from the City Assessor was different from the August 3, 1979 Extrajudicial Settlement and Deed of Absolute Sale marked as Exhibit "H" for plaintiffs-appellees and Exhibit "5" for appellants, which was used by

the Register of Deeds as basis to cancel Maximino's title and issue TCT No. 10966 in the name of Cenon [referred to as document from the Register of Deeds].[15]

Third, appellants reiterated the arguments they advanced in the Answer which pertained to their claim that prescription, laches and estoppel already barred plaintiffs-appellees from instituting the suit.

This Court's Ruling

The appeal is meritorious.

For an orderly disposition, We shall inversely take up the points raised by appellants.

Prescription and laches do not bar the suit.

It must be pointed out that plaintiffs-appellees filed the case to annul Cenon's certificate of title, TCT No. 10766, and the Extrajudicial Settlement and Deed of Absolute Sale that served as basis for the issuance of such title. They anchored their action on the forgery in the signatures of the alleged participating heirs; the non-inclusion in the document of one of Maximino's heir, Benita Oyao; and the participation instead of Anecita Oyao who was not actually an heir of Maximino. By making these allegations, plaintiffs-appellees were, in effect, positing that the Extrajudicial Settlement and Deed of Absolute Sale actually lacked their consent, hence, the document was void ab initio and subject to attack anytime.

The principle is well-settled - a forged deed is a nullity and conveys no title.[16] Article 1410 of the Civil Code clearly provides that an action to declare the inexistence of a void contract does not prescribe. When there is a showing of such illegality, the property registered is deemed to be simply held in trust for the real owner by the person in whose name it is registered, and the former then has the right to sue for the reconveyance of the property. The action for the purpose is also imprescriptible, and as long as the land wrongfully registered under the Torrens system is still in the name of the person who caused such registration, an action in personam will lie to compel him to reconvey the property to the real owner.[17]

The specific matter that prescription and laches are unavailing when the basis of the action is the nullity of the document due to fraud, was squarely addressed in the case of *Heirs of Romana Ingjug-Tiro v. Casals*.[18] The Supreme Court's pertinent discussion on the subject is hereby reproduced, thus:

Petitioners' causes of action are premised on their claim that: (a) the Deed of Sale of Unregistered Land is void and of no effect since their respective shares in the inheritance were included in the sale without their knowledge and consent, and one of the vendor-signatories therein, Eufemio Ingjug (Eufemio Tiro, husband of Romana Ingjug), was not even a direct and compulsory heir of the decedent; xxx In other words, it is the nullity of the deeds of sale and the extrajudicial settlement and confirmation of the sale which is the basic hypothesis upon which the instant civil action rests. Thus, it appears that we are dealing here not with simple voidable contracts tainted with fraud, but with contracts that are altogether null and void ab initio.

xxx xxx xxx

In actions for reconveyance of property; predicated on the fact that the conveyance complained of was null and void ab initio, a claim of prescription of action would be unavailing. "The action or defense for the declaration of the inexistence of a contract does not prescribe." Neither could laches be invoked in the case at bar. Laches is a doctrine in equity and our courts are basically courts of law and not courts of equity. Equity, which has been aptly described as "justice outside legality," should be applied only in the absence of, and never against, statutory law. *Aeguetas nunguam contravenit legis*. The positive mandate of Art. 1410 of the New Civil Code conferring imprescriptibility to actions for declaration of the inexistence of a contract should pre-empt and prevail over all abstract arguments based only on equity. Certainly, laches cannot be set up to resist the enforcement of an imprescriptible legal right, and petitioners can validly vindicate their inheritance despite the lapse of time. [Emphasis and underscoring supplied.]

However, even if the suit was not precluded by prescription and laches, plaintiffs-appellees were not able to prove their case. It could be readily ascertained from plaintiffs-appellees' complaint that the heart of their contention was that the signatures of Maximino's heirs in the document from the Register of Deeds was forged. The reference of the Complaint to the document from the Register of Deeds is confirmed by Annex "C" thereto showing that plaintiffs-appellees actually meant the document from the Register of Deeds as the forged instrument.

Unfortunately, however, plaintiffs-appellees did not substantiate their claim during the proceedings, for what they endeavored to prove as forged was actually the document from the City Assesor. This was confirmed by no less than the handwriting expert when he took the stand and testified as follows:

DIRECT EXAMINATION CONDUCTED BY ATTY. ISIDORO ATOC ON WITNESS ROMEO VARONA.[19]

Q: In the course of your being a document examiner can you recall and at the same time tell this Honorable Court whether you were requested to conduct an examination of a certain document by Victoriano Oyao, the plaintiff in this case?

A: May I refer to my file. The requesting parties in this partiucular case were Mr. Gregororio Oyao and Victoriano Oyao.

Q: xxx are you trying to refer to the two of the plaintiffs in this case?

A: Yes sir.

xxx xxx xxx

Q: What documents did they ask you to examine?

A: They requested me to examine the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 wherein their signatures appear.

Q: xxxx I am showing to you this document, this had been previously marked as Exh. "7" and "N". Can you tell this Honorable Court whether this is the same document that you examined?

A: Yes sir, the same document which I have examined.

xxx xxx xxx

Q: And what was the conclusion of your examination?

A: My conclusion states that the questioned signatures of Amada, Victoriano, and Gregorio all surname Oyao appearing in the Extrajudicial Settlement and Deed of Absolute Sale dated August 3, 1979 which I marked Q1, Q2, QB, and QC are forged signatures sir.

xxx xxx xxx

Q. Mr. witness you said that this Exh. "7" and "N" was taken from the Assessor's Office is that correct?

A. Yes sir.

Q. Are you referring to the As[s]essor's Office of Lapulapu City?

A. Yes sir.

Q. Likewise, Mr. witness I would like to show to you a document earlier identified and testified to before this Honorable Court and which was previously marked as Exh. "5" at the same time Exh. "H" for the plaintiffs. These Exhs., "5" and "H" pertains to a certain Extrajudicial Settlement and Deed of Absolute Sale likewise dated August 3, 1979 where the signatures of Victoriano Oyas as well as Gregorio Oyao appears. I would like to let you see this document and can you tell this Honorable Court whether you examined this Exh. "5"?

A. No sir, the only xxx Extrajudicial Settlement and Deed of absolute Sale which I have examined was the copy wherein or rather in the possession of the Assessor's office?

Q. When you said that the copy that is found in the Assessor's Office are you referring to this Exh. "7" and Exh. "N"?

A: Yes sir.

Q. So in other words you only examined Exh. "7" or Exh. "N", not Exh. "5" or "H" as previously shown to you, you did not examine this?

A. Yes sir, as I have stated I have only examined the documents in the possession of the Assesor's Office of Lapulapu City. [Emphasis and underscoring supplied.]

What was, therefore, proved to be forged was only the document from the City Assessor as the document from the Register of Deeds was never subjected to any examination. The handwriting expert's findings regarding the former document could not be made relevant to the latter considering that the two documents were not the same. The testimonies of Cenon[20] and Atty. Exequiel Rubi,[21] the notary public who notarized the document, enumerated the following notable differences in the two documents, viz.: the signatures of the parties in the document from the Register of Deeds were different from the signatures in the document from the City Assessor, although the participants in both documents were the same parties; there were different sets of witnesses in the two documents; the details of the residence certificates of Timoteo and Victoriano also varied; and the document from the City Assessor contained a paragraph pertaining to the number of pages of the document which did not appear in the document from the Register of Deeds.

This Court is confounded why plaintiffs-appellees never confronted the issue regarding the existence of two different Extrajudicial Settlement and Deed of Absolute Sale. Noteworthy, defendants-appellants already pointed out at the inception of the case, specifically in paragraphs 7.b and 7.c of their Answer,[22] that the document from the Register of Deeds was not the one that was found to be forged. During the presentation of their evidence, defendants-appellants focused on establishing that the document that was caused to be examined by plaintiffs-appellees and found to be forged, was not the one made as basis for the issuance of Cenon's title. Yet, despite having been made aware of these matters, plaintiffs-appellees never even attempted to salvage their case; for even in their rebuttal, the issue was totally neglected and never addressed.

With the foregoing circumstance, plaintiffs-appellees clearly failed to prove their claim that the basis for the issuance of Cenon's TCT No. 10966 was a fraudulent document. In this jurisdiction, basic is the rule that the party making an allegation in a civil case has the burden of proving it by a preponderance of evidence.[23] Thus, the burden of proof rested upon plaintiffs-appellees to establish their case by adducing evidence that has greater weight or is more convincing than which is offered to oppose it. Unfortunately, plaintiffs-appellees' evidence could not even be said to be of greater weight than what was offered by appellants; for under the circumstances of this case, plaintiffs-appellees utterly failed to present evidence that was relevant to their claim.

Anent the issue regarding the non-joinder of indispensable parties, this Court no longer finds it necessary to exhaustively address the same in the light of the above finding that plaintiffs-appellees failed to prove their case. Besides, the Court observes that the issue had not been broached when the case was being tried as the same was raised for the first time only in appellants' motion for reconsideration on the decision of the RTC.

WHEREFORE, the appeal is GRANTED. The Decision of the Regional Trial Court (RTC), Branch 54, Lapu-Lapu City in Civil Case No. 4943-L dated May 30, 2011 is hereby REVERSED AND SET ASIDE.

The Complaint in Civil Case No. 4943-L is DISMISSED.

SO ORDERED.

Delos Santos, Chairperson and Azcarraga-Jacob, JJ., concur.

[1] Record, pp. 222-225.

[2] See Folder indicated as Formal Offer of Exhibits, p. 10.

[3] See Folder indicated as Formal Offer of Exhibits, pp. 13-14.

[4] See testimony of Cenon Oyao on September 12, 2002, p. 9.

- [5] See Folder indicated as Formal Offer of Exhibits, p. 15.
- [6] See Folder indicated as Formal Offer of Exhibits, p. 16.
- [7] See Complaint, record, pp. 2-6.
- [8] See Answer, record, pp. 22-26.
- [9] See Order of Pre-Trial Conference, record, pp. 49-53.
- [10] Record, p. 223.
- [11] Record, pp. 224-225.
- [12] Record, p. 225.
- [13] Rollo, p 56.
- [14] Rollo, p. 62.
- [15] *Salomon v. Intermediate Appellate Court*, G.R. No. 70263. May 14, 1990.
- [16] See *Fudot v. Cattleya Land, Inc.*, G.R. No. 171008. September 13, 2007.
- [17] See *Heirs of Dumaliang v. Serban*, G.R. No. 155133. February 21, 2007.
- [18] G.R. No. 134718. August 20, 2001.
- [19] See TSN dated June 10, 2003, pp. 4-8.
- [20] See TSN dated September 26, 2002, p. 18.
- [21] See TSN dated March 10, 2005, pp. 4-5.
- [22] Record, p. 24.
- [23] See *Ocampo v. Ocampo*, G.R. No. 150707. April 14, 2004.

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