

**SPOUSES PRUDENCIO ROBLES AND SUSANA DE ROBLES,
PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, SECOND
LAGUNA DEVELOPMENT BANK AND SPOUSES NILO DE ROBLES AND
ZENAIDA DE ROBLES, ...**

G.R. No. 128053. June 10, 2004

Ponente: TINGA, J.

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TINGA, J.:

This case once again puts into focus the distinction between redemption and repurchase of foreclosed property.

Before this Court is a Petition for Review on Certiorari, the subject of which is a Decision[1] of the Court of Appeals affirming in toto the Decision[2] of the Regional Trial Court of Laguna in a case for “Annulment of Certificate of Sale, Deed of Absolute Sale, Reconveyance, Damages and Preliminary Injunction” rendered in favor of the herein private respondents.

Prior to this controversy, petitioner spouses Prudencio and Susana de Robles obtained a loan of P48,000.00 from respondent Laguna Development Bank on April 29, 1980. As security, petitioners executed a deed of real estate mortgage over a parcel of land covered by Transfer Certificate of Title (TCT) No. T-55918 registered in their names.

On account of the petitioners’ failure to pay their loan on due date, respondent bank caused the subject land to be sold at public auction by the Office of the Provincial Sheriff of Laguna in Foreclosure Case No. F-2174. Respondents state that the sale occurred on May 15, 1984 while petitioners claim that it happened on May 14, 1984.

Respondent bank was the highest bidder with a bid of P90,914.86. On May 31, 1984, the certificate of sale issued in favor of respondent bank was registered with the Registry of Deeds.

The one-year redemption period expired on May 31, 1985, without petitioners exercising their right of redemption. Hence, on June 25, 1985, more than one year after the certificate of sale was registered, TCT No. T-102153 was issued in favor of the respondent bank.

On November 29, 1990, respondent bank sold the subject land to respondent spouses Nilo and Zenaida de Robles and a new title, TCT No. T-123344, was issued in their names.

Sometime in the first week of December 1990, petitioners went to respondent bank and offered to redeem the subject land. The bank informed them that the property had already been sold to respondent spouses and accordingly rejected petitioners’ offer. This prompted petitioners to file the aforesaid case with the trial court on January 24, 1991. Respondent spouses prevailed in the case, with the trial court rendering its decision, declaring the foreclosure sale proper and legal and respondent spouses the lawful owners of the subject property.

Petitioners’ challenge of the decision of the Court of Appeals rests mainly on their claim that the judicial

foreclosure of the mortgage on the subject property is void ab initio due to the alleged attendant fraud and lack of the requisite notice and publication. They also beseech the Court to liberally interpret the rules on redemption in their favor and allow them to retake the subject property on equitable considerations.

The Petition is devoid of merit.

We affirm the validity of the foreclosure sale in favor of respondent bank. The Sheriff's Certificate of Sale belies petitioners' claim that the prescribed notice and publication was not complied with. Said Certificate attests to the fact that the required twenty (20)-day written notice of the time, place and purpose of the sale was posted in three (3) conspicuous public places at Lumban, Laguna where the property is situated and in three (3) other public places in Sta. Cruz, Laguna where the auction sale was to be held, as required by law.[3] In the same Certificate, the Sheriff also declared that a copy of the notice was sent to the mortgagors by registered mail. The notice of sale was published once a week within a period of twenty (20) days in a local publication entitled "Bayanihan." [4]

The statements of the Sheriff are entitled to belief unless rebutted by evidence proving otherwise. The presumption of regularity in the performance of duty applies in this case in favor of the Sheriff.[5] Since petitioners have not rebutted such valid presumption, we have no reason to believe that the Sheriff was remiss in his duties.

Petitioners now take refuge in cases decided by this Court which stress the liberal construction of redemption laws in favor of the redemptioner. *Doronila v. Vasquez*[6] allowed redemption in certain cases even after the lapse of the one-year period in order to promote justice and avoid injustice. In *Tolentino v. Court of Appeals*, [7] the policy of the law to aid rather than defeat the right of redemption was expressed, stressing that where no injury would ensue, liberal construction of redemption laws is pursued and the exercise of the right to redemption is permitted to better serve the ends of justice. In *De los Reyes v. Intermediate Appellate Court*, [8] the rule was liberally interpreted in favor of the original owner of the property to give him another opportunity, should his fortunes improve, to recover his property.

Confronted with this recital, will it be unjust not to allow the petitioners in this case to redeem the subject property? Given the established facts, we find that it is not so.

The cases cited by petitioners are not applicable to this case. Even in *De los Reyes v. Intermediate Appellate Court*, [9] the redemption was allowed beyond the redemption period only because a valid tender was made by the original owners within the redemption period. The same is not true in the case before us.

Instead, we find the case of *Natino v. Intermediate Appellate Court* [10] to be on all fours with the case at hand. That case also involved the annulment of the final deed of sale of the mortgaged property executed in favor of respondent bank. There, it was not disputed that no redemption was made by petitioner spouses Natino within the two-year redemption period expressly provided in the certificate of sale, so the sheriff issued the Final Deed of Sale in favor of respondent bank which had earlier purchased the property in the foreclosure sale. The Natino spouses, however, averred that they were granted by respondent bank an extension of the redemption period, which the bank denied. This Court affirmed the findings of the Court of Appeals, rejecting the alleged extension of the redemption period, to wit:

The right to redeem becomes *functus officio* on the date of its expiry, and its exercise after the period is not really one of redemption but a repurchase. Distinction must be made because redemption is by force of law; the purchaser at public auction is bound to accept redemption. Repurchase however of foreclosed property, after redemption period, imposes no such obligation. After expiry, the purchaser may or may not re-sell the property but no law will compel him to do so. And, he is not bound by the bid price; it is entirely within his discretion to set a higher price, for after all, the property already belongs to him as owner.[11]

As of May 31, 1984, petitioners were redemptioners. As their mortgage indebtedness was extinguished with the foreclosure and sale of the mortgaged subject property, what they had was the right of redemption granted to them by law. But they lost the right when they failed to exercise it within the prescribed period.

It is acknowledged that the redemption period expired on May 31, 1985, exactly one year after the registration of the certificate of sale in favor of respondent bank,[12] and the same had elapsed without petitioners exercising their right of redemption. As a result, ownership of and title to the property was consolidated in favor of respondent bank. Petitioners offered to redeem the subject property only on December 1990, more than six (6) years after the foreclosure sale of May 15, 1984. Evidently, that was a belated attempt at exercising a right which had long expired. To allow redemption at such a late time would simply be unreasonable and would work an injustice on respondent spouses.

However, petitioners claim that they negotiated with respondent bank sometime in 1989 for the extension of the period to redeem and they were allegedly granted a period of one year from January 1990. Respondent bank vehemently denies granting petitioners such an extension. The Court cannot endow credence to petitioners' assertions as they failed to present any documentary evidence to prove the conferment of the extension. Even if we believe the petitioners that they negotiated with the respondent bank sometime in 1989 for the extension of the period to redeem, there was no longer any redemption period to extend as the same had already expired.

Assuming but not admitting that indeed an extension had been granted in petitioners' favor, such an extension would constitute a mere offer on the part of respondent bank to re-sell the subject property to petitioners. Such an offer, however, does not constitute a binding contract.[13]

WHEREFORE, the Petition for Review on Certiorari is DISMISSED and the judgment appealed from is AFFIRMED in toto. Costs against the petitioners.

SO ORDERED.

Puno, (Chairman), Quisumbing, Austria-Martinez, and Callejo, Sr., JJ., concur.

[1] Promulgated on January 31, 1997, penned by Justice Conrado M. Vasquez, Jr., and concurred in by Justices Fidel P. Purisima and Angelina Sandoval Gutierrez.

[2] Promulgated on February 12, 1993 and written by Judge Zorayda Jerradura-Salcedo.

[3] Sec. 3, Act No. 3135, as amended. "Notice shall be given by posting notices of sale for not less than twenty days in at least three public places of the municipality where the property is situated, and if such property is worth more than four hundred pesos, such notice shall also be published once a week for at least three consecutive weeks in a newspaper of general circulation in the municipality or city."

[4] Ibid.

[5] *Umandap v. Sabio*, G.R. No. 140244, August 29, 2000, 339 SCRA 243, 249; Sec. 3(m), Rule 131, Rules of Court.

[6] 72 Phil. 572 (1941).

[7] Nos. L-50405-06, August 5, 1981, 106 SCRA 513.

[8] G.R. No. 74768, August 11, 1989, 176 SCRA 394.

[9] *Supra*.

[10] G.R. No. 73573, May 23, 1991, 197 SCRA 323.

[11] Ibid at 330.

[12] The one-year period begins from the time the certificate of sale is registered with the Register of Deeds. *Agbulos v. Alberto*, No. L-17483, July 31, 1962, 5 SCRA 790; *Reyes v. Noblejas*, No. L-23691, November 25, 1962, 21 SCRA 1027; *Salazar v. Meneses*, No. L-15378, July 31, 1963, 8 SCRA 495 [1963]; *Quimson v. Philippine National Bank*, No. L-24920, November 26, 1970, 36 SCRA 26; *State Investment House, Inc. v. Court of Appeals*, G.R. No. 99308, Nov. 13, 1992, 215 SCRA 734.

[13] Second par., Art. 1479, Civil Code; *Natino v. Intermediate Appellate Court*, *supra* at 332-333.

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