

SALANDANG PANGADIL, ET AL., PETITIONERS, VS. THE COURT OF FIRST INSTANCE OF COTABATO, BRANCH I, ET AL., RESPONDENTS.

G.R. No. L-32437. August 31, 1982

Ponente: VASQUEZ, J.

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VASQUEZ, J.:

This is a petition for review on certiorari of the dismissal of Civil Case No. 2187 of the respondent court of first instance. The petition was given due course in the Resolution of June 22, 1970 on the ground that the petitioners have raised only questions of law.

Civil Case No. 2187 of the respondent court is an action filed by the herein petitioners to declare a document known as " Ratificacion De Una Venta" as inexistent and void ab initio for being absolutely simulated and fictitious contract.

The record reveals that the parties are in disagreement as to certain facts underlying their controversy. Nonetheless, insofar as determining the correctness of the dismissal of the action filed by the petitioners concerned, the material facts relative thereto are not in serious dispute.

The parcel of land in question was formerly owned by Pangadil Maslamama, his ownership being evidenced by Original Certificate of Title No. 1272. Sometime in December 1941, the said land was conveyed by Pangadil Maslamama in favor of the herein private respondents. The said transaction, the nature of which the petitioners insist to be a mortgage and not a sale as claimed by the private respondents, was merely oral and not evidenced by any writing.

On December 20, 1946, petitioner Salandang Pangadil, one of the petitioners herein, who is a daughter of Pangadil Maslamama, filed in the respondent court " Actuacion Especial No. 33" praying for her appointment as guardian of her minor brothers and sisters who are the other petitioners in this case. The avowed purpose of the said guardianship proceeding, as stated in the petition filed therein, was to enable the petitioners to execute the necessary document to formalize the verbal sale executed by their father Pangadil Maslamama of the land in question in favor of private respondent Tandingan Kagui executed during the lifetime of Pangadil Maslamama. The petition was granted, Salandang Pangadil was appointed guardian and took her oath as such.

On February 10, 1947, Salandang Pangadil, in her personal capacity and in her capacity as guardian of her minor brothers and sisters, and her sister Tinting Pangadil who had attained majority age in the meantime, executed the questioned document, entitled " Ratificacion De Una Venta" pursuant to which they acknowledged the sale made by their deceased father Pangadil Maslamama over the parcel of land in question in favor of respondent Tandingan Kagui for the consideration of the sum of P750.00. Upon the said document being presented to the guardianship court, the sale was approved pursuant to the order of May 19, 1947. Upon the approval of the said document, the guardianship proceeding was declared closed in an order dated August 10, 1948.

On January 7, 1969, the petitioners filed Civil Case No. 2187 seeking the annulment of the aforementioned

document and for a declaration of the nullity of the order of the Court of First Instance of Cotabato in "Actua-tion Especial No. 33" approving the said document.

The respondents filed a motion to dismiss Civil Case No. 2187 on two (2) grounds, namely: (1) that plaintiffs' cause of action has already prescribed; and (2) that the cause of action is barred by a prior judgment. In the questioned order dated March 5, 1969, the respondent court dismissed the said case on the ground of prescription. The respondent court declared the document, entitled " Ratificacion De Una Venta" legal, binding and ef-fective and, hence, the action to annul the sale which was filed more than twenty-one years after the approval thereof is already barred by the statute of limitations.

In their present petition for review on certiorari, petitioners dis-pute the said pronouncement by the respondent court on the principal ground that the document known as " Ratificacion De Una Venta" is in-existent and void and the action for a declaration of its non-existence does not prescribe pursuant to Art. 1410 of the Civil Code.

The validity of the posture assumed by the petitioners requires a showing that the document in question is, indeed, inexistent and void from the beginning. The basis of their claim that the said document is of that nature is that it is allegedly fictitious and contrary to public policy. It is supposedly violative of public policy because it deprived the minor brothers and sisters of Salandang Pangadil of their shares in the inheritance from their father. The contention that it is fictitious is premised on the allegation that respondent Tandingan Kagui misled petitioners Salandang Pangadil and Tinting Pangadil into affixing their thumbmarks to the questioned document on the misrepresentation that it was merely to ratify an oral contract of mortgage entered into by their father Pangadil Maslamama in favor of respondent Tandingan Kagui.

The imprescriptibility of an action to declare the inexistence of a contract refers only to the contracts expressly enumerated in Article 1409 of the Civil Code. The facts appearing herein, even those alleged by the petitioners but denied by the private respondents, do not provide a basis to categorize the document in question as inexistent and void ab initio. No circumstance has been alleged by the petitioners to sustain its contention that the execution of the aforesaid document is contrary to public policy. Admitted facts show that the conveyance of the land in question in favor of the private respondents had been effected by the father of the petitioners during his lifetime. It may not be said, there-fore, that in executing a deed to ratify said transaction executed by her father, petitioners Salandang Pangadil and Tinting Pangadil deprived their minor brothers and sisters of their supposed shares in the inheritance from their deceased father.

The supposed inexistence of the questioned contract is predicated on the allegation of the petitioners that the execution of the questioned document was attended by fraud and misrepresentation. In their com-plaint filed in the trial court, they averred that petitioners Salandang Pangadil and Tinting Pangadil were made to sign the document on the mis-representation that it was merely to ratify an oral contract of mortgage executed by her father during the latter's lifetime, and not to confirm an oral sale of the land in question. Assuming, once again, that the execution of the deed of ratification was attended by fraud, such circumstance would only make the contract voidable or annulable (Art. 1309, Civil Code), and not an inexistent and void contract in accordance with Article 1409 of the same Code. The action to annul a voidable contract is not imprescriptible, unlike in the case of an inexistent contract. If the action to annul a voidable contract is based on fraud, as in the case herein, it prescribes in four years from the time of the discovery of the fraud. (Art. 1391, Civil Code.)

It cannot be true, as alleged in the complaint of the petitioners in Civil Case 2187, that it was only sometime before the filing of the said case, or when the petitioners sought to release the oral contract of mortgage by tendering to respondent Tandingan Kagui the payment of the amount of the mortgage loan obtained by their deceased father, that they learned of the alleged fraud consisting of the fact that the document signed by

Salandang Pangadil and Tinting Pangadil was not a document to confirm an oral contract of mortgage but one to ratify a deed of sale. The record abundantly reveals facts in refutation of such pretense on the part of the petitioners which was evidently intended to justify the very much delayed filing of Civil Case No. 2187. The nature of the transaction entered into between the father of the petitioners and private respondents Tandingan Kagui was brought to the attention of petitioner Salandang Pangadil not once but at least two separate times. Petitioners do not deny that the land had been conveyed by their father to private respondent Tandingan Kagui by means of a transaction which was not evidenced by a writing. They merely claim that it was not a sale but only a mortgage. It appears that in the hearing of the petition for the appointment of Salandang Pangadil as guardian in "Actuacion Especial No. 33", evidence was presented by her consisting, among others, of a document dated August 3, 1944 marked therein as Exhibit "A" which was a private writing signed also by petitioners Salandang Pangadil and Tinting Pangadil (who was then already of age) con-firming the sale made by their father Pangadil Maslamama in favor of private respondent Tandingan Kagui, the said instrument having been witnessed by Datu Ugalingan Piang, a former congressman of Cotabato. Salandang Pangadil was the petitioner in the guardianship proceedings wherein she asked that she be appointed as guardian of her minor brothers and sisters precisely to enable her to formalize the same sale orally done by her father during his lifetime. It is not easy to imagine that in the execution of the document on August 3, 1944 and in the proceedings taken in connection with "Actuacion Especial No. 33", all of which show indubitably the intent-ion to ratify a sale executed by the father of the petitioners in favor of the private respondents, the herein petitioner Salandang Pangadil, who appears to be the eldest child of Pangadil Maslamama, could have been totally ignorant of the nature of the documents to which she had affixed her written conformity.

It is equally unbelievable that in the span of time from December 1941 up to the date that Civil Case No. 2187 was filed on January 7, 1969, a period of more than twenty-seven years, the petitioners would not have taken any step to verify the status of the land of their father which had been in the possession of the private respondents during all the time, particularly as to the possibility of redeeming the supposed mortgage their father had constituted thereon. Their inaction for such a considerable period of time reflects on the credibility of their pretense that they merely intended to confirm an oral mortgage, instead of a sale of the land in question.

There is less legal basis to hold that the questioned document is inexistent and void ab initio for being supposedly a simulated or fictitious contract. Under the law, the simulation of a contract may either be absolute or relative. It is only when the contract is absolutely simulated or fictitious that it is deemed void. There is absolute simulation "when the parties do not intend to be bound at all." In case the parties merely conceal their true agreement, the simulation is relative, and the contract with that defect is binding upon the parties unless it prejudices a third person and is intended for a purpose contrary to law, morals, good customs, public order or public policy. (Arts. 1345 and 1346, Civil Code.)

The document in question may not be deemed absolutely simulated or fictitious. By petitioners' own admission, they intended to be bound thereby; they merely contend that they thought it was to ratify a contract of oral mortgage, instead of an oral sale of land. In short, it is not a contract wherein the parties do not intend to be bound at all which would thereby make it absolutely simulated and, therefore, void. Petitioners, accordingly, may not seek umbrage under the provision that an action to annul an inexistent contract is imprescriptible.

WHEREFORE, the Order appealed from is hereby affirmed. With costs against the petitioners.

Teehankee, (Chairman), Melencio-Herrera, Plana, Relova, and Gutierrez, Jr., JJ., concur.
Makasiar, J., on official leave.

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