

PAULINO GARCIA, PLAINTIFF AND APPELLANT, VS. MARIA BISAYA, ET AL., DEFENDANTS AND APPELLEES.*G.R. No. L-8060. September 28, 1955*

Ponente: REYES, A., J.

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On May 20, 1952, plaintiff filed a complaint against the defendants in the Court of First Instance of Oriental Mindoro, alleging that on November 12, 1938, defendants executed in favor of plaintiff a deed of sale covering a parcel of land therein described; that the said land "was erroneously designated by the parties in the deed of sale as an unregistered land (not registered under Act 496, nor under the Spanish Mortgage Law) when in truth and in fact said land is a portion of a big mass of land registered under Original Certificate of Title No. 6579 in the Office of the Register of Deeds of Oriental Mindoro"; that despite persistent demand from plaintiff to have the error corrected, defendants have refused to do so. Plaintiff, therefore, prayed for judgment ordering defendants to make the aforesaid correction in the deed of sale.

Answering the complaint, defendants denied having executed the alleged deed of sale and pleaded prescription as a defense. Traversing the plea of prescription, plaintiff alleged, among other things, that he "was without knowledge of the error sought to be corrected" at the time the deed of sale was executed and for many years thereafter," having discovered the said error "only recently".

Without trial on the merits and merely upon motion, the lower court dismissed the case on the ground that plaintiff's action had already prescribed. From this order plaintiff has appealed directly to this Court.

Both appellant and appellees apparently regard the present action as one for the reformation of an instrument under Chapter 4, Title II, Book IV of the new Civil Code. Specifically, the object sought is the correction of an alleged mistake in a deed of sale covering a piece of land. The action being upon a written contract, it should prescribe in ten years counted from the day it could have been instituted. Obviously, appellant, could not have instituted his action to correct an error in a deed until that error was discovered. There being nothing in the pleadings to show that the error was discovered more than ten years before the present action was filed on May 20, 1952, while, on the other hand, there is allegation that the error was discovered "only recently", we think the action should not have been dismissed as having already prescribed before the factual basis for prescription had been established and clarified by evidence.

We note, however, that appellant's complaint states no cause of action, for it fails to allege that the instrument to the reformed does not express the real agreement or intention of the parties. Such allegation is essential since the object sought in an action for reformation is to make an instrument conform to the real agreement or intention of the parties. (Art. 1359, new Civil Code; 23 R. C. L., par. 2.) But the complaint does not even allege what the real agreement or intention was. How then is the court to know that the correction sought will make the instrument conform to what was agreed or intended by the parties? It is not the function of the remedy of reformation to make a new agreement, but to establish and perpetuate the true existing one. (23 R. C. L., par. 4, p. 311.)

Moreover, courts do not reform instruments merely for the sake of reforming them, but only to enable some party to assert right under them as reformed. (23 R. C. L., par. 2). If the instrument in the present case is reformed by making it state that the land therein conveyed is already covered by a Torrens certificate of title, what right will the appellant, as vendee, be able to assert under the reformed instrument when according to himself—or his counsel states in his brief—said title is in the name of Torcuata Sandoval, obviously a person other than the vendor? Would not the sale to him then be ineffective, considering that he would be in the position of one who knowingly purchased property not belonging to the vendor?

Perhaps appellant's real grievance is that he has been led to enter into the contract of sale through fraud or misrepresentation on the part of the vendor or in the mistaken belief that, as stated in the deed, the property he was buying was unregistered land. But if that be the case, article 1359 of the new Civil Code expressly provides that "the proper remedy is not reformation of the instrument but annulment of the contract." Appellant's complaint, however, does not ask for the annulment of the deed; neither does it contain allegations essential to an action for that purpose.

In view of the foregoing, the order of dismissal must be as it is hereby affirmed, not because appellant's action has already prescribed, but because his complaint states no cause of action. Without pronouncement as to costs.

Bengzon, Padilla, Montemayor, Jugo, Bautista Angelo, Labrador, Concepcion, and Reyes, J. B. L., JJ., concur.

Order affirmed.

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