

**BENJAMIN CORONEL AND EMILIA MEKING VDA. DE CORONEL,
PETITIONERS, VS. FLORENTINO CONSTANTINO, AUREA
BUENSUCESO, AND THE HONORABLE COURT OF APPEALS,
RESPONDENTS.**

G.R. No. 121069. February 07, 2003

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

This refers to the petition for review on certiorari of the decision of the Court of Appeals, dated March 27, 1995, in CA-G.R. CV No. 44023[1] which affirmed the decision of the Regional Trial Court of Bulacan, Branch 8, dated April 12, 1993 in Civil Case No. 105-M-91[2]; and the resolution of said appellate court, dated July 4, 1995, denying the motion for reconsideration of its decision.

The factual background of the case is as follows:

The subject property consists of two parcels of land situated in Sta. Monica, Hagonoy, Bulacan, designated as Cadastral Lots Nos. 5737 and 5738. The property is originally owned by Honoria Aguinaldo. One-half (1/2) of it was inherited by Emilia Meking Vda. de Coronel together with her sons Benjamin, Catalino and Ceferino, all surnamed Coronel. The other half was inherited by Florentino Constantino and Aurea Buensuceso.

On February 20, 1991, Constantino and Buensuceso filed a complaint for declaration of ownership, quieting of title and damages with prayer for writ of mandatory and/or prohibitory injunction with the Regional Trial Court of Bulacan (Branch 8) against Benjamin, Emilia and John Does, docketed as Civil Case No. 105-M-91. Plaintiffs allege that: on April 23, 1981, Jess C. Santos and Priscilla Bernardo purchased the property belonging to Emilia and her sons by virtue of a deed of sale signed by Emilia; on June 21, 1990, Santos and Bernardo in turn sold the same to Constantino and Buensuceso by virtue of a compromise agreement in Civil Case No. 8289-M; they are the owners of the subject property and defendants have illegally started to introduce construction on the premises in question; and pray that “defendants respect, acknowledge and confirm the right of ownership of the plaintiffs to the share, interest and participation of the one-third (1/3) portion of the above described property”.

After defendants filed their Answer, pre-trial ensued wherein the parties stipulated that: (1) the property in question was previously owned by Honoria Aguinaldo, one-half (1/2) of which was inherited by the defendants while the other half was inherited by the plaintiffs from the same predecessor; (2) it was admitted by counsel for the defendants that there was a sale between Jess Santos and the plaintiffs covering the subject property; and (3) that there was no evidence presented in Civil Case No. 8289-M by either of the parties and that the decision therein was based on a compromise agreement.[3]

After trial on the merits, the trial court rendered a decision in favor of the plaintiffs, the decretal portion of which reads as follows:

“WHEREFORE, judgment is hereby made in favor of plaintiffs, the Court hereby declares plaintiffs as the sole

and absolute owners of the properties covered by Tax Declarations Nos. 28960 and 28961 of Hagonoy, Bulacan, and orders the defendants to respect, acknowledge and confirm the right of ownership of plaintiffs over the whole property described above, to remove whatever improvements introduced by them thereon, and to pay the plaintiffs, solidarily and severally P10,000.00 as attorney's fees and costs of suit.

"SO ORDERED." [4]

On appeal brought by defendants, the Court of Appeals affirmed the decision of the lower court and denied defendants' motion for reconsideration.

Hence, herein petition brought by defendants, raising the following issues:

"I.

WHETHER OR NOT THE CONTRACT [OF] SALE EXECUTED BY A PARENT-CO-OWNER, IN HER OWN BEHALF, IS UNENFORCEABLE WITH RESPECT TO THE SHARES OF HER CO-HEIRS-CHILDREN;

"II.

WHETHER OR NOT THE MINOR CHILDREN CAN RATIFY UNAUTHORIZED ACTIONS OF THEIR PARENTS;

"III.

WHETHER OR NOT THE CO-HEIRS ARE INDISPENSABLE DEFENDANTS IN AN ACTION FOR DECLARATION OF OWNERSHIP AND QUIETING OF TITLE;

"IV.

WHETHER OR NOT THE DEED OF SALE WHICH IS A PRIVATE DOCUMENT WAS SUFFICIENTLY ESTABLISHED WHEN THE COUNSEL FOR THE DEFENDANTS-PETITIONERS ADMITTED ONLY ITS EXISTENCE BUT NOT ITS CONTENTS." [5]

The third issue was raised by the petitioners for the first time with the Court of Appeals. They claim that the complaint should have been dismissed because private respondents failed to implead the heirs of Ceferino and Catalino who died in 1983 and 1990, [6] respectively, in their complaint as indispensable parties. We do not agree.

A careful reading of the "Kasulatan ng Bilihang Patuluyan" which is a private document, not having been duly notarized, shows that only the share of Emilia in the subject property was sold because Benjamin did not sign the document and the shares of Ceferino and Catalino were not subject of the sale. Pertinent portions of the document read as follows:

"KASULATAN NG BILIHANG PATULUYAN

"PANIWALAAN NG LAHAT:

"Kaming mag-iinang Emilia Micking Vda. Coronel at Benjamin M. Coronel kapwa may sapat na gulang, Pilipino, naninirahan sa nayon ng Sta. Monica, Hagonoy, Bulacan, sa kasulatang ito ay malaya naming:

"P I N A T U T U N A Y A N

"Na, kami ay tunay na nagmamay-ari ng isang lagay na lupang Bakuran na minana namin sa aming Lolong yumaong Mauricio Coronel, na ang ayos, takal at kalagayan ay ang sumusunod:

"ORIGINAL CERTIFICATE OF TITLE NO. 5737

“Bakuran sa nayon ng Sta. Monica, Hagonoy, Bulacan na may sukat na 416 Square Meters ang kabuuan 208 Square Meters Lot A-1 ang kalahati nito na kanilang ipinagbibili.

“x x x x x x x x

“Na, dahil at alang-alang sa halagang DALAWAMPU’T LIMANG LIBONG PISO (P25,000) salaping Pilipino, na aming tinanggap sa kasiyahang loob namin, buhat sa mag-asawang Jess C. Santos at Prescy Bernardo, kapwa may sapat na gulang, Pilipino at naninirahan sa nayon ng Sta. Monica, Hagonoy, Bulacan, sa bisa ng kasulatang ito, ay aming isinasalin, inililipat at ipinagbibili ng bilingang patuluyan ang lahat ng aming dapat na makaparte sa lupang Bakuran Nakasaad sa dakong unahan nito, sa nabanggit na Jess C. Santos at Prescy Bernardo o sa kanilang tagapagmana at kahalili.

“Na, ako namang Jess C. Santos, bilang nakabili, ay kusang loob ding nagsasaysay sa kasulatang ito na ako ay kasangayon sa lahat ng dito’y nakatala, bagaman ang lupang naturan ay hindi pa nahahati sa dapat magmana sa yumaong Honoria Aguinaldo.

“Na, sa aming kagipitan inari naming ipagbili ang aming karapatan o kaparte na minana sa yumaong Guillermo Coronel ay napagkasunduan namin mag-iina na ipagbili ang bakurang ito na siyang makalulunas sa aming pangangailangan x x x.”

“Na, kaming nagbili ang magtatanggol ng katibayan sa pagmamayari sa lupang naturan, sakaling may manghihimasok.

SA KATUNAYAN NITO, kami ay lumagda sa kasulatang ito sa bayan ng Malabon, Rizal ngayong ika-23 ng Abril, 1981.

(Signed) (Signed)

EMILIA MICKING Vda. CORONEL
Nagbili JESS C. SANTOS
Nagbili

(Unsigned) (Signed)

BENJAMIN M. CORONEL
Nagbili PRISCILLA BERNARDO
Nakabili”[7]

Thus, it is clear, as already stated, that petitioner Benjamin did not sign the document and that the shares of Catalino and Ceferino in the subject property were not sold by them.

Since the shares of Catalino and Ceferino were not sold, plaintiffs Constantino and Buensuceso have no cause of action against them or against any of their heirs. Under Rule 3, Section 7 of the 1997 Rules of Civil Procedure, indispensable parties are parties in interest without whom no final determination can be had of an action. In the present case, the heirs of Catalino and Ceferino are not indispensable parties because a complete determination of the rights of herein petitioners and respondents can be had even if the said heirs are not impleaded.

Besides, it is undisputed that petitioners never raised before the trial court the issue of the private respondents’ failure to implead said heirs in their complaint. Instead, petitioners actively participated in the proceedings in the lower court and raised only the said issue on appeal with the Court of Appeals. It is a settled rule that jurisdictional questions may be raised at any time unless an exception arises where estoppel has supervened.[8] In the present case, petitioners’ participation in all stages of the case during trial, without raising the issue of the trial court’s lack of jurisdiction over indispensable parties, estops them from challenging the validity of the proceedings therein.

Further, the deed of sale is not a competent proof that petitioner Benjamin had sold his own share of the subject property. It cannot be disputed that Benjamin did not sign the document and therefore, it is unenforceable against him.

Emilia executed the instrument in her own behalf and not in representation of her three children.

Article 493 of the Civil Code states:

“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.”

Consequently, the sale of the subject property made by Emilia in favor of Santos and Bernardo is limited to the portion which may be allotted to her upon the termination of her co-ownership over the subject property with her children.

As to the first, second and fourth issues – it has been established that at the time of execution of the “Kasulatan ng Bilihang Patuluyan” on April 23, 1981[9], the subject property was co-owned, pro-indiviso, by petitioner Emilia together with her petitioner son Benjamin, and her two other sons, Catalino and Ceferino. No proof was presented to show that the co-ownership that existed among the heirs of Ceferino and Catalino and herein petitioners has ever been terminated.

Applying Articles 1317 and 1403 of the Civil Code, the Court of Appeals ruled that through their inaction and silence, the three sons of Emilia are considered to have ratified the aforesaid sale of the subject property by their mother.

Articles 1317 and 1403 (1) of the Civil Code provide:

“Art. 1317. No one may contract in the name of another without being authorized by the latter, or unless he has by law a right to represent him.

“A contract entered into in the name of another by one who has no authority or legal representation or who has acted “beyond his powers shall be unenforceable, unless it is ratified, expressly or impliedly, by the person on whose behalf it has been executed, before it is revoked by the other contracting party.

“Art. 1403. The following contracts are unenforceable, unless they are ratified:

“(1) Those entered into in the name of another person by one who has been given no authority or legal representation, or who has acted beyond his powers.

x x x x x x x x”

We do not agree with the appellate court. The three sons of Emilia did not ratify the sale. In *Maglucot-Aw vs. Maglucot*[10] we held that:

“Ratification means that one under no disability voluntarily adopts and gives sanction to some unauthorized act or defective proceeding, which without his sanction would not be binding on him. It is this voluntary choice, knowingly made, which amounts to a ratification of what was theretofore unauthorized, and becomes the authorized act of the party so making the ratification.

No evidence was presented to show that the three brothers were aware of the sale made by their mother. Unaware of such sale, Catalino, Ceferino and Benjamin could not be considered as having voluntarily remained silent and

knowingly chose not to file an action for the annulment of the sale. Their alleged silence and inaction may not be interpreted as an act of ratification on their part.

We also find no concrete evidence to show that Ceferino, Catalino and Benjamin benefited from the sale. It is true that private respondent Constantino testified that Benjamin took money from Jess Santos but this is mere allegation on the part of Constantino. No other evidence was presented to support such allegation. Bare allegations, unsubstantiated by evidence, are not equivalent to proof under our Rules of Court.[11] Neither do the records show that Benjamin admitted having received money from Jess Santos. Even granting that Benjamin indeed received money from Santos, Constantino's testimony does not show that the amount received was part of the consideration for the sale of the subject property.

To repeat, the sale is valid insofar as the share of petitioner Emilia Meking Vda. de Coronel is concerned. The due execution of the "Kasulatan ng Bilihang Patuluyan" was duly established when petitioners, through their counsel, admitted during the pre-trial conference that the said document was signed by Emilia.[12] While petitioners claim that Emilia erroneously signed it under the impression that it was a contract of mortgage and not of sale, no competent evidence was presented to prove such allegation.

Hence, Jess C. Santos and Priscilla Bernardo, who purchased the share of Emilia, became co-owners of the subject property together with Benjamin and the heirs of Ceferino and Catalino. As such, Santos and Bernardo could validly dispose of that portion of the subject property pertaining to Emilia in favor of herein private respondents Constantino and Buensuceso.

However, the particular portions properly pertaining to each of the co-owners are not yet defined and determined as no partition in the proper forum or extrajudicial settlement among the parties has been effected among the parties. Consequently, the prayer of respondents for a mandatory or prohibitory injunction lacks merit.

WHEREFORE, the assailed Decision and Resolution of the Court of Appeals are AFFIRMED with the following MODIFICATIONS:

- Plaintiffs-private respondents Florentino Constantino and Aurea Buensuceso are declared owners of one-half (1/2) undivided portion of the subject property plus the one-fourth (1/4) undivided share of defendant-petitioner Emilia Meking Vda. de Coronel; and, defendant-petitioner Benjamin Coronel together with the heirs of Catalino Coronel and the heirs of Ceferino Coronel are declared owners of one-fourth (1/4) share each of the other one-half (1/2) portion of the subject property, without prejudice to the parties entering into partition of the subject property, judicial or otherwise.

- The order of removal of the improvements and the award of the amount of Ten Thousand Pesos (P10,000.00) as attorney's fees and costs of suit are DELETED.

No costs.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, Quisumbing, and Callejo, Sr., JJ., concur.

[1] Entitled, "Florentino Constantino and Aurea Buensuceso, Plaintiffs-Appellees, vs. Benjamin Coronel, Emilia Meking Vda. De Coronel and John Does, Defendants-Appellants".

[2] Entitled, "Florentino Constantino and Aurea Buensuceso, Plaintiffs, vs. Benjamin Coronel, Emilia Meking Vda. De Coronel, and John Does, Defendants."

[3] RTC Decision, Folder of Exhibits, pp. 170-172.

[4] Ibid., p. 177.

[5] Rollo, p. 26.

[6] Appellants' Reply Brief, CA Rollo, p. 96.

[7] Exhibit "H", Folder of Exhibits, p. 168.

[8] Bayoca vs. Nogales, 340 SCRA 154, 169 (2000).

[9] Supra, note 7.

[10] 329 SCRA 78, 94 (2000).

[11] Manzano vs. Perez, Sr., 362 SCRA 430, 439 (2001).

[12] See TSN, March 5, 1991, OR, p. 31.

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