

**JOSE B. ROXAS AND VENANCIA B. ROXAS, PLAINTIFFS-APPELLEES,
VS. PEDRO BERMUDEZ, DOMINGA MARTIN AND MR. & MRS.
LORETA BERMUDEZ, DEFENDANTS-APPELLANTS.**

G.R. No. L-25051. September 30, 1968

Ponente: ANGELES, J.

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ANGELES, J.:

On appeal on purely questions of law from a decision of the trial court declaring, inter alia, that the decision rendered in a prior civil case No. 34498 between the same parties is res judicata to the present case, and in denying the admission of the third-party complaint filed by one of the defendants.

The facts pertinent to the instant appeal, are as follows:

On December 4, 1957, Pedro Bermudez and his sister Loreta Bermudez, filed a complaint in the Court of First Instance of Manila, docketed as Civil Case No. 34498, against the spouses Joaquin Andrade and Estela Martinez Andrade, the spouses Jose B. Roxas and Venancia Roxas, and Atty. Mariano Z. Suñga. As amended on July 14, 1958, the complaint alleged that plaintiffs are the children of Apolonio Bermudez who died on March 6, 1943, leaving a parcel of land (described as Lot 13, Block 16-A on subdivision plan Psd-3231) covered by Transfer Certificate of Title No. 36734, issued under his name, "Apolonio Bermudez, widower", by the Register of Deeds of Manila; that on May 23, 1950, defendant Estela Martinez Andrade - by means of fraud, deceit and misrepresentation, and taking advantage of the ignorance of their mother, Dominga Martin - secured the signature of the latter on an Affidavit of Adjudication of the land prepared by said defendant with the aid of a lawyer, by virtue of which the land was later registered in the name alone of said Dominga Martin; that on November 11, 1951, defendants Andrade spouses, employing the same deceit and misrepresentation on Dominga Martin, obtained the signature of the latter once again on a deed of absolute sale, wherein Dominga Martin purportedly sold the land to Joaquin Andrade; that on 30 January, 1954, Joaquin Andrade then sold the land to the spouses Jose Roxas and Venancia Roxas; and that by reason of such fraudulent acts of the Andrades, plaintiffs were deprived of their rights to the property resulting in damage and prejudice to them in the sum of P6,000.00, the equivalent value of the land for relief, plaintiffs prayed that the defendants be sentenced to pay damages in the said amount of P6,000.00, plus P2,000.00 by way of attorney's fees.

With prior leave of court, Dominga Martin filed on January 5, 1959, a complaint in intervention which was amended on July 8, 1959, wherein she made a common cause with the plaintiffs and reproduced the allegations of plaintiffs' complaint against the defendants. For her own relief, she prayed that defendants be sentenced to pay her P5,000.00 as actual damages, P3,000.00 as moral damages, P2,000.00 as exemplary damages, and P2,000.00 as attorney's fees.

Defendants Andrade spouses filed their answer traversing the allegations in the complaint. As special defenses, they alleged that the deed of sale executed by plaintiff-in-intervention, Dominga Martin in favor of Joaquin Andrade, was "with the former's full knowledge and realization of the contents thereof"; and that said vendor

received valuable consideration therefor from the buyer. And by way of counterclaim, said answering defendants prayed for the sum of P3,000.00 as damages for malicious prosecution of the action.

Defendants Roxas spouses also answered, alleging as a special defense, that they have acquired the land in question in good faith and for a valuable consideration; and that their title thereto is evidenced by Transfer Certificate of Title No. 35655 issued in their names by the Register of Deeds of Manila on February 13, 1954. They prayed for damages against the plaintiffs by way of counterclaim.

Likewise, defendant attorney, Mariano Z. Suñga, filed his answer denying the material allegations of the complaint, with counterclaim for damages.

After a protracted trial on the merits of the case, decision was rendered on June 1, 1962, dismissing the amended complaint and the complaint in intervention, as well as the counterclaim of all the defendants. The motion for reconsideration of the decision filed by the plaintiffs and the intervenor having been denied, said parties interposed appeal from the said decision to the Court of Appeals. The appeal was dismissed, however, upon their failure to pay the docket fees and the estimated cost for the printing of the record on appeal. Consequently, the corresponding entry of final judgment was made on February 19, 1963.

Not long thereafter, spouses Jose B. Roxas and Venancia Roxas filed a complaint, docketed as Civil Case No. 53732, in the same Court of First Instance of Manila, to recover possession of the very land involved in the former litigation, from Pedro Bermudez, Loreta Bermudez, and Dominga Martin - plaintiffs and intervenor in the former case No. 34498 - alleging that they (spouses Jose B. Roxas and Venancia Roxas) are the owners of the land in question which is occupied by Pedro Bermudez, Loreta Bermudez and Dominga Martin; and that notwithstanding demands on said defendants to vacate the said property, they have refused and failed to do so. Plaintiffs therefore prayed that defendants be ordered to vacate the land, and to pay the plaintiffs the sum of P10.00 a month as rent for the use and occupation of the land from February 1, 1954, plus damages and attorney's fees.

The defendants answered the complaint, with counterclaim. They also sought prior leave of the court to file a third party complaint against Estela Martinez Andrade, Joaquin Andrade and Atty. Mariano Z. Sunga - former defendants in Civil Case No. 34498. Plaintiffs spouses Jose B. Roxas and Venancia Roxas - defendants also in the former case - opposed the admission of the third party complaint against their former co-defendants; and the said third party complaint was then disallowed by the trial court.

In their answer, defendants Bermudez and Dominga Martin traversed the allegations in the complaint, alleging by way of special defenses, the same allegations in their complaint in the former case, viz: that Estela Martinez Andrade, Joaquin Andrade and Atty. Mariano Z. Suñga, by means of deceit, fraud, misrepresentation, and falsification, and by taking undue advantage of the ignorance and age of the defendants and the pledge then prevailing over the land in question between Dominga Martin and Estela Martinez Andrade, were able to secure the signature of said Dominga Martin on an Affidavit of Adjudication in her favor, then on an absolute deed of sale of the land in favor of Joaquin Andrade, thereby obtaining torrens title in the name of the latter; that said transaction was without consideration; that the plaintiffs "knew very well the aforesaid fraud, deceit, misrepresentation and falsification, together with the fact that the sale of the land by Joaquin Andrade to Venancia Roxas was simulated, as shown, among other things, by the inadequacy of the price in the supposed sale". And they now pray, by way of counter-claim, that the sale executed by Dominga Martin in favor of Joaquin Andrade, and the subsequent sale executed by the latter in favor of Venancia Roxas, be declared null and void; and that plaintiffs together with their co-defendants in the former case (No. 34498) be sentenced to pay moral and exemplary damages.

After trial, decision was rendered by the court below, holding that plaintiffs are the absolute owners of the land in

question, their title thereto being evidenced by Transfer Certificate of Title No. 35655, issued by the Register of Deeds of Manila on February 14, 1954; that the allegation of the defendants that they cannot be ejected from the land involved because they are the owners thereof, is absolutely without merit, for, being parties in said Civil Case No. 34498, they are necessarily bound by the decision rendered by this Court, which decision is already final and constitutes *res judicata*. Accordingly, the court ordered the defendants and all other persons living with them "to vacate the land therein described, and to pay, jointly and severally, to the plaintiffs the reasonable rental thereof at the rate of P10.00 a month from September 26, 1957, until they vacate the premises, and the further sum of P200.00 as attorney's fees."

Defendants have appealed from the decision to the Court of Appeals which, in a resolution dated July 15, 1965, elevated the case to this Court, it appearing from the briefs of the parties that only questions of law are raised therein.

Two main questions of law are posed by the appellants, to wit: (1) Whether or not the trial court erred in declaring that the decision in Civil Case No. 34498 constitutes *res judicata* to the present case; and (2) whether or not the trial court erred in denying admission of the third party complaint.

In relation to the first proposition, there can be no debate that the court which had tried and decided the case No. 34498, had jurisdiction over the parties and the subject-matter, the decision rendered therein was on the merits, and the same has become final. Neither can it be disputed that the RES in said case No. 34498 is the same parcel of land involved in the case at bar.

It is the contention of the appellants, however, that the cause of action in said case No. 34498, which was for recovery of damages, representing the equivalent value of the land which the Bermudez and Martin claimed to have been deprived through deceit, fraud and misrepresentation, is not the same or identical cause of action involved in the present case, which is for the recovery of possession of the same land.

Although, primarily, the cause of action in said case No. 34498, was for recovery of damages, representing the equivalent value of the land which the plaintiffs therein, now appellants herein, have lost through the alleged fraud, deceit and misrepresentation practiced on Dominga Martin by the Andrades, nevertheless, it is a fact, that the issue of ownership of the land which was claimed by the defendants Roxas spouses was intricately involved in the case, such that the claim for damages could not be awarded without proof that the party claiming them had a right to the land. Proof of ownership of or right to the land is as essential and necessary as that needed to recover damages. In the inter-relation of issues, the resulting damages was the effect, and the loss of the land through deceit and fraud was the cause.

In civil case No. 34498, the defendants, the Roxas spouses, have pleaded in their answer and special defense that they have purchased the land in good faith and for value; that they are the owners thereof; and that their title thereto is evidenced by a torrens transfer certificate of title No. 35655 of the City of Manila. The defendants Andrade spouses also traversed the claim of ownership of the Bermudez and Martin, and contended that the sale of the land by Dominga Martin to them was valid. On the other hand, the issue posed by the plaintiffs in said case No. 34498, was that the deed of sale executed by Dominga Martin to Joaquin Andrade, and that by the latter in favor of Venancia Roxas were secured through fraud and deceit. Upon such adverse claim on the land by the opposing parties, the court was called up to determine who was the owner thereof. The court, however, found that the evidence sustained the claim of the spouses Roxas, and, accordingly, dismissed the amended complaint and the complaint-in-Intervention. The dispositive portion of the decision could not have any other meaning and effect than to justify the conclusion that said dispositive portion of the decision reflected the merits of the case. The trial court said:

"From the evidence of the record, the claim of the intervenor, Dominga Martin, that she was made to sign the affidavit of adjudication by defendant Estela Martinez Andrade by means of fraud, deceit and misrepresentation and taking advantage of her ignorance in connivance with defendant Joaquin Andrade and Atty. Mariano Z. Sunga, before whom said affidavit was ratified, is absolutely unfounded. From the testimony of Atty. Mariano Z. Sunga, it has clearly been shown that on May 22, 1959, Domino Martin, accompanied by Joaquin Andrade and Mrs. Estela Martinez Andrada, came to see him and inquired if she could sell the property described in Transfer Certificate of Title No. 36734 of the Office of the Register of Deeds of Manila which was in the name of Apolonio Bermudez, widower; Atty. Sunga told her that she could not sell the property as she was not its registered owner; however, she asked if it would be possible to have the property transferred to her name as she was a sister of Apolonio Bermudez on the mother side and she wanted to sell the property to the Andrades; Atty. Suñga suggested that it was necessary to secure an affidavit to that effect, and she left the Torrens Title in his possession and promised that she would come back the following day; Atty. Sunga accordingly prepared the affidavit of adjudication and when Dominga Martin came the following day, accompanied again by the Andrades, and after having explained to her the contents of the affidavit in Tagalog, she readily signed it; Atty. Sunga then filed the affidavit of adjudication with the Office of the Register of Deeds of Manila for the issuance of a new title in the name of Dominga Martin; Atty. Sunga was able to get a new transfer certificate of title in the name of Dominga Martin which he delivered to her. One year afterwards, Dominga Martin came again and told Atty. Sunga that she would like to sell the lot to the Andrades, but Atty. Sunga said that the property being a Barrio Obrero lot, it was necessary for her to secure the permission of the Mayor of Manila. Atty. Sunga prepared the necessary request which Dominga Martin signed, and it was filed with the Mayor's Office. The request was approved by the City Mayor and Atty. Sunga prepared the corresponding deed of sale in favor of Joaquin R. Andrade. Upon the signing of the deed of sale, Atty. Sunga brought the document to the Office of the Mayor and it was approved. The deed of sale was duly registered and a new title was issued in the name of Joaquin R. Andrade. According to Atty. Sunga, Dominga Martin never mentioned to her the fact that she was the widow of the deceased, Apolonio Bermudez, and that she had children with him.

"The evidence further shows that after Dominga Martin had secured the transfer certificate of title of the said parcel of land in her name, on June 11, 1950, she received from Estela de Andrade, mother of Joaquin R. Andrade, the sum of P500.00 as initial payment of the purchase price of said lot. On December 18, 1950, she again received from Estela de Andrade an additional sum of P200.00 as part payment of the consideration for the sale of said lot. On July 24, 1951, Dominga Martin again received from Estela de Andrade still another sum of P1,000.00 as additional consideration for the sale. On July 30, 1951, she sent a letter to the City Mayor of Manila, seeking permission to transfer said property in favor of Joaquin R. Andrade, should the latter be duly qualified to acquire a lot in the said subdivision. On November 7, 1951, Dominga Martin received a further sum of P800.00 from Estela de Andrade, thereby making a total of P2,500.00 as the full consideration for the sale of the lot. She then executed in favor of Joaquin R. Andrade a deed of absolute sale of said lot on November 16, 1951. The deed of absolute sale was duly approved by the then Mayor of Manila, Manuel de la Fuentes and attested by then Secretary to the Mayor, Carmelo S. Mendoza, and was prepared by and acknowledged before the Notary Public, Atty. Mariano Z. Sunga. After the sale, the real estate taxes for the parcel of land question, were paid by the Andrades from the years 1952 and 1953. On January 30, 1954, defendant Joaquin Andrade sold the same parcel of land the defendant spouses, Jose B. Roxas and Venancia Roxas, which sale was approved by the then Mayor of the City of Manila, Arsenio H. Lacson, attested by the then Secretary to the Mayor, Jesus Marcos Roces. The sale was duly registered and a new Transfer Certificate of Title No. 35655 was issued in the name of the Roxas spouses. Thereafter, the real estate taxes on said Lot from the year 1955 have been paid by the Roxas spouses.

"From the evidence then, the Court is convinced that if there was any fraud committed here, the same was perpetrated by the intervenor, Dominga Martin, for she made it appear that she was the sister on the mother side of the deceased, Apolonio Bermudez, in order that the lot in question could be adjudicated in her favor. She concealed the fact that she was the widow of the said Apolonio Bermudez and with children with him,

who are the plain-tiffs in this case. Undoubtedly, had she revealed such facts, it would not have been easy for her to dispose of the lot as she intended, her claim that she only wanted to mortgage the lot instead of selling it rests merely on her uncorroborated testimony and inasmuch as the transactions here are all embodied in public documents, the same have in their favor the presumption of regularity as to their due execution and authenticity, and to overcome such presumption, the evidence must not be merely preponderant but must be clear, strong, convincing and conclusive. Moreover, Atty. Mariano Z. Sunga, the notary public before whom Dominga Martin acknowledged the affidavit of adjudication and the deed of absolute sale in favor of Joaquin R. Andrade, assured the Court that Dominga Martin fully understood the nature of the agreements she was entering into, and his testimony is highly credible coming as it is from a notary public who is at the same time a lawyer, who is supposed to act in accordance with the oath of his office. Indeed, such testimony must be given more credence than that of a party denying a contract acknowledged before the same notary public."

Upon the foregoing considerations, and it clearly appearing that the connection between the two cases is so intimate' and the parties and the subject-matter of the controversy being the same in the former as well as in the present, We cannot but conclude that the issue raised herein has really been determined by a competent court in a prior case.

Even taking the view that the issue of ownership of the land in said case No. 34498, was only a second-ary question in the proceedings before said court, nevertheless, it cannot detract from the conclusive effect of the adjudication of the case, it being an issue therein, whether direct or collateral. (Tolentino vs. Lim Bun Hioc, L-6333, May 10, 1956.)

Consequently, the trial court did not err in holding that the decision in civil case No. 34498 constitute res judicata to the present case.

"A judgment rendered by a court having jurisdiction of the parties and subject-matter is conclusive and indisputable evidence as to all rights, questions or facts put in issue in the suit and actually adjudicated therein when the same came again into controversy between the same parties or their privies even though according to the decision of the question, the subsequent proceedings are on a different cause of action, since the law abhors a multiplicity of suits.

"Another statement of the rule is that any right, fact or matter in issue, and directly adjudicated on, necessarily involved in, the determination of an action before a competent court in which a judgment or decree is rendered on the merits is conclusively settled by the judgment therein and cannot again be litigated between the parties and privies whether or not the claim or demand, purpose, or subject-matter of the two suits is the same. (50 C.J.S. pp. 168-173.)

"On the other hand, it is equally well settled that a fact which has been directly tried and decided by a court of competent jurisdiction cannot be contested again between the same parties in the same or any other court, and that where some controlling fact or question material to the determination of both actions has been determined in a former suit, and the fact again at issue between the same parties, its adjudication in the first will, if properly presented, be conclusive of the question in the latter suit, without regard to whether the cause of action is the same or not, or whether the second suit involves the same or different subject-matter, or whether or not it is the same form of proceeding. In such cases, it is also immaterial that the two actions were based on different grounds, or tried on different theories, or are instituted for different purposes, and seek different relief." (Samahan Magsasaka, Inc. vs. Chua Cuan, G.R. No. L-7252, Feb. 25, 1955.) [Underscoring supplied]

"The general rule common to all civilized system of jurisprudence is that the solemn and deliberate sentence of the law, pronounced by its appointed organs, upon a disputed fact, or state of facts, should be regarded as a final and conclusive determination of the question litigated, and should forever set the controversy at rest. Indeed, it has been well said that this maxim is more than a rule of law, more even than an important principle

of public policy and that it is a fundamental concept in the organization of every jural society." (Ponce vs. Macadaeg, 91 Phil. 410.)

The second proposition needs no elaborate discussion. A careful perusal of the allegations of facts constituting the cause of action in the third party complaint reveals that they are but reiterations of the allegations in the amended complaint and the complaint in intervention in Civil Case No. 34498, and of the special defenses pleaded by Pedro Bermudez, Loreta Bermudez and Dominga Martin in the present case, that is, that through deceit, fraud, and misrepresentation practiced on Domino Martin by the Andra-de spouses, they (herein appellants) lost their lands. But as the issue of ownership of the land, as earlier stated, has been adversely resolved by the trial court in Civil Case No. 34498, against herein defendants Pedro Bermudez and Loreta Bermudez, and their mother Dominga Martin, the trial court was then right when it said:

"x x x it appearing that the allegations contained in the said third party complaint have already been decided and passed upon by this Court in civil case No. 34498 en-titled, Pedro Bermudez and Loreta Bermudez vs. Joaquin Andrade et al., which decision has already become final, the admission of the third party complaint is hereby denied."

For, indeed, the admission of the third party complaint would be superfluous under the circumstances, considering that the issues therein raised had been passed upon by the trial court in Civil Case No. 34498. We hold, therefore, that the trial court did not err in denying admission of the third party complaint in this case.

WHEREFORE, finding the decision appealed from to be in accordance with the law and the evidence, the same is affirmed with costs against defendant-appellants.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Castro, and Fernando, JJ., concur.

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