

**SPOUSES ZACARIAS BATINGAL AND ELIZA BATINGAL,  
PETITIONERS, VS. COURT OF APPEALS, JULIA TOLEDO, PETRONA  
TOLEDO AND PAULINO TOLEDO, RESPONDENTS.**

*G.R. No. 128636. February 01, 2001*

Ponente: BELLOSILLO, J.

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**BELLOSILLO, J.:**

This is a petition for review on certiorari of the 21 March 1997 Decision[1] of the Eleventh Division of the Court of Appeals, which affirmed with modification the 25 November 1992 Decision[2] of the Regional Trial Court, Branch 18, Tagaytay City, in two (2) related cases of recovery of property with damages.

In Civil Case No. TG-925, petitioners (defendants therein) were ordered to pay private respondents (plaintiffs therein) P3,250.00 with legal interest at 6% per annum from 1987 until fully paid as actual damages, P20,000.00 as attorney's fees, and P40,000.00 as moral damages; while in Civil Case No. TG-926, petitioners were ordered to pay private respondent Petrona Toledo P383.50 per annum beginning 1984 and for as long as petitioners were in possession of the subject land, with legal interest of 6% per annum, minus P2,000.00 which was the loan secured by the mortgage, as actual damages, P30,000.00 as moral damages, and P20,000.00 as attorney's fees.

In Civil Case No. TG-925, petitioner spouses Zacarias Batingal and Eliza Batingal were lessees of a parcel of land located in Hukay, Silang, Cavite, belonging to private respondents Julia, Petrona and Paulino, all surnamed Toledo. The property was originally a ten (10)-hectare land which was soon after reduced to one-third (1/3), the legitimate share of Paulino, while the two-thirds (2/3) share belonging to Julia and Petrona were sold by them during the term of the lease, which was for a fixed period beginning 1 January 1975 to 31 December 1985.

In 1985, or before the expiration of the lease contract, the Toledos sought to recover the land. However, the Batingal spouses refused to yield the land as they argued that they had yet to harvest the crops planted thereon. After failing to recover the land despite repeated demands, the Toledos filed a complaint on 8 August 1986 against the Batingals for recovery of property plus damages.

On 23 March 1987, during the pendency of the proceedings, the Batingal spouses returned the land to the Toledos claiming that they had already completed the harvest of their crops. Nonetheless, poverty and mounting litigation expenses had by then already depleted the resources of the Toledos which forced them eventually to dispose of the land.[3]

The possessory part of the suit having been mooted by the eventual return of the land, the trial court nonetheless heard the residual claim for damages representing the loss of income of the Toledos from 1984 to 1987 when the land was finally reconveyed to them.

The trial court observed that bad faith was manifest on the part of the Batingals in refusing to return the leased premises; as a consequence, the Toledos became destitute and were compelled to sell their land. Thus, the trial court ordered the Batingal spouses to pay the Toledos P50,000.00 for lost income from 1984 to 1987, P20,000.00

as attorney's fees, and P40,000.00 as moral damages.[4]

The Batingals elevated the case to the Court of Appeals which however upheld the trial court, ruling that defendant-appellants should indeed be held liable for damages since they admitted that they refused to return the land despite the expiration of their lease. The appellate court held that the return of the land during the pendency of the suit was an implied admission of the want of legal basis of their possession. However, it modified the award of actual damages as it explained that the extent of damage should be measured by the amount of stipulated rental which was only P3,000.00 a year.[5] Thus, while the award of attorney's fees and moral damages was maintained, the award of actual damages was modified to P3,250.00, with legal interest at 6% per annum from 1987 until fully paid.[6]

In Civil Case No. TG-926, a parcel of land belonging to Petrona Toledo alone, located in Hukay, Silang, Cavite, with an area of twelve thousand seven hundred and fifty (12,750) square meters, more or less, was the subject of litigation. On 1 September 1974, Petrona mortgaged the land in favor of Eliza Batingal, wife of petitioner Zacarias Batingal, for a period of five (5) years to secure a loan of P2,000.00. Upon its expiration, the mortgage contract was extended for another five (5) years expiring on 16 September 1984.

In May 1983 Petrona Toledo and her siblings Paulino and Julia Toledo executed a Special Power of Attorney referred to as Tangi at Lubusang Karapatan sa Pagbibili ng Lupa authorizing Zacarias Batingal to sell the land.[7]

On 22 February 1984 Petrona executed a Revocation of Power of Attorney cancelling the authority earlier granted to Zacarias Batingal. Thereafter, Petrona offered to pay the loan to release the land from mortgage but the Batingals refused. Thus, on 8 August 1986 Petrona Toledo filed a complaint for recovery of possession of property with damages against them, which was later consolidated with Civil Case No. TG-925.

In their defense, spouses Zacarias Batingal and Eliza Batingal claimed that they could not accept payment of the loan and release the land from mortgage since in 1982 they had already bought the land from Petrona for an agreed amount of P50,000.00, P14,463.00 of which had already been paid by way of cash advances. As proof thereof, they presented a document entitled Kasunduan sa Pagbibili ng Lupa (hereon denominated as "Kasunduan") dated 14 February 1982 purportedly signed by Petrona herself.

Petrona denied the veracity of the Kasunduan insisting she had not signed the same. Such denial was later on supported by a report of a handwriting expert of the National Bureau of Investigation dated 6 October 1987 stating that a comparison of the signatures of Petrona Toledo as contained in the Kasunduan and other documents showed that they were not written by one and the same person; as such, the signature on the Kasunduan could not have been affixed by Petrona Toledo herself. On the basis of this expert evidence, the lower court rejected the Kasunduan for being a forged document and rendered judgment in favor of Petrona. The court a quo ordered the Batingal spouses to pay Petrona the amount of P30,000.00 as compensatory damages for loss of income; P30,000.00 as moral damages and P20,000.00 as attorney's fees. However, concluding that the property had already been disposed, the trial court did not order its return to Petrona.

The Batingals appealed. They insisted that the Kasunduan was signed by Petrona Toledo and that they acted in good faith. In appellees' Consolidated Appeal Brief Petrona, while denying defendant-appellants allegations, claimed that the lower court erred in finding that she had already sold the land subject of the mortgage and in failing to order defendant-appellants Zacarias Batingal and Eliza Batingal to return the land to her. Thus, she prayed that the award of damages be affirmed, and in addition, that the land be ordered reconveyed to her.

The appellate court found no merit in the Batingal spouses' argument. It held that the NBI report was not successfully rebutted and that the use of a forged document proved their bad faith.[8] The appellate court likewise

ruled that although Petrona did not have the right to preterminate the mortgage before 14 September 1984, the Batingals acted unlawfully when they refused the proffered payment of the loan to discharge the mortgage upon the expiration of the mortgage.[9]

As the Batingal spouses were unlawfully withholding possession of the mortgaged property, the appellate court ordered payment of actual damages as reasonable compensation for their unlawful occupancy, the amount of which should be pegged at P383.50 per annum beginning 1984 and for as long as they remained in possession of the subject land, with legal interest at 6% per annum, minus P2,000.00 which was the loan secured by the mortgage,[10] instead of the P30,000.00 awarded by the lower court. The award of moral damages and attorney's fees was retained as the finding of bad faith was affirmed.[11] However, the appellate court refused to entertain Petrona's lone assignment of error which sought to modify the decision of the court a quo for the reason that she had not appealed but had incorporated the error and her prayer for relief merely in the appellees' consolidated brief. The appellate court held that since Petrona failed to file a separate appeal it cannot modify the decision and the correct remedy was for her to have appealed from the decision of the lower court and asked for affirmative relief.

Petitioner spouses now contend in their petition that in Civil Case No. TG-925 the Court of Appeals erred in affirming the trial court's finding that they did not return the leased land on time and that they were in bad faith. They claim that private respondents could not prematurely demand the return of the land as the lease agreement was for a period of ten (10) years, which was to have ended only in 1985. They assert that they had to decline as they had yet to harvest the crops on the land, but as evidence of their good faith, they returned the land as soon as the harvest season was over.

Petitioners likewise assert that the appellate court erred in affirming the finding of the trial court in Civil Case No. TG-926 that the signature of Petrona Toledo in the Kasunduan was a forgery based on the report of the NBI handwriting expert as it was inconclusive. Moreover, they assail the award of moral damages and attorney's fees in favor of private respondents as being without factual or legal basis.

The remedy of appeal by certiorari under Rule 45 of the Rules of Court contemplates only questions of law and not questions of fact. A question of law exists when there is doubt or controversy as to what the law is on a certain state of facts, and there is a question of fact when the doubt or difference arises as to the truth or falsehood of facts.[12]

The issues advanced by petitioners involve only questions of fact previously raised and satisfactorily ruled upon by the court a quo. As a rule, the findings of fact of the Court of Appeals are final and conclusive and cannot be reviewed on appeal by the Supreme Court, provided they are borne out by the record or are based on substantial evidence. This rule can only be controverted by the exceptions set forth in the landmark case of *Ramos v. Pepsi-Cola Bottling Co.*,[13] and reiterated by the Court in its subsequent rulings, none of which exceptions exists in the instant case. The Court of Appeals competently ruled upon the issues raised by petitioners and laid down the proper legal as well as factual basis for its Decision. Thus, we do not see any reason to question its findings.

In private respondents' Comment and Opposition to the petition, they claim that the Court of Appeals erred in refusing to rule upon the failure of the trial court to order the return to Petrona Toledo of the land subject of Civil Case No. TG-926. They assert that irrespective of who among the parties filed the appeal, all the issues involved therein may be submitted for review, especially in exceptional cases wherein no complete relief was granted in the challenged decision.

The rule is clear that no modification of judgment could be granted to a party who did not appeal. It is enshrined as one of the basic principles in our rules of procedure, specifically to avoid ambiguity in the presentation of

issues, facilitate the setting forth of arguments by the parties, and aid the court in making its determinations. It is not installed in the rules merely to make litigations laborious and tedious for the parties. It is there for a reason.

A party who fails to acquire complete relief from a decision of the court has various remedies to correct an omission by the court. He may move for a correction or clarification of judgment, or even seek its modification through ordinary appeal. Counsel for private respondents should not hide nor excuse his failure to properly avail of these remedies on the flimsy argument that the procedure is ridiculous and repetitious.

However, a liberal application of the rule should be adopted in this case so as not to cause injustice to a party whose contentions have remained undisputed and who has in fact ventilated her principal argument in the appellees' Consolidated Appeal Brief filed in the Court of Appeals, as well as in their Comment and Opposition to the instant petition, with full notice to petitioners Zacarias and Eliza Batingal. Private respondent Petrona Toledo is correct in her observation that the trial court erred in finding that the land subject of Civil Case No. TG-926 had already been sold (a matter seriously disputed by her) such that, quite erroneously, it did not order its return or reconveyance to her. To leave the judgment of the appellate court as is would in effect sanction the continued possession and usurpation of the land by petitioners for an indeterminate period to the detriment of its owner. Thus we categorically rule that the subject land should be returned to its lawful owner, private respondent Petrona Toledo. To this extent the assailed Decision is deemed modified.

WHEREFORE, the Decision of the Court of Appeals which ordered petitioner spouses Zacarias Batingal and Eliza Batingal to pay private respondents Julia, Petrona and Paulino, all surnamed Toledo, P3,250.00 with legal interest at 6% per annum from 1987 up to the time of payment as actual damages, P20,000.00 as attorney's fees and P40,000.00 as moral damages in Civil Case No. TG-925 is AFFIRMED, with the MODIFICATION that petitioners are likewise ordered to return or reconvey the land subject of Civil Case No. TG-926 to private respondent Petrona Toledo within fifteen (15) days from finality of this Decision. Moreover, petitioners are ordered to pay private respondent Petrona Toledo P383.50 per annum beginning 1984 with 6% legal interest until subject land is finally returned to her, minus P2,000.00 which is the amount of the loan secured by mortgage, as actual damages, P30,000.00 as moral damages and P20,000.00 as attorney's fees.

**SO ORDERED.**

Mendoza, Quisumbing, Buena and De Leon, Jr., JJ., concur.

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[1] Decision penned by Justice Hilarion L. Aquino, concurred in by Justices Jesus M. Elbinias (now retired) and Eubulo G. Verzola, CA-G.R. CV No. 41580.

[2] Decision penned by Judge Julieta P. Tabiolo, RTC-Br. 18, Tagaytay City.

[3] Rollo, pp. 67-68.

[4] Id., p. 68.

[5] Ibid.

[6] Actual loss should be counted from the time the property was unlawfully withheld until it was returned, or from 1 January 1986 to 27 March 1987. Thus, actual loss sustained was only P3,250.00.

[7] The Special Power of Attorney was signed by the Toledo siblings even if the property to be sold only belonged to Petrona Toledo.

[8] Rollo, p. 107.

[9] Ibid.

[10] See Note 5.

[11] The Court of Appeals ordered the defendant-appellants Zacarias Batingal and Eliza Batingal to pay "plaintiff-appellee" damages without specifying that the plaintiff-appellees in Civil Case Nos. TG-925 and TG-926 were different. In Civil Case No. TG-925 damages should be awarded to Julia Toledo, Petrona Toledo and Paulino Toledo, while in Civil Case No. TG-926 damages should be awarded only to Petrona Toledo.

[12] Ramos v. Pepsi-Cola Bottling Co., No. L-22533, 9 February 1967, 17 SCRA 289.

[13] Ibid.

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