

PURITA SALVATIERRA, ELENITA SALVATIERRA NUNEZ, ANSELMO SALVATIERRA, JR., EMELITA SALVATIERRA, AND ROMEL SALVATIERRA, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS AND SPS. LIN...

G.R. No. 107797. August 26, 1996

Ponente: HERMOSISIMA, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-107797/>

HERMOSISIMA, JR., J.:

The intricate yet timeworn issue of prescription has come to the fore in this case. Which prescriptive period for actions for annulment should prevail, Art. 1391 of the New Civil Code which limits the filing of actions to four (4) years or Art. 1144 of the same Code which limits the period of the filing of actions on certain grounds to ten years? Likewise, at issue is whether or not there was a double sale to a party or parties under the facts obtaining.

The petitioners in this case filed the herein petition for certiorari, assailing as they do the decision of the Court of Appeals which held:[1]

"WHEREFORE, the decision appealed from is herein REVERSED, defendants-appellees are ordered to reconvey to plaintiffs-appellants the 149-sq. m. portion of Lot No. 26 registered in the name of Anselmo Salvatierra under OCT O-4221 as described in the deed of sale Exh. 'A' or '1' of this case; and defendants-appellees are furthermore ordered to pay plaintiffs-appellants the amount of P5,000.00 as attorney's fees."

The antecedent facts are not disputed:

In 1930, Enrique Salvatierra died intestate and without any issue. He was survived by his legitimate brothers: Tomas, Bartolome, Venancio and Macario, and sister Marcela, all surnamed Salvatierra. His estate consisted of three (3) parcels of land, more particularly described in the following manner:

"Cad. Lot No. 25 covered by Tax Declaration No. 11950

A parcel of land lot No. 25, situated at Poblacion, San Leonardo, Nueva Ecija. Bounded on the NE-Lots Nos. 26 & 27; on the SE-Rizal St., SW-Lot No. 24; and on the NW-Bonifacio Street. Containing an area of ONE THOUSAND ONE HUNDRED AND SIXTEEN (1,116) sq. m. more or less and assessed at P1,460.00.

Cad. Lot No. 26 covered by Tax Decl. No. 11951

A parcel of land situated at Poblacion, San Leonardo, Nueva Ecija, Lot No. 26, bounded on the NE-Lot No. 29 & 27; on the SE-Lot No. 25; and on the NW-Bonifacio St. Containing an area of SEVEN HUNDRED FORTY NINE (749) sq. m. more or less and assessed at P720.00.

Cad. Lot No. 27 Covered by Tax Decl. No. 11949

A parcel of land situated at Poblacion, San Leonardo, Nueva Ecija, Lot No. 27, bounded on the NE-Lot No. 28; SE-Rizal St.; SW-Lot No. 25 and on the NW-Lot No. 26. Containing an area of SIX HUNDRED

SEVENTY (670) sq. m. more or less."

(Exh.: B: or "2")

On May 4, 1966, Macario Salvatierra sold Lot No. 26 to his son, Anselmo Salvatierra by means of a deed of sale, and in consideration of the amount of P1,000.00. Meanwhile, Marcela, prior to her death sold her 1/5 undivided share in the Estate of Enrique Salvatierra to her brother, Venancio. After the death of Bartolome, his heirs Catalina and Ignacia Marquez sold his 1/5 undivided share to Tomas and his wife, Catalina Azarcon.

On September 24, 1968, an "Extrajudicial Partition with Confirmation of Sale" was executed by and among the surviving legal heirs and descendants of Enrique Salvatierra, which consisted of the aforementioned Lot No. 25, 26 and 27. By virtue of the sale executed by Marcela in favor of Venancio, the latter now owns 2/5 shares of the estate. By virtue of the sale by Bartolome's heirs Catalina and Ignacia, of his undivided shares to Tomas, now deceased, represented by his widow, Catalina Azarcon, the latter now owns 2/5 shares in the said estate. Anselmo Salvatierra represented his father Macario, who had already died. The extrajudicial partition with confirmation of sale summed up the shares assigned to the heirs of Enrique Salvatierra:

"To: VENANCIO SALVATIERRA - 1,041 sq. m. known as Lot No. 27 covered by Tax Decl. No. 11949 and portion of Lot No. 26 covered by Tax Decl. No. 11951;

"To: Macario Salvatierra now ANSELMO SALVATIERRA - 405 sq. m. known as Lot No. 26-part and covered by Tax. Decl. No. 11951;

To: HEIRS OF TOMAS SALVATIERRA- 1,116 sq. m. the whole of Lot No. 25 and declared under Tax Decl. No. 11950.

Legal Heirs of Tomas Salvatierra are:

Montano Salvatierra
Anselmo Salvatierra
Donata Salvatierra
Francisco Salvatierra
Cecilio Salvatierra
Leonila Salvatierra"

(Exhs. "B-1", and 2-B", p. 8, id.).[2]

(Italics supplied)

Thereafter, on June 15, 1970, Venancio sold the whole of Lot No. 27 and a 149-sq. m. portion of Lot 26 for the consideration of P8,500.00 to herein respondent spouses Lino Longalong and Paciencia Mariano. The Longalongs took possession of the said lots. It was discovered in 1982 (through a relocation survey) that the 149 sq. m. portion of Lot No. 26 was outside their fence. It turned out that Anselmo Salvatierra was able to obtain a title, Original Certificate of Title No. 0-4221 in his name, the title covering the whole of Lot. No. 26 which has an area of 749 sq. m.

Efforts to settle the matter at the barangay level proved futile because Purita Salvatierra (widow of Anselmo) refused to yield to the demand of Lino Longalong to return to the latter the 149 sq. m. portion of Lot No. 26.

Private respondents Longalong then filed a case with the RTC for the reconveyance of the said portion of Lot 26. The court a quo dismissed the case on the following grounds: 1) that Longalong, et al. failed to establish ownership of the portion of the land in question, and 2) that the prescriptive period of four (4) years from discovery of the alleged fraud committed by defendants' predecessor Anselmo Salvatierra within which plaintiffs

should have filed their action had already elapsed.[3]

On appeal, the Court of Appeals ruled:

"To start with, a vendor can sell only what he owns or what he is authorized to sell (*Segura v. Segura*, 165 SCRA 368). As to the co-owner of a piece of land, he can of course sell his pro indiviso share therein to anyone (Art. 493, New Civil Code; *Pamplona v. Moreto*, 96 SCRA 775), but he cannot sell more than his share therein.

The deed of extrajudicial partition with confirmation of previous sale Exh. 'B' or '2' executed by the heirs of Enrique Salvatierra was explicit that the share of Anselmo Salvatierra which he got from his father Macario Salvatierra thru sale, was only Four Hundred Five (405) sq. mts. out of Lot No. 26 (Exhs. 'B-1' and 'B-2'), the whole lot of which has an area of 749 sq. mts., so that 344 sq. mts. of said lot do not pertain to Anselmo Salvatierra and his heirs, herein defendants-appellees. This must be the reason why, in said deed of extrajudicial partition, Venancio Salvatierra was still given a 'portion of Lot No. 26 covered by Tax Declaration No. 11951' (Exh. 'B-3', p. 7, Rec.), for logically, if the whole of Lot No. 26 measuring 749 sq. mts. had been given to Anselmo Salvatierra, Venancio Salvatierra would no longer be entitled to a portion of said lot. And as both parties to this case do not at all dispute the truth, correctness, and authenticity of the deed of extrajudicial partition with confirmation of sale Exh. 'B' or '2' dated September 24, 1968, as in fact both parties even marked the same as their own exhibit, we have no choice but simply to enforce the provisions of said deed.

Now, as we have stated earlier, Macario Salvatierra, even before the extrajudicial partition of the three lots left by the late Enrique Salvatierra among his heirs, could very well dispose only of his pro indiviso share in said lots, as he in fact did on May 4, 1966 in a deed of sale in favor of his son Anselmo Salvatierra; and two years later, on September 24, 1968, when the deed of extrajudicial partition Exh. 'B' or '2' was executed by the heirs of Enrique Salvatierra, it was stipulated that Macario's share in Lot No. 26 was only 405 sq. mts. thereof, which share Macario had already sold to his son Anselmo Salvatierra. As of September 24, 1968, the date of said deed of partition, then, Anselmo Salvatierra already knew that he had only acquired 405 sq. mts. of Lot No. 26 from his father Macario Salvatierra, and yet on May 20, 1980, or 12 years later, he proceeded with the registration of the earlier deed of sale between him and his father and of the whole Lot No. 26 with an area of 749 sq. mts. although he already knew through the deed of extrajudicial partition Exh. 'A' or '1' that he was only entitled to 405 sq. mts. out of Lot No. 26, and which knowledge he could not deny as he was one of the signatories to said deed of extrajudicial partition (Exh. 'B-1' or '2-b').

It is, therefore, obvious and clear, on the basis of the evidence on record, that when Anselmo Salvatierra registered the deed of sale Exh. '7' dated May 4, 1966 between him and his father Macario Salvatierra on May 20, 1980, and when he obtained a title in his name over the whole of Lot No. 26 with an area of 749 sq. mts., he did so with intent to defraud the other heirs of the late Enrique Salvatierra, particularly Venancio Salvatierra and the latter's heirs and successors-in-interest, for he, Anselmo Salvatierra, knew that he was entitled to only 405 sq. mts. out of the whole Lot No. 26 with an area of 749 sq. mts. In fact, a closer look at the deed of sale Exh. '7' dated May 4, 1966 between father and son, Macario and Anselmo, reveals that the word and figure 'SEVEN HUNDRED FORTY NINE (749)' sq. mts. written therein appear to have been only superimposed over another word and figure that had been erased, and even the word 'FORTY NINE' was merely inserted and written above the regular line, thereby creating the strong conviction that said word and figure were altered to suit Anselmo's fraudulent design (p. 12, Rec.).

Apparently, the lower court failed to examine carefully the deed of extrajudicial partition Exh. 'B' or '2' and the deed of sale Exh. '7' between Macario Salvatierra and his son Anselmo Salvatierra, for had it done so, it could not have failed to notice that Anselmo Salvatierra received only 405 sq. mts. out of Lot No. 26 from his father Macario Salvatierra, not the whole Lot No. 26 measuring 749 sq. mts. The lower court was also of the mistaken impression that this case involves a double sale of Lot No. 26, when the truth is that Macario

Salvatierra could only sell and, therefore, sold only 405 sq. mts. out of Lot No. 26 to his son Anselmo by virtue of the deed of sale Exh. '7', not the whole 749 sq. mts. of said lot, and plaintiffs in turn bought by virtue of the deed of sale Exh. 'A' 149 sq. mts. out of the remaining area of 344 sq. mts. of Lot No. 26 from Venancio Salvatierra, to whom said 344-sq. mt. portion of Lot No. 26 was given under the deed of partition Exh. 'B' or '2.'

Neither can we agree with the lower court that even if plaintiffs-appellants had established their ownership over the 149-sq. mt. portion of Lot No. 26 in question, they are already barred by prescription to recover said portion from defendants. In this connection, the lower court ratiocinated that an action for reconveyance should be filed within four (4) years from the discovery of the fraud, citing *Esconde v. Barlongay*, 152 SCRA 603, which in turn cited *Babin v. Medalla*, 108 SCRA 666, so that since plaintiffs-appellants filed their action for reconveyance only on November 22, 1985 or five years after the issuance of Anselmo Salvatierra's title over Lot No. 26 on May 20, 1980, said court held that appellants' action for reconveyance against defendants has already prescribed.

At this juncture, we find the need to remind the court a quo as well as other trial courts to keep abreast with the latest jurisprudence so as not to cause possible miscarriages of justice in the disposition of the cases before them. In the relatively recent case of *Caro v. CA*, 180 SCRA 401, the Supreme Court clarified the seemingly confusing precedents on the matter of prescription of actions for reconveyance of real property, as follows:

"We disagree. The case of *Liwalug Amerold, et al. v. Molok Bagumbaran*, G.R. L-33261, September 30, 1987, 154 SCRA 396 illuminated what used to be a gray area on the prescriptive period for an action to reconvey the title to real property and corollarily, its point of reference:

'x x x It must be remembered that before August 30, 1950, the date of the effectivity of the new Civil Code, the Old Code of Civil Procedure (Act No. 190) governed prescription. It provided:

'SEC. 43. Other civil actions; how limited. - Civil actions other than for the recovery of real property can only be brought within the following periods after the right of action accrues:

'3. Within four years: x x x An action for relief on the ground of fraud, but the right of action in such case shall not be deemed to have accrued until the discovery of the fraud:

xxx xxx xxx

'In contract under the present Civil Code, we find that just as an implied or constructive trust in an offspring of the law (Art. 1465, Civil Code), so is the corresponding obligation to reconvey the property and the title thereto in favor of the true owner. In this context, and vis-a-vis prescription, Article 1144 of the Civil Code is applicable.

'Article 1144. The following actions must be brought within ten years from the time the right of action accrues:

- 1) Upon a written contract;
- 2) Upon an obligation created by law;
- 3) Upon a judgment;

xxx xxx xxx

'An action for reconveyance based on an implied or constructive trust must perforce prescribe in ten years and not otherwise. A long line of decisions of this Court, and of very recent vintage at that, illustrates this rule. Undoubtedly, it is now well-settled that an action for reconveyance based on an implied or constructive trust prescribes in ten years from the issuance of the Torrens title over the property. The only discordant note, it seems, is *Balbin v. Medalla*, which states that the prescriptive period for a reconveyance action is four years. However, this variance can be explained by the erroneous reliance on *Gerona v. de Guzman*. But in *Gerona*, the fraud was

discovered on June 25, 1948, hence Section 43(3) of Act No. 190 was applied, the New Civil Code not coming into effect until August 30, 1950 as mentioned earlier. It must be stressed, at this juncture, that Article 1144 and Article 1456, are new provisions. They have 'no counterparts in the old Civil Code or in the old Code of Civil Procedure, the latter being then resorted to as legal basis of the four-year prescriptive period for an action for reconveyance of title of real property acquired under false pretenses.

"An action for reconveyance has its basis in Section 53, paragraph 3 of Presidential Decree No. 1529, which provides:

'In all cases of registration procured by fraud, the owner may pursue all his legal and equitable remedies against the parties to such fraud without prejudice, however, to the rights of any innocent holder of the decree of registration on the original petition or application, x x x.'

"This provision should be read in conjunction with Article 1456 of the Civil Code, which provides:

'Article 1456. If property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes.'

"The law thereby creates the obligation of the trustee to reconvey the property and the title thereto in favor of the true owner. Correlating Section 53, paragraph 3 of Presidential Decree No. 1529 and Article 1456 of the Civil Code with Article 1144 (2) of the Civil Code, *supra*, the prescriptive period for the reconveyance of fraudulently registered real property is ten (10) years reckoned from the date of the issuance of the certificate of title. In the present case, therefore, inasmuch as Civil Case No. 10235 was filed on June 4, 1975, it was well-within the prescriptive period of ten (10) years from the date of the issuance of "Original Certificate of Title No. 0-6836 on September 17, 1970."

(All Italics Supplied).

And the above ruling was re-affirmed in the very recent case of *Tale vs. C.A.* G.R. No. 101028, promulgated only last April 23, 1992.

Guided by the above clarificatory doctrine on prescription of actions for reconveyance of real property, it is obvious that the lower court erred in relying on the discredited ruling in *Esconde v. Barlongay*, *supra*, which case in turn relied on the earlier discredited case of *Balbin v. Medalla*, also *supra*, which mistakenly limited the running of the prescriptive period in an action for reconveyance of real property to only four (4) years from the issuance of the certificate of title.

Since OCT No. 0-4221 over Lot No. 26 was issued to Anselmo Salvatierra on May 20, 1980, appellants' filing of the instance action for reconveyance on November 22, 1985 was well within the ten (10) year prescriptive period provided by law for such action."

A motion for reconsideration having been denied, petitioners brought this petition to set aside the decision of the respondent appellate court and to affirm in toto the decision of the trial court.

Petitioners assail the decision of the respondent appellate court for its failure to consider the application and interpretation of certain provisions of the New Civil Code in the case at bar, namely Articles 1134, 493, 1088, 1544, 1431, 1396, and 1391.[4]

Since petitioners invoke the abovementioned provisions of law, it is apparent that they rely on the theory that this is a case of double sale of Lot No. 26 to both petitioners and respondents Longalong, et al. A perusal of the records and evidence (exhibits and annexes), however, reveals otherwise. Both parties did not dispute the existence and contents of the Extrajudicial Partition with Confirmation of Sale, as both presented them as their respective exhibits (Exh. "B-1" and "2"). The parties may not have realized it, but the deciding factor of this

dispute is this very document itself. It is very clear therein that Macario Salvatierra's share in the estate of the deceased Enrique Salvatierra is only 405 sq. m. out of the 749 sq. m. comprising Lot No. 26. Since Venancio Salvatierra, under this document, is to get a portion of Lot No. 26 in addition to Lot No. 27, then it follows that Venancio is entitled to the remaining 344 sq. m. of Lot No. 26, after deducting the 405 sq. m. share of Macario.

We find no ambiguity in the terms and stipulations of the extrajudicial partition. The terms of the agreement are clear and unequivocal, hence the literal and plain meaning thereof should be observed.[5] The applicable provision of law in the case at bar is Article 1370 of the New Civil Code which states:

"Art. 1370. If the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulation shall control."

Contracts which are the private laws of the contracting parties, should be fulfilled according to the literal sense of their stipulations, if their terms are clear and leave no room for doubt as to the intention of the contracting parties, for contracts are obligatory, no matter what their forms maybe, whenever the essential requisites for their validity are present.[6]

As such, the confirmation of sale between Macario and his son Anselmo, mentioned in the extrajudicial partition involves only the share of Macario in the estate. The law is clear on the matter that where there are two or more heirs, the whole estate of the decedent is, before its partition, owned in common by such heirs,[7] and hence, the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership.[8]

It goes without saying, therefore, that what Anselmo bought from his father in 1966 was only his father's share in the estate which turned out to be 405 sq. m. of Lot No. 26, as agreed upon during their extrajudicial partition, in which Anselmo was a signatory. The registration of the whole Lot No. 26 in the name of Anselmo Salvatierra was therefore, done with evident bad faith. A careful examination of the Deed of Sale (Exh. 7) dated May 4, 1966 between Macario and Anselmo (father and son) shows that an alteration was perpetrated by the superimposition of the words and figure SEVEN HUNDRED FORTY NINE (749) sq. m. over other words and figures therein. Besides, when Anselmo Salvatierra obtained the Original Certificate of Title No. 0-4221 covering the whole of Lot No. 26 on May 20, 1980, he had already known that he was entitled to only 405 sq. m. of the said lot since the extrajudicial partition has already been executed earlier in 1968. Obviously, Anselmo's act of registering the whole Lot No. 26 in his name was intended to defraud Venancio who was then legally entitled to a certain portion of Lot No. 26 by the extrajudicial partition.

With regard to the issue as to prescription of the action, we agree with the respondent appellate court that this action has not yet prescribed. Indeed, the applicable provision in the case at bar is Art. 1144 of the New Civil Code which provides that:

"Art. 1144. The following actions must be brought within ten years from the time the right of action accrues:

- (1) Upon written contract;
- (2) Upon an obligation created by law; and
- (3) Upon a judgment."

Art. 1391[9] of the same code, referred to by petitioners is not in point. This article must be read in conjunction with Art. 1390[10] which refers to voidable contracts. This case at hand involves fraud committed by petitioner Anselmo Salvatierra in registering the whole of Lot No. 26 in his name, with evident bad faith. In effect, an implied trust was created by virtue of Art. 1456 of the New Civil Code which states:

"Art. 1456. If property is acquired through mistake or fraud, the person obtaining it is, by force of law,

considered a trustee of an implied trust for the benefit of the person from whom the property comes."

Implied trust is defined as the right, enforceable solely in equity, to the beneficial enjoyment of property, the legal title to which is vested in another and is further subdivided into resulting and constructive trust.[11] While resulting trust is one raised by implication of law and presumed to have been contemplated by the parties; constructive trust, on the other hand, is one raised by construction of law or arising by operation of law.[12]

This case more specifically involves constructive trust. In a more restricted sense, it is a trust not created by any words, either expressly or impliedly, evincing a direct intention to create a trust, but by the construction of equity in order to satisfy the demands of justice.[13] It does not arise by agreement or intention but by operation of law.[14]

In this connection, we hold that an action for reconveyance of registered land based on an implied trust may be barred by laches. The prescriptive period for such actions is ten (10) years from the date the right of action accrued.[15] We have held in the case of *Armamento v. Central Bank*[16] that an action for reconveyance of registered land based on implied trust, prescribes in ten (10) years even if the decree of registration is no longer open to review.

In *Duque v. Domingo*,[17] especially, we went further by stating:

"The registration of an instrument in the Office of the Register of Deeds constitutes constructive notice to the whole world, and, therefore, discovery of the fraud is deemed to have taken place at the time of registration. Such registration is deemed to be a constructive notice that the alleged fiduciary or trust relationship has been repudiated. It is now settled that an action on an implied or constructive trust prescribes in ten (10) years from the date the right of action accrued."

The complaint for reconveyance was filed by the Longalong spouses on November 22, 1985, only five (5) years after the issuance of the O.C.T. No. 0-4221 over Lot No. 26 in the name of Anselmo Salvatierra. Hence prescription has not yet set in.

We find no reason to disturb the findings of the respondent Court of Appeals as to facts its said factual findings having been supported by substantial evidence on record. They are final and conclusive and may not be reviewed on appeal. The analysis by the Court of Appeals of the evidence on record and the process by which it arrived at its findings on the basis thereof, impel conferment of the Supreme Court's approval on said findings, on account of the intrinsic merit and cogency thereof no less than that Court's superior status as a review tribunal.[18] No reversible errors can be attributed to the findings of the respondent Court of Appeals because the decision herein assailed was properly supported by substantial evidence on record, which were not in anyway impugned by the petitioners.

IN VIEW OF THE FOREGOING CONSIDERATIONS, we resolve to DENY the petition for want of merit, with costs against petitioners.

SO ORDERED.

Padilla (Chairman), Vitug, and Kapunan, JJ., concur.
Bellosillo, J., is on leave.

[1] Rollo, p. 12.

[2] Rollo, p. 19.

[3] Rollo, p. 21.

[4] Rollo, pp. 7-9 quoting:

"Art. 1134. Ownership and other real rights over immovable property are acquired by ordinary prescription through possession of ten years. (1957a)

"Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership. (399)

"Art. 1088. - Should any of the heirs sell his hereditary rights to a stranger before the partition, any or all of the co-heirs may be subrogated to the rights of the purchaser by reimbursing him for the price of the sale, provided they do so within the period of one month from the time they were notified in writing of the sale by the vendor. (1067a).

"Art. 1544. If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be immovable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith. (1473)

"Art 1431. Through estoppel an admission or representation is rendered conclusive upon the person making it, and cannot be denied or disproved as against the person relying thereon.

"Art. 1396. Ratification cleanses the contract from all its defects from the moment it was constituted. (1313).

"Art. 1391. The action for annulment shall be brought within four years.

This period shall begin:

In cases of intimidation, violence or undue influence, from the time the defect of the consent ceases.

In case of mistake or fraud, from the time of the discovery of the same.

And when the action refers to contracts entered into by minors or other incapacitated persons, from the time the guardianship ceases. (1301a)."

[5] Pickel v. Alonzo, 111 SCRA 341.

[6] Phil. American General Insurance Co., Inc. v. Mutuc, 61 SCRA 22.

[7] Art. 1078, New Civil Code.

[8] Art 493, New Civil Code.

[9] Art. 1391. The action for annulment shall be brought within four years.

This period shall begin:

In cases of intimidation, violence or undue influence, from the time the defect of the consent ceases.

In case of mistake or fraud, from the time of the discovery of the same.

And when the action refers to contracts entered into by minors and other incapacitated persons, from the time the guardianship ceases. (1301a).

[10] Art. 1390. The following contracts are voidable or annulable, even though there may have been no damage to the contracting parties:

(1) Those where one of the parties is incapable of giving consent to a contract;

(2) Those where the consent is vitiated by mistake, violence, intimidation, undue influence or fraud.

These contracts are binding, unless they are annulled by a proper action in court. They are susceptible of ratification. (n)

[11] Ramos, et al. v. 61 SCRA 284.

[12] Ibid.

[13] Ibid.

[14] Ibid.

[15] Vda. de Nacalaban v. CA, 80 SCRA 428.

[16] 96 SCRA 178.

[17] 80 SCRA 654.

[18] Lauron v. Court of Appeals, 184 SCRA 215.

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.