

MARCELINO TAN, LUZ S. BRIONES, CARLOS D. BRIONES, CONRADO BRIONES, FELICISIMO BRIONES, & FLORA BRIONES JOVELLANOS, PETITIONERS, VS. JOSE RENATO LIM, CYNTHIA GO, ADORACION REYES...

G.R. No. 128004. September 25, 1998

Ponente: MARTINEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-128004/>

MARTINEZ, J.:

This petition for review assails the decision of the respondent Court of Appeals dated September 26, 1996,[1] which set aside the decision of the Regional Trial Court of Tarlac, Tarlac, Branch 64, in Civil Cases Nos. 6518 and 6521.

Civil Case No. 6518[2] is a case for injunction and damages. In his complaint, petitioner Marcelino Tan alleged that he is the lessee of the western portion of the land covered by TCT No. 95314 of the Registry of Deeds of Tarlac, Tarlac under a contract of lease executed between him and Luz, Carlos, Conrado, Felicisimo and Flora, all surnamed Briones.

Sometime in July and August 1983, the other co-owners of the lessors of petitioner sold the northeast portion of the land abutting Ancheta Street to private respondent Lim which the latter thereafter caused to be annotated at the back of Original Certificate of Title No. 95314. Petitioner alleged that his only means of ingress and egress to the leased portion of the land from Ancheta Street and vice-versa, is through the north-east portion of the land, a fact known to private respondent Jose Renato Lim. Sometime in the last week of August 1983, respondent Lim padlocked the gate of the portion he purchased from the other coowners of the land which is fronting Ancheta Street, thereby preventing and depriving petitioner his only means of ingress and egress from the property leased to him. Then, from the last week of August 1983 and first week of September 1983, respondent Lim demolished all the existing wall enclosing the leased property and began constructing a building on the leased premises to the damage and prejudice of petitioner. Petitioner Tan prayed for the issuance of a writ of preliminary and/or mandatory injunction to prevent private respondent Renato Lim from committing further acts of dispossession and to allow him to have means of ingress and egress to the property leased to him. Petitioner further seeks from respondent Lim the payment of actual, moral and exemplary damages as well as attorney's fees.

Civil Case No. 6521[3] is a case for Legal Redemption. The plaintiffs are petitioners Luz, Carlos, Conrado, Felicisimo, all surnamed Briones and Flora Briones Jovellanos, who alleged in their complaint that they, together with the herein private respondents Adoracion, Purificacion, Oscar and Imelda, all surnamed Reyes, Antonio, Ambrocio, Felisa, Juanito, Arturo, Teofila and Virginia, all surnamed Briones, are coowners in pro-diviso shares of the parcel of land covered by TCT No. 95314 of the Registry of Deeds of Tarlac, Tarlac. They further alleged that on July 15 and August 25, 1983, herein private respondents sold and conveyed their shares in that parcel of land to their co-respondents, the spouses Renato Lim and Cynthia Go, as evidenced by deeds of absolute sale which are subject to the provision of Article 1620 of the New Civil Code on Legal Redemption, Petitioners, as

co-owners, desire to exercise their right of legal redemption and are willing to deliver to respondents-spouses Lim the amount representing the aggregate sum that they paid to their co-respondents upon the execution by the said spouses of the corresponding deeds of sale in petitioners' favor. Thus, petitioners pray that respondent Lim pay them attorney's fees in addition to every appearance of their counsel in court.

The issues in the two (2) abovementioned cases being, interrelated, the two (2) cases were jointly heard. In a decision dated June 15, 1992, the court a quo disposed of both cases as follows:

"In Civil Case No. 6518:

1. Defendants to open the gate of the property leased by plaintiffs in Civil Case No. 6521 to the plaintiff Marcelino Tan in Civil Case No. 6518, which serves as a means of egress and ingress of said plaintiff to the portion of the land lease (sic) to him, and said defendants to remove whatever they have already constructed thereon; and to refrain/desist from making any construction of whatever nature on the same leased property: these preliminary and Mandatory injunction shall be and to (sic) remain permanent;
2. Defendants to pay plaintiff actual damages in the amount of P119,990.00:
3. Defendants to pay plaintiff moral damages in the amount of P75,000.00;
4. Defendants to pay plaintiff exemplary damages in the amount of P25,000.00;
5. Defendants to pay plaintiff the sum of P30,000.00 as and for Attorney's fees plus P500.00 for plaintiff's counsel's per appearance fee for every actual hearing of the case in court; and
6. Defendants to pay the costs of suit."

"In Civil Case No. 6521:

1. Defendants Jose Renato Lim and Cynthia Go to resell to the plaintiffs all the undivided shares in the parcel of land covered by and described in Transfer Certificate of Title No. 95314, described in paragraph 4 of the complaint, that were sold to them by their codefendants, upon payment to them by plaintiffs the amount of P144,000.00; and
2. Defendants Jose Renato Lim and Cynthia Go to pay plaintiffs the sum of P20,000.00 as and for attorney's fees and the sum of P500.00 for every appearance in court; and
3. Defendants Jose Renato Lim and Cynthia Go to pay the costs of this suit.[4]

Aggrieved by the aforecited decision, private respondents Renato Lim and Cynthia Go appealed to the respondent Court of Appeals, which, as aforestated, reversed the decision of the court a quo. The dispositive portion of the decision reads:

"WHEREFORE, judgment is hereby rendered setting aside the decision dated June 15, 1992 in Civil Case No. 6518 and 6521 and dismissing the complaint filed by the plaintiffs-appellees therein."[5]

Petitioners' motion for reconsideration was denied, prompting the filing of this petition for review.

As culled from the record, the facts in the legal redemption case are as follows:

The property in question, with an area of 488 square meters covered by TCT No. 95314, was formerly owned by the brothers Victoriano (married to Emilia Sto. Domingo de Briones) and Joaquin Briones (married to Maria Abello), who are both dead. Victoriano's one-half (1/2) share of the property was inherited by his children, Flora Briones Jovellanos, Carlos, Felicisimo, Luz and Rosita, all surnamed Briones. These members of the Victoriano side of the Briones family except Rosita, who had already died, are the plaintiffs in this case. The other plaintiff,

Conrado Briones, is the son of Rosita. These plaintiffs will hereinafter be collectively referred to as petitioners Flora, et al.

The other half of the 488 sq.m. property was inherited by the Joaquin side of the Briones family. Ambrocio, Antonio, Felisa, Jose, Arturo, Virginia, Juanito and Teofilo, are Joaquin's children, while Adoracion, Purificacion, Oscar, Imelda and Lilia, all surnamed Reyes are children of Salud, the deceased daughter of Joaquin. They are the defendants in this case and shall hereinafter be collectively referred to as private respondents Ambrocio, et al. The other defendants, spouses Jose Renato Lim and Cynthia Go, who shall hereinafter be referred to as respondent Lim, are the successors-in-interest of respondents Ambrocio, et al.

In several deeds of sale, the respondents Ambrocio, et al. (heirs of Joaquin) sold their interest in the property, consisting of 244 square meters, to Jose Renato Lim. Some of the deeds of absolute sale[6] described their interest sold as "the undivided 1/8th share, southeastern portion" while the others referred to an attached sketch to indicate the specific 1/18th portion sold.[7] On the other hand, petitioners Flora, et al. (heirs of Victoriano) leased to co-petitioner Marcelino Tan the remaining one-half (1/2) portion of the property, for a period of three (3) years beginning January 1, 1983 to December 31, 1985.[8]

It is at this point where the factual findings and conclusions of the trial court and the respondent court do not jibe in certain crucial issues.

According to the trial court, respondents Ambrocio, et al., failed to comply with Article 1620 of the Civil Code when they did not give a written notice to petitioners Flora, et al. of the sale of their respective undivided interest on the property before and at the time the deeds of sale were executed in favor of their co-respondents Jose Renato Lim and Cynthia Go. The trial court also found that at the time of the sale, coownership existed between respondents Ambrocio, et al. and petitioners Flora, et al. The trial court said this is borne out by the language of the deeds of absolute sale which states that what were sold were the vendors' (Ambrocio, et al.) undivided interest on the same property and because the said interest of the vendors were not yet titled or registered in their respective names. The trial court then concluded that it was necessary for respondents Ambrocio, et al. to have notified the other-coowners of the sale as prescribe under Article 1620 of the Civil Code.[9]

On the other hand, the respondent court was of the view that after respondents Ambrocio, et al. and petitioners Flora, et al. were able to secure the issuance of TCT No. 95314 in their names, they agreed to partition the property with respondents Ambrocio, et al. getting the interior half of the property and the petitioners Flora, et al. getting the anterior portion. No document was drawn up to embody and evidence the oral partition by petitioners Flora, et al., who later leased exactly one-half of the property (244 square meters) to petitioner Marcelino Tan while respondents Ambrocio, et al., thereafter sold the other half to respondents Jose Renato Lim and Cynthia Go. Thus, the respondent court concluded that the oral agreement of partition, coupled with its actual implementation, effectively ended the co-ownership between the two sets of Briones heirs at the time of the sale of the interior portion of the property to respondents Jose Renato Lim and Cynthia Go. There was, consequently, no necessity to notify petitioners Flora, et al. of the sale.[10]

In Civil Case No. 6518, the trial court refused to consider respondent Jose Renato Lim's evidence citing as reason therefor the failure of his counsel to file a formal offer of evidence. Thus, on the sole basis of petitioner Marcelino Tan's evidence, the trial court found the following facts as duly established:

"There was a gate in front of the lot he is leasing and fronting the Ancheta Street. This was the gate he used to pass through in entering the premises. From the said gate, there was a right of way leading to the back portion of the lot in question.

"After the contract of lease was executed, he started constructing a warehouse on the portion of the lot he is

leasing, where he was to store construction materials as it was near his store at F. Tañedo Street, the La Suerte Hardware.

"The construction materials that he brought into the leased premises for the construction of his warehouse were cement, steels, galvanized iron sheets, nails; wires, gravel and sand and lumber.

"He was not able to finish the construction of the warehouse. He was only able to construct the walls and has just started the layout of the warehouse because in August 1983, defendant Jose Renato Lim caused to be demolished by his men what he has already constructed. After the wall was demolished, his gate in front of the lot where he used to pass was padlocked by them and where they constructed a wall made of hollow blocks and he cannot enter anymore.

"After Renato Lim demolished the wallings of his (witness') intended warehouse and erected a concrete wall at the gate in August 1983, since then up to the present, it has been defendant Jose Renato Lim who is occupying the premises. He constructed thereon an extension of his store, the J, Mart. as indicated by an arrow in his Sketch (Exhibit "B").

"He did not see the aforesaid construction materials anymore after Jose Renato Lim demolished the wall and closed the gate and occupied the same premises. He was not able to recover them anymore because the gate was already barricaded with a concrete wall.

"The construction materials that he placed inside the premises and for labor that he already spent so far for the construction of his proposed warehouse were all in the total amount of P120,000.00, (P119,990.00 as per Exhibit "C")."[11]

The respondent court, however, disagreed with the trial court. The respondent court ruled that the formal offer of evidence is not necessary and that the trial court erred in excluding respondent Lim's countervailing evidence in Civil Case No. 6518.[12]

After reviewing respondent Lim's evidence in Civil Case No. 6518 and the evidence in Civil Case No. 6521, both cases having been heard jointly, the respondent court found the following facts as established: that petitioners Flora, et al. and respondents Ambrocio, et al. agreed to partition the property with the front portion given to the former and the back portion given to the latter. The respondents Ambrocio, et al. were to be given a right of way towards Ancheta Street. It was the back portion of the property that respondent Lim purchased from Ambrocio, et al. and he received no complaint about this at the time of the sale. And, even before respondent Lim purchased the rear portion of the property, petitioner Flora Briones had already offered to sell to him the front portion of the property. Moreover, petitioner Marcelino Tan did not erect a warehouse and bunkhouse on the property or leave construction materials thereat. Respondent Lim could not have barricaded the front portion of the property as what he purchased was the interior portion owned by respondents Ambrocio, et al. while petitioner Marcelino Tan leased the front portion. Petitioner Marcelino Tan's right to occupy the premises had long expired, thus, rendering his cause of action for mandatory injunction moot and academic. Finally petitioner Marcelino Tan had no legal easement in his favor to demand a right of way.[13]

The respondent court set aside the decision of the trial court and dismissed the complaints in Civil Cases Nos. 6518 and 6521.

After petitioner's motion to reconsider the decision was denied,[14]they filed this petition for review contending that the respondent Court of Appeals erred: (1) in concluding that there was a partition; (2) in not concluding that by the mere fact that the deed of sale used the word undivided is already indicative of the existence of co-ownership; (3) in not concluding that the private respondents have no evidence in Civil Case No. 6518; (4) and concluding that the complaint was rendered moot and academic; and, (5) in denying the award for moral and

exemplary damages and attorney's fees.[15]

From the assigned errors, we synthesize the issues raised by the petitioners as follows:

1. Was there an oral partition between the heirs of Joaquin and the heirs of Victoriano on the property covered by TCT No. 95314 ; and if so, is the oral partition valid;
2. Was the respondent court correct when it held that respondent Jose Renato Lim's formal offer of evidence in Civil Case No. 6518 (Injunction and damages) was unnecessary; and,
3. Was petitioner Marcelino Tan's cause of action in Civil Case No. 6518 rendered moot and academic.

Petitioners urge us to review the factual findings of the respondent Court of Appeals relative to its conclusion that the partition of the property had taken place on the ground that this finding is allegedly "not accord (sic) with the facts and evidence, and it also overlooked the rule that the findings of the trial court are to be given weight and with the highest degree of respect x x x." [16] The review is sought by petitioners given the conflicting findings of the Court of Appeals and the Trial Court, and they pray that the trial court's findings be upheld over that of the Court of Appeals.

The Court does not, in all cases of disagreement of facts between the Court of Appeals and the trial court, automatically delve into the record to determine the facts for itself.[17] Admittedly, there have been instances when this Court made independent findings of fact on the points that the trial court and appellate court disagreed but we did not do so as a matter of course. When the dispute between the two courts are merely on probative value, we limit our review of the evidence, ascertaining if the finding of the said court are consistent with or are not palpably contrary to, the evidence on record, we decline to make a review on the probative value of the evidence.[18] In *Hermo v. Court of Appeals*, [19] we ruled that it is the findings of the Court of Appeals, and not those of the trial court, which are final and conclusive even on this Court.

The record reveals that the findings of the respondent court are supported by substantial evidence that the co-ownership between petitioners and private respondents had been terminated by oral partition. Additionally, we glean from the record that there was a clear, unequivocal and direct admission by petitioners Flora, et al. of the partition, aside from their conclusive acts of ownership over the leased portion of the property.

We quote with approval the well-reasoned discussion of respondent court on its finding that there was an oral partition of the property, thus:

"Defendant-appellant Ambrocio Briones testified that, sometime in 1972, he and plaintiff-appellee Flora Jovellanos, in representation of their respective sides of the Briones family were able to secure the issuance of Transfer Certificate of Title No. 95314 in the names of all the co-owners of the property; that, after the issuance of the title, plaintiff-appellee Flora suggested to him that the property be partitioned with the frontal portion of the property to be given to her side of the Briones family while the back or interior portion to be given to Ambrocio's side; that defendant-appellant Ambrocio Briones agreed to the partition provided that they be given a right of way from the front to the back exiting to Ancheta Street; that thereafter, plaintiffs-appellees Flora, et. al., leased a portion of their specific share to certain Pangasinenses and to plaintiff-appellee Marcelino Tan, the plaintiff in the Injunction Case; that these Pangasinenses constructed houses thereon.

"Defendant-appellee Ambrocio Briones' testimony is supported by equally convincing and independent evidence.

"On paragraph 2 of the complaint in the Injunction Case, plaintiff-appellee Marcelino Tan alleged that:

'2. The plaintiff is the lessee of the western portion of the parcel of land described in and covered by Transfer Certificate of Title No. 95314 of the Office of the Register of Deeds of Tarlac under a contract of lease

executed by and between him and Luz, Carlos, Conrado Felicisimo and Flora all surnamed BRIONES x x x.' (p. 1, Complaint of CV-6518)

"Plaintiff-appellee Marcelino Tan confirmed on the witness stand that it was only with plaintiffs-appellees Luz, Carlos, Conrado, Felicisimo, all surnamed Briones, and Flora Jovellanos that he negotiated with for the lease of a specific portion of the property and that he never talked to the defendants about the lease (pp. 23-24, TSN July 30, 1986).

"The execution by the plaintiffs-appellees Flora, et. al. of a lease contract over a specific portion of the property without the participation of defendants-appellants Ambrocio, et. al., who were the co-owners is glaring evidence that there had already been an actual partition of the property once owned in common and that in this partition, the plaintiffs-appellees Flora, et. al. were given exclusive dominion over that specific portion leased by them to plaintiff-appellee Marcelino Tan. This is because leasing real property for more than one year, as in this case which involved a lease of five (5) years and six (6) months, is an act of strict ownership or dominion (Article 1878 (8), Civil Code).[20]

Furthermore, there was a Judicial admission by petitioners Flora, et al. that there was indeed a partition of the property. Petitioner Flora Briones Jovellanos categorically admitted that she and her co-heirs owned a definite portion of the property while the respondents Briones owned the other half. Thus, the respondent court said:

"At the same hearing, also under cross-examination, plaintiff-appellee Flora Jovellanos admitted under oath that the property formerly owned in common had already been actually partitioned and that each side of the Briones family had already taken their own specific portion allotted to them under the partition agreement:

'ATTY. LIM

Q The portion which you leased to Marcelino Tan is the southwestern portion of the land in question?

A Yes, sir.

Q Do you know the exact area of this portion which you leased to him?

A More or less 244 square meters.

Q In this... And this southwestern portion which You lease(sic) to Marcelino Tan, this is owned by you and your co plaintiffs?

A Yes, sir.

Q And the other portion is owned by the defendant ; Adoracion Reyes, Purificacion Reyes, Oscar Reyes, Lilia Reyes, Imelda Reyes, Antonio Briones, Ambrocio Briones, Felisa Briones, Juanito Briones, Arturo Briones, Teofila Briones and Virginia Briones?

A Yes, sir.' (pp. 3-4, TSN, February 27, 1985)

"This testimony is a judicial admission that is conclusive on plaintiffs-appellees Flora, et. al., and cannot be contradicted unless shown to have been made through palpable mistake (Section 4, Rule 129, Rules of Court). That this admission was elicited on cross-examination further strengthens what is already a conclusive and firmly binding admission."[21]

Noticeably, the contract of lease between petitioners Flora, et al, and petitioner Tan covered exactly one-half (1/2) of the disputed lot. This would clearly indicate that there was an oral partition of the property between the petitioners Flora, et al. and respondents Ambrocio, et al. Thus, the respondent court said:

"It is not denied that the original owners of the property, Victoriano and Joaquin owned the property in equal shares. Significantly, the portion of the property leased to plaintiff-appellee Marcelino Tan by

plaintiffs-appellees Flora, et. al. covering 244 square meters of the property is exactly one-half of the total area of the property covered by Transfer Certificate of Title No. 95314 corresponding exactly to the share of Victoriano, the father of plaintiffs-appellees Flora, et. al. Defendants-appellants Ambrocio et. al., never complained about this lease of said portion of the property. This give rise to the ineluctable conclusion that the property had already been partitioned and that what was leased by the plaintiffs-appellees Flora, et. al. was the portion of the property allotted to them under the partition .[22]

The fact that petitioners Flora, et al. alone leased to petitioner Marcelino Tan one-half of the portion of the property unerringly point to the fact that they exercised the right of ownership over the said portion, to the exclusion of the respondents Ambrocio, et al., considering that the lease agreement was executed without the consent of the latter. Notably, the lease of the specific portion of the property is for a period of more than one (1) year, which is an act of strict ownership. Petitioner Flora Briones-Jovellanos likewise candidly admitted that the lease rentals were paid exclusively to petitioners.

Petitioners, however, argue that there is no note or memorandum or any deed of partition offered in evidence by respondents Ambrocio, et. al. to substantiate the claim of partition. We find this argument to be flawed. Petitioners failed to cite any provision of law requiring a note or memorandum for a contract of partition to be valid. Contracts are obligatory in whatever form they may have been entered into provided all essential requirements are present.[23] Thus, in *Limketkai Sons Milling, Inc. vs. Court of Appeals*,[24] we held:

"x x x. A sale of land is valid regardless of the form it may have been entered into (*Claudel v. Court of Appeals*, 199 SCRA 113, 119 (1991)). The requisite form under Article 1458 of the Civil Code is merely for greater efficacy or convenience and the failure to comply therewith does not affect the validity and binding effect of the act between the parties (*Vitug*, *Compendium of Civil Law and Jurisprudence*, 1993 Revised Edition, p. 552). If the law requires a document or other special form, as in the sale of real property, the contracting parties may compel each other to observe that form, once the contract has been perfected. Their right may be exercised simultaneously with action upon the contract (Article 1359, Civil Code)."

Neither is a note or memorandum necessary for the enforceability of a contract of partition. Article 1403 of the Civil Code enumerates the limited instances when written proof of a contract is essential for enforceability. A contract of partition is not one of the contracts mentioned.[25]

Given that the oral partition in question had already been fully consummated except for the issuance of separate titles to each respective side of the Briones family, this Court's ruling in *Hernandez vs. Andal*[26] which has been correctly relied upon by the respondent court, finds relevance to the present case:

"On general principle, independent and in spite of the statute of frauds, courts of equity have enforced oral partition when it has been completely or partly performed.

'Regardless of whether a parol partition or agreement to partition is valid and enforceable at law, equity will in proper cases, where the parol partition has actually been consummated by the taking of possession in severalty and the exercise of ownership by the parties of the respective portions set off to each, recognize and enforce such parol partition and the rights of the parties thereunder. Thus, it has been held or stated in a number of cases involving an oral partition under which the parties went into possession, exercised acts of ownership, or otherwise partly performed the partition agreement, that equity will confirm such partition and in a proper case decree title in accordance with the possession in severalty.

In numerous cases it has been held or stated that parol partitions may be sustained on the ground of estoppel of the parties to assert the rights of a tenant in common as to parts of land divided by parol partition as to which possession in severalty was taken and acts of individual ownership were exercised. And a court of equity will recognize the agreement and decree it to be valid and effectual for the purpose of concluding the right of the parties as between each other to hold their respective parts in severalty.

'A parol partition may also be sustained on the ground that the parties thereto have acquiesced in and ratified the partition by taking possession in severalty, exercising acts of ownership with respect thereto, or otherwise recognizing the existence of the partition.

'A number of cases have specifically applied the doctrine of part performance, or have stated that a part performance is necessary, to take a parol partition out of the operation of the statute of frauds. It has been held that where there was a partition in fact between tenants in common, and a part performance, a court of equity would have regard to and enforce such partition agreed to by the parties.' (40 Amer. Jur. 15-18.)"

The case of *Duque vs. Domingo*[27] cited by petitioners is not applicable to this case. We did not say in *Duque* that an oral partition is void. We ruled that since the oral partition in that case was not proven by any credible evidence, then the existence of the oral partition was merely "improbable." This presupposes that the contract would have been valid if proven to exist if it was not put down in writing. This is not the case here.

The evidence that the partition took place among the co-owners of the property is convincing. Petitioner Flora Jovellanos admitted that the south-western portion of the property which was leased to petitioner Marcelino Tan was owned by her side of the Briones family, while the other portion of the property which was sold to Jose Renato Lim and Cynthia Go, was owned by her side of the Briones family. Flora, et. al. leased exactly 1/2 of the property to co-petitioner Marcelino Tan and appropriated the lease rentals for themselves. In other words, the writing of the contract of partition is not constitutive of its validity but merely evidential. As we held in *Hernandez vs. Andal*, supra:

"Is section 1 of Rule 74 constitutive and not merely evidential of partition? In other words, is writing the act that confers legal validity upon the agreements There are no indications in the phraseology of this rule which justify an affirmative answer to these questions. It must be noted that where the law intends a writing or other formality to be the essential requisite to the validity of the transaction, it says so in clear and unequivocal terms. Thus, the statute of frauds as originally enacted in England and as enacted in some of the states, uses the words 'utterly void' with reference to certain transactions. Under the terms of such statute transactions required to be in writing are absolutely void and not merely voidable if not made in the manner indicated. x x x."

Petitioners, however asseverates that the evidence of partition cannot prevail over Transfer Certificate of Title No. 95314 showing the two (2) sides of the Briones family to be co-owners indiviso. It is petitioners' submission that the subdivision plan showing the metes and bounds of their respective portions of the property is indispensable and that a mere oral agreement between co-owners to partition a property has no effect.

As earlier stated, contracts are obligatory in whatever form they may have been entered into provided all the essential requisites are present.[28] The essential requisites of contracts being consent, object certain and cause of the obligation,[29] thus, neither a transfer certificate of title nor a subdivision plan is essential to validity of an oral contract of partition. A transfer certificate of title merely evidences and is not constitutive of title.[30] A transfer certificate of title cannot confer title where no title had been vested by some of the means provided by law. A transfer certificate of title is not one of the means of acquiring ownership of the property[31].

The trial court seized upon the use of the word "undivided" in the Deed of Sale from Ambrocio, et, al. to Jose Renato Lim and Cynthia Go as an indication of the existence of co-ownership. But the deeds of absolute sale separately executed by Ambrocio, Felisa, Juanito, Arturo and Teofila, all surnamed Briones and attached to the complaint in Civil Case No. 6511 (Exhibits C, D, E, F and G), specifically point to the portion of the property which has been sold to co-respondents Renato Lim as "undivided 1/18 shares/ southeastern portion x x x." This would undeniably indicate that there was a partition of the subject land between petitioners and private respondent Ambrocio, et al. or else the latter could not have been able to specify the portion of the property being ceded to the vendee.

On the other hand, the deeds of sale (Exhs. H, I & G) executed by private respondents Virginia Briones (Exh. H), Arturo Briones (Exh. I) and Adoracion, Oscar, Lilia, Purificacion and Imelda, all surnamed Reyes (Exh. J), were more specific in describing the portion sold to private respondents Jose Renato Lim, thus:

"x x x do hereby TRANSFER and CONVEY by way of Absolute Sale unto the said Renato Lim 1/18 share of the parcel of registered land, more particularly describe as follows:

x x x x

of which 1/18 share, I am the absolute owner, free from all liens and encumbrances. Said 1/18 share herein sold is to be taken from the shaded portion indicated in the sketch attached hereto and made an integral part hereof, and is the share which pertained to me pursuant to an agreement of all the co-owners of said parcel of land. x x x"

The deeds of sale indicate clearly that what was being sold was not an aliquot or spiritual portion but a definite portion of the property. While they do not contain the descriptive word "southeastern portion," there is, however, an attached sketch thereto which delineates the specific portion of the property to be sold.

All told, like respondent court, we are convinced, based on the evidence on record, that the disputed property was already partitioned between the petitioners Flora, et al. and respondents Ambrocio, et al., at the time the latter sold the "southeastern portion" to co-respondents Renato Lim.

We now go to examine the injunction case. Anent the exclusion by the trial court of Jose Renato Lim's the trial court stated:

"On March 16, 1992 the Court issued an order which is hereunder quoted for ready reference as follows:

'Acting on the 'Urgent Motion For Extension of Time To File Offer of Evidence' on the ground therein cited found by the Court to be tenable, the same is hereby granted.

WHEREFORE, defendant, thru counsel, is hereby granted an extension of fifteen (15) days from March 13, 1992, to file his offer of evidence, furnishing copy thereof to Atty. Manuel D. Reyes, Counsel for the Plaintiff, who is likewise given a period of ten (10) days from receipt thereof to file his comment/objection thereto.

After the lapse of which period, the formal offer of evidence for defendant shall then be deemed as submitted for resolution. And after which, the parties are hereby granted thirty (30) days within which to file their simultaneous memoranda after the lapse of said period, this case shall then be considered as finally submitted for decision. This is reiteration of the second paragraph of the order of this Court dated February 28, 1992.'

Up to the present, however, after the lapse of almost three (3) months, defendant in this Civil Case No. 6518 has not filed his announced Formal Offer of Evidence.

Therefore, no evidence, testimonial and documentary, for said defendant can be considered and evaluated by the Court in said Civil Case No. 6518.

'Offer of Evidence - The Court shall consider no evidence which has not been formally offered. The purpose for which the evidence is offered by him.' (De Castro v. Court of Appeals, et. al., 75 Phil. 834). Underscoring supplied.

'Any evidence which the party desires to submit to the consideration of the Court must formally be offered by him.' (De Castro v. The Court of Appeals, et al., 75 Phil. 834).

'The offer is necessary because it is the duty of a judge to rest his findings of facts and his judgement only and strictly upon the evidence offered by the parties at the trial.' (U.S. v. Solano, 33 Phil. 582; Dayrit v. Gonzales, 7 Phil. 182).

DISCUSSION

"As aforesaid, no evidence, testimonial and documentary for the defendant Jose Renato Lim can be considered by the Court in Civil Case no. 6518, for failure on his part to offer any evidence in his defense. It follows, therefore, that the evidence adduced by the plaintiff Marcelino Tan, particularly his testimony in open Court in the same case, is uncontroverted, hence, it is deemed conclusive.

'The testimony which stands uncontroverted is deemed conclusive.' (Dela Cruz vs. Asociacion Zanjera Casilian, 83 Phil. 214-215)."

The respondent court was the contrary view. It disregarded the failure of respondent Jose Lim to formally offer his evidence in Civil Case No. 6518 since the said respondent offered his evidence in Civil Case 6521 which was jointly heard with Civil Case No. 6518. The respondent court rules that was offered in the legal redemption case also constituted evidence that was offered in the legal redemption case also constituted evidence in the injunction case, in the wise:

"Going to the Injunction Case, the trial court found for the plaintiff-appellee Marcelino Tan because because his evidence is uncontroverted, appellant Jose Renato Lim not having offered any testimonial and documentary evidence in his defense.

"Under ordinary circumstances, the posture taken by the trial court would have been correct. In this case, however the absence of any formal offer of evidence cannot be equated with lack of evidence.

"The Injunction and Legal Redemption Cases were jointly heard, this much is clear not from the very first sentence of the Decision but also from the statements of the trial court at the hearing on June 21, 1984 that 'this is a joint trial of the two civil cases that we make it a joint hearing but separate trial.', and that 'some testimony of this witness may have a bearing on the other case,' (pp. 2, 11-14, TSN June 21, 1984).

"In accordance with this express ruling of the trial court and the agreement of the parties, the proceedings that were taken were deemed joint proceedings for the two (2) cases and any evidence introduced in any of this cases is deemed evidence for both cases. This was clarified by the trial court to counsel for defendant-appellant Jose Renato Lim on April 25, 1986 when it stated that the cases are heard jointly and that it will even *motu proprio* consider the evidence in one case as evidence in the other:

'ATTY. LIM

I would x x x just like to seek a clarification because whenever these two cases are set for hearing, they are set on the same date, your honor. But it is my understanding, your Honor, that these cases are not to be jointly tried, because they involve different parties.

'COURT

Joint but separate trial. So whatever is required in the other case, we can take from the other case.

'ATTY.LIM

Subject to the manifestation of the parties, your Honor.

'COURT

But there was already an understanding.

'ATTY. LIM

There is x x x no understanding, your Honor.

'COURT

But whatever testimony of the witness that may be applicable to the other case, the Court will take that into account. If there is any relevance to the other, without the necessity of calling again the witness...

'ATTY. LIM

If the counsel adopts the testimony of the witness in one case to the other case. Because when we cross-examine, I cross-examine for that particular case. So to x x x avoid x x x surprise to the counsel for the plaintiff I would like to make that clear, your Honor.

'COURT

Because I understand that the outcome of the case will have a material bearing on the material issue in the other case.

'ATTY. LIM

But the counsel should make that manifestation clear so that . . . for the other party to consider in the light of the cross examination, your Honor.

'COURT

Because I think during the previous hearings you already informed the parties that it will be a jointly but separate trial considering that the issue in these case (sic) in these case (sic) are intermably linked with each other.

'ATTY. LIM

So if they jointly but separate, it would be necessary for the parties to manifest whatever evidence in one case they are adopting.

'COURT

That would be up for the Court. It doesn't even have to wait for the manifestation of the counsels.

'ATTY. LIM

I was only saying that since these cases are to be heard separately there should be at least a manifestation.

'COURT

I believe that the Court on its own motion can do the . . . ' (pp. 51-55, TSN, April 25, 1986)

Notwithstanding the clarifications made by the trial court that the evidence in one case may be utilized by the trial court in the other whenever relevant and even on its own motion, counsel for the defendant-appellant Jose-Renato Lim nevertheless declared at the hearing held on November 26, 1987 that he was adopting the evidence in the Injunction Case and that had already been offered as appellant's evidence in the Legal Redemption Case:

Your Honor, we are reproducing the evidence presented by the defendants in Civil Case No. 6521 entitled 'Luz Briones, et al., versus Jose Renato Lim, et al.

'ATTY. REYES

Your Honor, counsel is asking a mark of Exhibit 14 when he has no Exhibit 1 yet.

'COURT

That should be Exhibit 1 with respect to this case.

'ATTY. LIM

Your Honor, we are reproducing, we are adopting the evidence on the other case.

'COURT

Yes but you are presenting this exhibit now on this case No. 6518.

'ATTY. LIM

You Honor, what I'm planning to do, because I am adopting my exhibits in the other case...

'COURT

Yes but this marking here.

'ATTY. LIM

My last exhibit there in that other case is Exhibit 13 in this redemption...

'COURT

So you offer in rebuttal?

'ATTY. LIM

Because I am adopting those exhibits, this will bear the marking in this case.

'COURT

Anyway this is a joint trial?

'ATTY. LIM

Yes, Your Honor,'[32]

It may be true that Section 34, Rule 132 of the rules directs the court to consider no evidence which has not been formally offered and that under Section 35, documentary evidence is offered after presentation if testimonial evidence. However, a liberal interpretation of these Rules would have convinced the trial court that a separate formal offer of evidence in Civil Case No. 6518 was superfluous because not only was an offer of evidence made in Civil Case No. 6521 that was being jointly heard by the trial court, counsel for Renato Lim had already declare he was adopting these evidences for Civil Case No. 6518. The trial Court itself stated that it would freely utilize in one case evidence adduced in the other only to later abandon this posture. Jose Renato Lim testified in Civil Case No. 6518. The trial court should have at least considered his testimony since at the time it was made, the rules provided that testimonial evidence is deemed offered at the time the witness is called to testify.[33] Rules of procedure should not be applied in every rigid, technical case as they are devised chiefly to secure and not defeat substantial justice.

The trial court's interpretation on the application of the rules on evidence, which while technically sound, was correctly addressed by the respondent court when it said:

"While under Section 34 of Rule 132 of the Rules of Court the court shall not consider any evidence that has not been formally offered, the record discloses that the defendant-appellant Jose Renato Lim formally offered his documentary evidence was formally offered his documentary evidence in the Legal Redemption Case at the hearing on March 5, 1996 when his counsel made an oral offer. It, therefore, cannot be said that no evidence

was formally offered in the Injunction Case since, consistent with the declarations of the trial court and the understanding and the agreement of the parties, the same evidence that was offered in the Legal redemption Case also constituted evidence in the Injunction Case whenever it so appeared to be relevant and whenever deemed proper by the trial court *motu proprio*.

" That the evidence in one case has a bearing on the other was made clear by the trial court itself and by counsel for plaintiffs-appellees himself in the Legal Redemption Case at the hearing on June 21, 1984.

'COURT

Eventually some testimony of this witness may have a bearing on the other case, she is not yet through with her testimony.

'ATTY. REYES

Definitely it has a bearing, Your Honor, because the subject matter of these two cases is basically the same.

x x x x x x x x

COURT

It is up for the Court to appreciate the evidence.' (pp. 12-14, TSN, June 21 1984)"[34]

The logic of the Court of Appeals is highly persuasive. Indeed, apparently, the trial court was being overly technical about the non-submission of Jose Renato Lim's formal offer of evidence. This posture not only goes against Section 6, Rule 1 of the Rules of Civil Procedure decreeing a liberal construction of the rules to promote a just, speedy and inexpensive litigation but ignores the consistent rulings of the Court against utilizing the rules to defeat the ends of substantial justice. Despite the intervening years, the language of the Court in *Manila Railroad Co. vs. Attorney-general*,[35] still remains relevant:

" x x x. The purpose of procedure is not to thwart justice. Its proper aim is to facilitate the application of justice to the rival claims of contending parties. It was created not to hinder and delay but to facilitate and promote the administration of justice. It does not constitute the thing itself which courts are always striving to secure to litigants. It is designed as the means best adapted to obtain that thing. In other words, it is a means to an end. It is the means by which the powers of the court are made effective in just judgments. When it loses the character of the one and takes on that of the other the administration of justice becomes incomplete and unsatisfactory and lays itself open to grave criticism."

We further take into account that counsel for petitioners lengthily cross-examined the witnesses for private respondents in Civil Case No. 6521. Thus, any supposed defect that may have arisen with the purported absence of a formal offer of evidence in Civil Case No. 6518 was cured.

The remaining issue on the mootness of the injunction complaint need not detain us long. We quote with approval the observation of the respondent court on this issue, thus:

"Be that as it may, plaintiff-appellee Marcelino Tan's cause of action for mandatory injunction to open the gate fronting Ancheta Street has been rendered moot and academic by sheer passage of time since plaintiff-appellee Marcelino Tan's right to occupy the premises had long expired. Besides, there is even no showing that the front portion of the property where the gate was located was burdened by a servitude in favor of the interior portion. Plaintiff-appellee Marcelino Tan's complaint in the Injunction Case is not even is not even premised on a legal easement of right of way and was not coupled with an offer to pay proper indemnity (Article 649, Civil Code)."[36]

Imputing error on the Court of Appeals, Marcelino Tan argues in his petition:

"In its assailed decision, the Hon. Respondent Court of Appeals claims that the complaints was rendered moot and academic by the passage of time. It is to be stressed that Petitioner Marcelino Tan's failure to continuously occupy has been unlawfully interrupted by the Private Respondents Jose Renato Lim and as such he should not be allowed to profit therefrom. Moreover, it is not for the Private Respondent to invoke the expiration of the lease. To sustain the view that the complaint has been rendered moot and academic is to put premium to an illegal act which should not be sanctioned." [37]

We sustain the Court of Appeals. The complaint for injunction is dependent on petitioner Marcelino Tan's right to possess a portion of the property as lessee. The expiration of the lease contract simply resulted in the loss of his possessory rights. Whatever loss resulted from the interruption of Marcelino Tan's possession during term of the lease cannot be remedied by injunction but by a claim for damages. Thus, the action for injunction, there being no existing lease from which right of possession results, must be considered moot. Respondents court likewise correctly held that petitioner Marcelino Tan has no demonstrable right to an injunction for there is no evidence that he has an easement of right of way to Ancheta Street, either by virtue of a title or prescription or that the conditions on a legal easement were properly met, to justify an injunction to be issued.

Furthermore, Marcelino Tan's proof of damages is simply inadequate, providing no basis for the award of actual, moral or exemplary damages. Thus, we affirm the ruling of the respondent court that;

"Under Article 2199 of the Civil Code, actual damages are awarded only upon adequate proof, no such adequate proof of loss exists on record. Even construction materials. Indeed as pointed out by defendant-appellant Jose Renato Lim who took them or had them taken. Besides, as owner of these materials, plaintiff-appellee Marcelino Tan should have exercised due diligence in minimizing the damage to him by either attempting to recover the materials or by reporting the loss to the authorities (Article 2203, Civil Code), which he did not. Such conduct is not ordinarily expected of the one who has lost valuable property.

"With regard to moral damages, suffice it to state there being no adequate proof that defendant-appellant Jose Renato Lim encroached upon the portion of the property leased by the plaintiff-appellee Marcelino Tan or that plaintiff-appellee Marcelino Tan suffered loss of construction materials, the anxiety, wounded feelings and embarrassment he claims to have to have no evidentiary basis. For the same reasons, there be no award for attorney's fees or exemplary damages." [38]

In sum, the respondent court did not err in reversing the decision of the trial court.

WHEREFORE, the decision dated September 26, 1996 of the Court of Appeals is hereby **AFFIRMED** in toto.

SO ORDERED

Regalado, (Chairman), Melo, Puno and Mendoza JJ., concur.

[1] Penned by Associate Justice Corona Ibay-Somera, Chairman, Special Ninth Division, and concurred in by Associate Justice B.A. Adefuin dela Cruz and Justice Celia Lipana-Reyes.

[2] Entitled "Marcelino Tan, plaintiff, v. Jose Renato Lim, Defendant.

[3] Entitled "Luz Briones, et al., plaintiffs, v. Sps. Jose Renato Lim, et al., defendants.

[4] Decision in Civil Cases Nos. 6518 & 6521; pp. 296-325, CA Rollo

[5] Decision in CA-G.R. No. 39453, pp.36-38. Records.

[6] Deeds of Absolute executed by Ambrocio, Felisa, Juanito, Arturo and Teofila Briones (Exhibits C, D, E, F &

G, respectively); pp. 43-45-48, Rec.

[7] Deeds of Absolute Sale executed by Antonia Briones, Adoracion, Purification, Oscar, Lilia & Imelda, all surnamed Reyes (Exhibits I & J); pp. 51-52, Rec.

[8] Contract of Lease date March 12, 1983 (Exh. 1); p.5, Rec.

[9] RTC Decision, p. 100, Rollo.

[10] CA Decision, pp. 46-50, Rollo.

[11] RTC Decision, pp.99-100, Rollo.

[12] CA decision, pp. 56-61, rollo.

[13] CA Decision, pp. 62-66, Rollo.

[14] Resolution dated February 4, 1997; p.71, Rollo.

[15] Petition, p.20, Rollo.

[16] P.I, Petition dated February 27, 1997.

[17] Uniland Resources v. Development Bank of the Philippines, 200 SCRA 751 [1991].

[18] Supra

[19] 155 SCRA 24 [1987]

[20] Decision, pp. 46-48, Rollo.

[21] CA Decision, pp. 49-50, Rollo.

[22] CA Decision, p. 50 Rollo.

[23] Article 1356, Civil code, Ibid.

[24] 250 SCRA 523, 537 [1995]

[25] Article 1403, Civil Code.- The following contract are unenforceable, unless they are ratified:

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

2) Those that do not comply with the statute of Frauds as set forth in this number. In the following cases an agreement hereafter made shall be unenforceable by action, unless the same, or some note or memorandum thereof, be in writing, and subscribe by the party charged, or by his agent; evidence, therefore, of the agreement cannot be received without the writing, or a secondary evidence of its contents:

a) An agreement that by its terms is not to be performed within the year from the making thereof;

b) A special promise to answer for the debt, default, or miscarriage of another;

c) An agreement made in consideration of marriage, other than a mutual promise to marry;

d) An agreement for the sale of goods chattels or things in action, at a price not less than five hundred pesos, unless the buyer accept and receive part of such goods and chattels, or the evidences, or some of them, of such

things in action, or pay at the time some parts of the purchase money; but when a sale is made by auction and entry is made by the auctioneer in his sales book, at the time of the sale, of the amount and kind of property sold, terms of sale, price, names of purchasers and person on whose account the sale is made; it is memorandum.

e) An agreement for the leasing for a longer period than one year, or for the sale of real property or of an interest therein;

f) Those where both parties are incapable of giving consent to a contract.

[26] 78 Phil. 196, 203 [1947]

[27] 80 SCRA 654 [1997].

[28] Article 1356, Civil Code.

[29] Article 1318, *supra*.

[30] *Embrado vs. Court of Appeal*, 233 SCRA 335, 337 [1994]

[31] Article 712, Civil Code.

[32] Pp. 56-60, *Rollo*.

[33] Section 34, Rule 132. Revised Rules of Evidence.

[34] *Rollo*, pp. 56-62.

[35] 20 Phil. 523, 530 [1911]

[36] *Rollo*, p. 66

[37] *Rollo*, p. 30.

[38] CA Decision, pp. 30-31; *Rollo*, pp. 67-68.

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.