FAUSTINO MAPUTI, SUBSTITUTED BY DOMINADOR MAPUTI, LEANDRA MARANA, MARIETTA ESMILIO, FELOMINA ESMILIO, EMILIA AGUILAR, EPETACIO MAPUTI AND LUCENA VERBOSIDAD, PLAINTIFFS-APPELLANT...

Ponente: INGLES, G. T., J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/d5996312e73c/

INGLES, G. T., J.:

Before us is an Appeal[1] from the February 20, 2007 Decision[2] of the Regional Trial Court of Negros Oriental, 7[th] Judicial Region, Branch 40, Dumaguete City in Civil Case No. 12595 for Recovery of Possession and Damages, the dispositive portion thereof reads:

> "WHEREFORE, premises considered, the instant Complaint is DISMISSED, with costs against the plaintiffs.
>
> SO ORDERED."

The facts of the case as culled from the records are as follows:

This case stemmed from a complaint[3] lodged by plaintiff Faustino Maputi against defendants spouses Felino T. Jucom and Josefa C. Jucom before RTC Branch 40 for Recovery of Possession and Damages.

Plaintiff alleged in the complaint that he is a co-owner of Lot 2811 together with his brother Basilio Maputi covered by Transfer Certificate of Title No. 1516[4] situated in Dumaguete City; in the early part of 1970, plaintiff verbally mortgaged to spouses Felino T. Jucom and Josefa C. Jucom (original defendants) the subject lot consisting of one thousand six hundred seventy-eight (1,678) square meters and surrendered possession thereof as well as the transfer certificate of title of the lot, to the said defendants; on December 2, 1970, he and Basilio sold to spouses Conrado Gaudiano and Gliceria Jucom Gaudiano the remaining portion of the said lot consisting of one thousand four hundred seventy-seven (1,477) square meters; in 1998, plaintiff told the defendants that he will now pay the mortgage and take back possession of the subject lot but defendants refused on the ground that they already owned the subject lot; plaintiff was forced to hire a lawyer to demand[5] from the defendants the immediate return thereof; defendants still refused to surrender the same and in their reply,[6] they averred that the lot they are in possession of, which was Lot 2811-C, was bought by them from plaintiff and his brother Basilio, per Deed of Sale[7] dated June 15, 1971; plaintiff then averred that the said deed is fake because they never sold the subject lot to the defendants and did not receive any payment therefore, their signatures were faked and the deed referred to two lots, Lot 2811-C in the body thereof and Lot 2811 in the acknowledgment portion of the deed. Plaintiff then prayed that the defendants be ordered to return the possession of Lot 2811-C to him and to pay him damages.

In their Answer,[8] defendants denied the material allegations in the complaint and averred that: plaintiff and his brother Basilio Maputi sold the subject parcel of land to them per Deed of Sale dated June 15, 1971; their transaction was a sale and not a mortgage; the deed of sale is authentic and genuine and is legally valid. By way of counterclaim, defendants alleged that the complaint is malicious and as a result thereof, they suffered moral

damages and were compelled to hire a lawyer. Defendants then prayed for the dismissal of the complaint and for damages.

Pre-trial was then conducted and per the Pre-Trial Order[9] dated January 15, 2001, the parties agreed on the following stipulation of facts:

- As to the Identity of the Parties and Property – which is Lot No. 2811-C of the Cadastral Survey of Dumaguete City;

- That since June 15, 1971 up to October 6, 1989 when plaintiff went to the defendants, plaintiff did not protest against the possession of the property by the defendants;

- That the mortgaged property claimed by the plaintiff is not documented.

The parties also agreed on the following issues:

- Whether or not the plaintiff sold or merely mortgaged the property of the defendants;

- Whether the signature of plaintiff is genuine or a forgery.

Thereafter, trial ensued. Plaintiff presented Lucena Maputi Verbosidad,[10] her testimony is hereunder summarized as follows:

She knows the plaintiff in this case, her father Faustino Maputi. She also knows the defendants because they are neighbors. She is familiar with Lot 2811 covered by Transfer Certificate of Title No. 1516 because the same belongs to her father. Lot 2811-B is in the possession of the defendants because it was mortgaged by her father to them. The mortgage was done verbally in her presence when she was still four (4) years old. After the mortgage, defendant Josefa Campos Jucom took possession over Lot 2811. Her father tried to redeem the property only in 1998, but when he told Josefa about his intention to redeem, she refused that is why his father consulted and hired a lawyer in the person of Atty. Hansel Anito, for the filing of this case. At that time, the defendants were already in possession of the property for twenty-eight (28) years. Atty. Anito then wrote a demand letter to the defendants. The witness also testified that when the Deed of Absolute dated January 15, 1971 was presented to his father, she observed that his father became worried because he has not signed this Deed of Sale. When the said Deed of Sale was presented to the witness, she said that the signature appearing above the name of her mother, Hilda Maputi, could not be that of her mother because the latter does not know how to write. The witness also presented old documents to show that her parents just thumb marked the said documents and did not sign above their names because both of them could not write. On cross examination, the witness revealed that the thumb marks were not verified to be that of her parents. The witness also testified that she heard her father when the latter hired his lawyer and has agreed to pay P50,000.00 for attorney's fees. When his father died during the pendency of the case, the witness, together with the other appellants in this case, substituted plaintiff. Witness then testified that she has agreed with Atty. Anito that she will pay him, on a contingent basis, the amount equivalent to thirty percent (30%) of the value of the subject property. She has also incurred litigation expenses amounting to seven thousand pesos (P7,000.00).

Defendants[11] on the other hand, presented Engr. Ricky Antipuesto[12] and his testimony is hereunder summarized as follows:

He is a licensed Geodetic Engineer and his services as such was engaged by defendant Josefa Jucom to determine the exact location of Lot 2811-C. He then conducted a relocation survey of the subject property based on its subdivision plan, which subdivided the mother lot into Lot 2811-A, Lot 2811-B and Lot 2811-C, the Deed of Sale dated June 25, 1971 and the transfer certificate of title of the mother lot, Lot 2811. Based on his survey, he

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

concluded that Lot 2811-C described in the deed of sale is the same lot identified as Lot 2811-C in the subdivision plan. The subdivision plan was made and surveyed on June 5, 1970 and was approved by the Department of Environment and Natural Resources (DENR) on June 11, 1970. The witness further testified that based on the data he gathered in preparation for the survey, Lot 2811-B was covered by Transfer Certificate of Title No. 1516 and is registered under the name of Conrado Gaudiano and not under the names of Faustino Maputi and Basilio Maputi. He also testified that when he went to the area, he found the same to be occupied by the Jucom family.

On cross-examination, the witness was confronted with Transfer Certificate of Title No. 1516 and he affirmed that Lot 2811-A is owned by Eleuterio Katada and Visitacion Katada with an area of 3,745 square meters. Lot 2811-B is owned by Basilio Maputi and Faustino Maputi with an area of 3,155 square meters. Lot 2811-C on the other hand is owned by Bernardita Gomez, Eufemia Gomez, Modesto Gomez and Concordia Gomez with an area of 5,594 square meters.

On recross-examination, the witness clarified that per TCT No. 1516, Lot 2811-C belongs to Bernardita Gomez, Eufemia Gomez, Modesto Gomez and Concordia Gomez but the designation “Lot 2811-C” was only a designation number because there is no PSD number following it as given by the LRC or the Bureau of Lands. He did not use as basis TCT No. 1516 in his relocation survey because only the lot number and the area are specified there. It does not contain the specific boundaries for Lots 2811-A to 2811-C.

Based on the foregoing, the RTC, on February 20, 2007, rendered the assailed Decision dismissing the complaint. Displeased with the ruling of the RTC, the plaintiffs, now appellants, interposed the instant appeal and in their Appellants' Brief,[13] the following assignment of error was made, to wit:

> IN DISMISSING CIVIL CASE NO. 12595, THE COURT A QUO ERRED IN NOT TAKING INTO CONSIDERATION THE ESSENTIAL ELEMENTS OF A VALID CONTRACT OF SALE.

Appellants contend that the Deed of Absolute Sale is void because there is no meeting of the minds due to lack of consent to transfer ownership because what is owned by Faustino Maputi and Basilio Maputi is Lot 2811-B and not Lot 2811-C.

Appellants likewise contend that the Deed of Sale has no determinate subject matter because as indicated in the body thereof, what was purportedly sold was Lot 2811-C but in its acknowledgment portion, what was referred to was Lot 2811-B.

We do not agree with appellants. A cursory examination of the Deed of Sale[14] would readily reveal that the subject thereof is a “parcel of land, portion of Lot 2811 of the Dumaguete Cadastre, together with all improvements thereon, situated at Batinguil, Dumaguete City,” covered by Transfer Certificate of Title No. 1516.

Transfer Certificate of Title No. 1516 on the other hand clearly indicates that the same covered the mother lot, Lot 2811 containing an area of EIGHTEEN THOUSAND EIGHTY-EIGHT (18,088) SQUARE METERS, more or less. From the foregoing it can be surmised that the same has not yet been subdivided that's why per the Deed of Sale, Faustino Maputi and Basilio Maputi were selling only an aliquot portion thereof.

This fact will not render the sale invalid. This is in accordance with the ruling of the Supreme Court in the case of SPS. VIRGILIO F. SANTOS & ESPERANZA LATI SANTOS, SPS.VICTORINO F. SANTOS, & LAGRIMAS SANTOS, ERNESTO F. SANTOS, and TADEO F. SANTOS vs. SPS. JOSE LUMBAO and PROSERFINA LUMBAO,[15] to wit:

> “(B)oth the law and jurisprudence have categorically held that even while an estate remains undivided, co-owners have each full ownership of their respective aliquots or undivided shares and may therefore alienate, assign or mortgage them. The co-owner, however, has no right to sell or alienate a specific or determinate part

> of the thing owned in common, because such right over the thing is represented by an aliquot or ideal portion without any physical division. In any case, the mere fact that the deed purports to transfer a concrete portion does not per se render the sale void. The sale is valid, but only with respect to the aliquot share of the selling co-owner. Furthermore, the sale is subject to the results of the partition upon the termination of the co-ownership."

The fact that in the list of registered owners in the said TCT No. 1516, it is indicated thus - "Faustino Maputi, widower, Sublot No. 2811-B, 3,155 sq. ,meters," does not mean that the latter owns only the said sublot considering the absence of proof that the same was already awarded to him. Be that as it may, it appears that Lot 2811-C was indeed the subject of the sale made by Faustino Maputi because possession thereof was turned over to the spouses Jucom and their possession thereof has lasted continuously for twenty-eight (28) years, until the filing of this case in the RTC.

Moreover, we note that the Deed of Sale is a notarized document. The Supreme Court has likewise ruled in the above cited case of SPS. VIRGILIO F. SANTOS & ESPERANZA LATI SANTOS, ET AL. that:

> "It is well-settled that a document acknowledged before a notary public is a public document that enjoys the presumption of regularity. It is a prima facie evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution. To overcome this presumption, there must be presented evidence that is clear and convincing. Absent such evidence, the presumption must be upheld. In addition, one who denies the due execution of a deed where one's signature appears has the burden of proving that contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act. Nonetheless, in the present case petitioners' denials without clear and convincing evidence to support their claim of fraud and falsity were not sufficient to overthrow the above-mentioned presumption; hence, the authenticity, due execution and the truth of the facts stated in the aforesaid "Bilihan ng Lupa" are upheld."

Anent appellants contention to the effect that the Deed of Sale has no determinate subject matter because as indicated in the body thereof, what was purportedly sold was Lot 2811-C but in its acknowledgment portion, what was referred to was Lot 2811-B. We find the said discrepancy to be due to mere inadvertence absent any proof to the contrary. After all, a notary public is presumed to have performed his duties according to law.

WHEREFORE, on the view above taken, the February 20, 2007 Decision of the Regional Trial Court of Negros Oriental, 7th Judicial Region, Branch 40, Dumaguete City in Civil Case No. 12595 is hereby AFFIRMED in toto.

SO ORDERED.

Maxino, P.A.A., and Francisco, R.C., JJ., concur.

---

[1] Notice of Appeal, Records at p. 212.

[2] Records at pp. 208-211.

[3] Records at pp. 2-6.

[4] Records at p 7-8.

[5] Records at p. 9.

[6] Records at p. 10.

[7] Records at p. 11.

[8] Records at pp. 17-19.

[9] Records at pp. 62-63.

[10] Transcripts of Stenographic Notes dated September 21, 2001, October 7, 2002, December 5, 2002, April 7, 2005 and June 16, 2005.

[11] Original defendants also died during the pendency of the case before the RTC and were substituted by herein appellees.

[12] Transcript of Stenographic Notes dated January 9, 2006.

[13] Rollo at pp. 41-48.

[14] Records at p. 11.

[15] G.R. No. 169129, March 28, 2007.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.