

RAQUEL G. DY BUNCIO, PETITIONER, VS. HON. RODRIGO S. CASPILLO, IN HIS CAPACITY AS THE PRESIDING JUDGE OF BRANCH 24 OF THE REGIONAL TRIAL COURT OF CABANATUAN CITY, AND ANGELITO G...

Ponente: VIDAL, M.D., J.

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VIDAL, M.D., J.:

In this Petition for Certiorari under Rule 65 of the Revised Rules of Court with Prayer for the Issuance of a Temporary Restraining Order and/or a Writ of Preliminary Injunction, Petitioner RAQUEL G. DY BUNCIO seeks the nullification of the Orders dated 21 May 2003[1] and 29 July 2003[2] of the Regional Trial Court (RTC), Third Judicial Region, of Branch 24, Cabanatuan City, in Civil Case No. 4401-AF entitled Angelito G. Bernardo vs. Raquel G. Dy Buncio for Cancellation, Recovery of Titles.

THE FACTS

On 2 December 2002, Respondent ANGELITO G. BERNARDO (hereinafter Respondent) filed before the RTC a complaint[3] against Petitioner RAQUEL G. DY BUNCIO (hereinafter Petitioner) alleging that the Petitioner and Respondent are both compulsory heirs of the deceased LUZ DE GUZMAN who died intestate on 13 March 1983 and that the Respondent is the surviving heir of LUZ DE GUZMAN's deceased sister, ENRICA DE GUZMAN BERNARDO while the Petitioner is the daughter of LUZ DE GUZMAN's deceased brother, LUIS DE GUZMAN. The other compulsory heirs of LUZ DE GUZMAN are her sisters GLORIA G. VILLASAN, REMIGIA DE GUZMAN CABRERA, and LEONILA DE GUZMAN SYYAP, as well as the children of her deceased brother PEREGRIN DE GUZMAN, Sr., namely, PEREGRIN JR., RENATO DE GUZMAN and ELNORA DE GUZMAN. The LUZ DE GUZMAN's estate consists of two parcels of land: a 300,730 square-meter lot covered by TCT No. 6023 and a 146,997 square-meter lot covered by TCT No. 6024.

The complaint further alleged that the Respondent called the heirs to a meeting to discuss his ideas on improving the value of the estate, among others, to wit:

[i]n that meeting, it was agreed that the [Respondent] will undergo the improvement and development of the said real property, including administrative services, hauling of gravel and filling materials, hiring of Geodetic Engineers to make the survey and costs thereof, and the titling of the partitioned property with ten (10) percent of the total hectareage to be given him by way of administrative costs which shall be divided and deducted equally from the shares of the co-heirs; and a lawyer-heir shall prepare or cause to be prepared all legal documents requisite of the partition, subdivision agreement and the donation to the City of Cabanatuan; xxx[4]

According to Respondents, despite several demands, Petitioner refused to deliver to him several titles covering more or less 8,000 square meters of the property as payment for his administrative costs/expenses.

Respondent further averred in the complaint that the pertinent documents attached therewith, i.e., "Subdivision Agreement," among the heirs does not conform to the true agreement of the heirs and the signatures of the heirs

thereon were forged and falsified and that the other heirs of LUZ DE GUZMAN refused to pay him for his administrative services.

On 13 January 2003, the Petitioners filed a Motion to Dismiss[5] the complaint on the grounds that a) the complaint stated no cause of action, b) assuming arguendo that the Complaint states a cause of action, the claim upon which the supposed cause of action is founded is unenforceable under the provisions of the Statute of Frauds, and c) the complaint lacks a valid certification against forum-shopping.

On 21 May 2005, the court a quo issued an order denying the said motion, supra, the dispositive portion of which reads:

WHEREFORE, in view of the foregoing[,] the Motion to Dismiss is hereby DENIED. The defendant is given another fifteen (15) day period from notice within which to file her answer.

On 27 June 2003, the Petitioner filed a motion for reconsideration[6] which the court a quo denied on 29 July 2003.

On 23 August 2003, the Petitioner filed her Answer Ex Abundanti Cautela.[7]

Feeling aggrieved by the denial of the motion to dismiss and the motion for reconsideration, Petitioner now comes before Us, raising the following issues:

I

IN RENDERING HIS ASSAILED ORDERS, PUBLIC RESPONDENT ACTED WITHOUT OR IN EXCESS OF JURISDICTION, OR WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION, CONSIDERING THAT THE SUBJECT COMPLAINT IN CIVIL CASE NO. 4401-AF OBVIOUSLY STATES NO CAUSE OF ACTION[;]

II

EVEN ASSUMING ARGUENDO THAT THERE IS A CAUSE OF ACTION, STILL, PUBLIC RESPONDENT ACTED WITHOUT OR IN EXCESS OF JURISDICTION, OR WITH GRAVE ABUSE OF DISCRETION AMOUNTING TO LACK OR EXCESS OF JURISDICTION IN NOT DISMISSING THE COMPLAINT SINCE THE CLAIM UPON WHICH SUCH SUPPOSED CAUSE OF ACTION IS FOUNDED IS UNENFORCEABLE UNDER THE PROVISIONS OF THE STATUTE OF FRAUDS.[8]

OUR RULING

The Petition is bereft of merit.

The crux in the resolution of the instant case is whether or not the complaint states a cause of action.

The test of the sufficiency of the facts found in a complaint, to constitute a cause of action, is whether or not, admitting the facts alleged, the court could render a valid judgment upon the same in accordance with the prayer in the complaint. A motion to dismiss on the ground of failure to state a cause of action in the complaint hypothetically admits the truth of the facts alleged therein. Relevant herein is the court's ruling in *Abacan vs. Magpantay and Palanca*[9], thus:

It is settled that the existence of a cause of action is determined by the allegations in the complaint. In resolving a motion to dismiss based on the failure to state a cause of action, only the facts alleged in the complaint must be considered. The test is whether the court can render a valid judgment on the complaint based on the facts alleged and the prayer asked for. Indeed, the elementary test for failure to state a cause of action is whether the complaint alleges facts which if true would justify the relief demanded. Only ultimate

facts and not legal conclusions or evidentiary facts, which should not be alleged in the complaint in the first place, are considered for purposes of applying the test.

The allegations in the complaint are examined to determine the presence of the three (3) essential requisites of a cause of action, namely: (1) the legal right of the plaintiff; (2) the correlative obligation of the defendant, and (3) the act or omission of the defendant in violation of said legal right.[10]

The Respondent's complaint alleged that the heirs of LUZ DE GUZMAN agreed that the Respondent will perform administrative acts for the improvement and development of the decedent's estate and that the Respondent will be given ten (10) percent of the total area of the estate as payment for administrative costs which shall be divided and deducted equally from the shares of the co-heirs. The three elements of a cause of action are present, thus: 1) the right of the Respondent to collect ten (10) percent of the total area of the estate as payment for administrative costs, 2) the obligation of the Respondent to deliver her proportional share of the payment, and 3) the Petitioner's refusal to deliver the land as allegedly agreed upon.

Corollarily, if the foregoing matters could be proven by the Respondent, the Petitioner would be made liable for the delivery of the corresponding titles representing her fractional share of the land area promised to the Respondent as payment or reimbursement of administrative expenses incurred by the latter.

Anent the second issue, Petitioner argues that if the complaint does state a cause of action, nevertheless, it is unenforceable under Article 1403 of the Civil Code which provides, thus:

ARTICLE 1403. The following contracts are unenforceable, unless they are ratified:

xxx xxx xxx

(2) Those that do not comply with the Statute of Frauds as set forth in this number. In the following cases an agreement hereafter made shall be unenforceable by action, unless the same, or some note or memorandum, thereof, be in writing, and subscribed by the party charged, or by his agent; evidence, therefore, of the agreement cannot be received without the writing, or a secondary evidence of its contents:

xxx xxx xxx

(b) A special promise to answer for the debt, default, or miscarriage of another;

xxx xxx xxx

In the instant case, there is no showing on the face of the complaint that the action involves an undertaking on the part of the Petitioner to answer for the share or debt of her co-heirs to the Respondent.

In her motion to dismiss, the Petitioner argued that the complaint does not state in what capacity and for what reason she is being sued, other than as the niece of the deceased LUZ DE GUZMAN. She is neither sued as a representative of the heirs or as administratrix of the estate, which she is not.[11] Neither did the complaint allege that the Petitioner was in the meeting, nor that she agreed to be held liable for the Respondent's administrative fees or benefited from the Respondent's acts. The Petitioner likewise questioned the basis of her alleged liability to deliver 8,000 square meters given the Respondent's allegation that the heirs agreed to pay him (the Respondent) 10% of the total hectareage which would be deducted equally from the shares of the co-heirs. However, the other heirs are not even impleaded in the case. Petitioner likewise argued that the allegation in the complaint that all the documents pertaining to the donation, partition and subdivision agreements were forged, negated Respondent's cause of action against the Petitioner. There is no factual or legal basis to merit the cancellation of the titles given to her (the Petitioner) for having been allegedly issued fraudulently. Moreover, the titles arising from the alleged donation, partition and subdivision agreement were not even issued in her name. The Petitioner further argued

that, assuming arguendo that the complaint stated a cause of action, such cause of action is unenforceable under the statute of frauds.

As correctly held by the court a quo, such aforesaid issues cited by the Petitioner are evidentiary in nature and may be used by her as defenses in a trial on the merits.

WHEREFORE, premises considered, the instant Petition is DENIED. Accordingly, the assailed Orders stand.

SO ORDERED.

Reyes, and Lampas Peralta, JJ., concur.

[1] Rollo, pp. 61-62

[2] Id., p. 63

[3] Id., pp. 129-132

[4] Id., p. 19

[5] Id., pp. 64-77

[6] Id., pp. 81-89

[7] Id., pp. 90-106

[8] Id., p. 17

[9] G.R. No. 140777. April 8, 2005

[10] Cigna Insurance Co. of North America vs. Eulalio Glinoga, et al. G.R. No. 142934. July 10, 2000, citing San Lorenzo Village, Inc. vs. CA, 288 SCRA 115 [1998]

[11] Rollo, p.65

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