

SILVERIO FELICES, PLAINTIFF AND APPELLEE, VS. MAMERTO IRIOLA, DEFENDANT AND APPELLANT.

G.R. No. 11269. February 28, 1958

Ponente: REYES, J.B.L., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-11269/>

REYES, J.B.L., J.:

Originally brought to the Court of Appeals, this appeal was certified to us by that Court on the ground that it does not raise any genuine issue of fact.

It appears that plaintiff and appellee Silverio Felices was the grantee of a homestead of over eight hectares located in barrio Curry, Municipality of Pili, Province of Camarines Sur, under Homestead Patent No. V-2117 dated January 26, 1949, and by virtue of which he was issued Original Certificate of Title No. 104 over said property. The month following the issuance of his patent, on February 24, 1949, appellee conveyed in conditional sale to defendant and appellant Mamerto Iriola a portion of his homestead of more than four hectares, for the consideration of P1,700. The conveyance (Exh. 1) expressly stipulates that the sale was subject to the provisions of Sec. 119 of Act 141, as amended, and to the prohibitions spread on the vendor's patent; and that after the lapse of five years or as soon as may be allowed by law, the vendor or his successors would execute in vendee's favor a deed of absolute sale over the land in question.

Two years after the sale, on April 19, 1951, appellee tried to recover the land in question from appellant, but the latter refused to allow it unless he was paid the amount of P2,000 as the alleged value of improvements he had introduced on the property. In view of appellant's persistent refusal, plaintiff deposited the received price in court and filed this action on October 4, 1951.

In the court below, appellant, while recognizing appellee's right to "redeem", insisted that he must first be reimbursed the value of his improvements. Whereupon, the court appointed a commissioner to ascertain the nature and value of the alleged improvements, and thereafter found that said improvements were made by defendant either after plaintiff had informed him of his intention to recover the land, or after the complaint had been filed; some of the improvements were even introduced after a commissioner had already been appointed to appraise their value. Wherefore, the lower court held defendant in bad faith and not entitled to reimbursement for his improvements. Defendant was, likewise, ordered to accept the amount of P1,700 deposited by plaintiff in court, to execute in favor of the latter the corresponding deed of reconveyance, and to restore him in possession of the land in question.

At the outset, it must be made clear that as the sale in question was executed by the parties within the five-year prohibitive period under section 118 of the Public Land Law, the same is absolutely null and void and ineffective from its inception. Consequently, appellee never lost his title or ownership over the land in question, and there was no need either for him to repurchase the same from appellant, or for the latter to execute a deed of reconveyance in his favor. The case is actually for mutual restitution, incident to the nullity ab initio of the conveyance.

The question now is: May appellant recover or be reimbursed the value of his improvements on the land in question, on the theory that as both he and appellee knew that their sale was illegal and void, they were both in bad faith and consequently, Art. 453 of the Civil Code applies in that "the rights of one and the other shall be the same as though both had acted in good faith"?

The rule of Art. 453 of the Civil Code invoked by appellant[1] can not be applied to the instant case for the reason that the lower court found, and appellant admits, that the improvements in question were made on the premises only after appellee had tried to recover the land in question from appellant, and even during the pendency of this action in the court below. After appellant had refused to restore the land to the appellee, to the extent that the latter even had to resort to the present action to recover his property, appellee could no longer be regarded as having impliedly assented or conformed to the improvements thereafter made by appellant on the premises. Upon the other hand, appellant, recognizing as he does appellee's right to get back his property, continued to act in bad faith when he made improvements on the land in question after he had already been asked extra-judicially and judicially, to surrender and return its possession to appellee; and as a penalty for such bad faith, he must forfeit his improvements without any right to reimbursement therefor. "He who builds, plants or sows in bad faith on the land of another, loses what is built, planted, or sown without right to indemnity" (Art. 449, New Civil Code).

Wherefore, the judgment appealed from is affirmed, with the sole modification that appellant need not execute a deed of reconveyance in appellee's favor, the original conveyance being hereby declared void ab initio. Costs against appellant Mamerto Iriola. So ordered.

Paras, C.J., Bengzon, Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, Endencia, and Felix, JJ., concur.

[1]ART. 453. If there was bad faith, not only on the part of the person who built, planted or sowed on the land of another, but also on the part of the owner of such land, the rights of one and the other shall be the same as though both had acted in good faith. * * *

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.