

**ESPERANZA SALES BERMUDEZ, PETITIONER, VS. HELEN S. GONZALES, EDGARDO S. GONZALES, MARINA N. GONZALES, ROMANO S. GONZALES, DARIA GONZAGA AND HON. COURT OF APPEALS, RESPONDENTS.**

*G.R. No. 132810. December 11, 2000*

Ponente: PARDO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-132810/>

---

**PARDO, J.:**

The Case

The case is an appeal[1] from the decision of the Court of Appeals[2] dismissing petitioners' special civil action for certiorari which assailed the order of the Regional Trial Court, Tarlac, Tarlac, Branch 65[3] issuing a writ of demolition in favor of private respondents.

Factual Background

On November 28, 1968, Severo Sales (hereinafter referred to as "Severo") and his daughter, Esperanza Sales Bermudez (hereinafter referred to as "Esperanza") filed with the Court of First Instance, Tarlac, Branch 3 a complaint for "Annulment of Deed" against Leonilo Gonzales (hereinafter referred to as "Leonilo").[4]

In the complaint, Severo and Esperanza alleged:

- (1) That Severo was the owner of an unregistered parcel of land located in the Municipality of Bugallon, Province of Pangasinan with an approximate area of five thousand two hundred and twenty nine (5,229) square meters.
- (2) That on December 24, 1968, Severo donated a portion of property (nine hundred (900) square meters) to Esperanza.
- (3) That sometime in January 1959, Severo entered into an agreement with the late Ernesto Gonzales for the lease of the remaining portion of the land, with an approximate area of four thousand three hundred thirty nine (4,339) square meters in the amount of P2,700.00.
- (4) That pursuant to this lease agreement, Ernesto Gonzales made Severo and his wife, Margarita Ferrer sign a document. They were not given a copy of this document.
- (5) That in the later part of October 1968, Severo received a photostatic copy of a Deed of Sale covering an area of five thousand seven hundred and thirty three (5,733) square meters of the subject land, signed by him and his wife at San Manuel, Tarlac and ratified before a Notary Public.[5]

Severo claimed that he never signed the deed of sale and that if ever there was a transaction over the subject land, it was one of mortgage and not of sale, thus the complaint for "Annulment of Deed".

Leonilo is the son and predecessor-in-interest of the late Ernesto Gonzales. Before the Court of First Instance,

Leonilo claimed:

- (1) That the subject land was transferred to him by virtue of the assailed Deed of Sale;
- (2) That Severo and Esperanza have been staying on the said land not as its owners but as ordinary occupants, without rent and only because of his tolerance;
- (3) That he paid for the real estate taxes on the said land from 1960 to 1968.[6]

On October 27, 1969, the Court of First Instance[7] decided the case in favor of Leonilo, stating that the testimonies of Severo and Esperanza were not convincing enough to overthrow the deed of sale as a public document and that convincing evidence did not support the fraud. We quote the dispositive portion:

"WHEREFORE, judgment is hereby rendered in favor of the defendant and against the plaintiffs, ordering the latter.

"1. Ordering the dismissal of the complaint;

"2. Declaring that the defendant is the lawful owner of the land described in Exhibit "2" and "2-A (Same as exhibit "H") and is, therefore, entitled to the possession thereof;

"3. Ordering the plaintiffs, jointly and severally, to pay the defendant the sum of P2,000.00 by way of attorney's fees;

"4. Ordering the plaintiffs, jointly and severally to pay the costs.

"SO ORDERED." [8]

Unsatisfied, petitioners appealed to the Court of Appeals.[9]

On October 27, 1972, defendant Leonilo passed away.

On December 19, 1974, the Court of Appeals[10] promulgated its decision affirming the afore-quoted decision, thus:

"WHEREFORE, the decision appealed from is hereby affirmed with the sole modification that the plaintiffs shall only pay, jointly and severally, the amount of P1,000.00 to the defendant as attorney's fees, without pronouncements as to costs.

"SO ORDERED." [11]

Again aggrieved, petitioners appealed to the Supreme Court.[12]

On July 29, 1992, this Court, through the ponencia of Associate Justice Flerida Ruth P. Romero,[13] promulgated a decision upholding the validity of the deed of sale and affirmed the decision of the Court of Appeals.[14]

On October 28, 1992, the decision of the Supreme Court became final and executory and entry of judgment was made.[15]

On August 11, 1993, Leonilo's heirs, respondents Helen Santos Gonzales, Edgardo Gonzales, Marina Gonzales and Romano Gonzales (hereinafter referred to by their first names, "Helen", "Edgardo", "Marina", and "Romano" respectively) filed with the trial court a "Notice of Substitution of Parties." [16]

On August 20, 1993, petitioner received copy of the notice of substitution.[17]

On March 3, 1994, the trial court granted respondents' "Motion for Execution and Appointment of Special Sheriff."

On October 21, 1994, the Regional Trial Court, Tarlac, Branch 65, through its Branch Clerk of Court, Atty. Enrico G. Barin issued a writ of execution addressed to Special Sheriffs Robert Tuquero and Antonio Leano, Office of the Provincial Sheriff, Regional Trial Court, Tarlac, Tarlac. The writ reads:

"NOW THEREFORE, you are hereby commanded to cause the execution of the aforesaid judgment to levy the goods and chattels of the plaintiffs, except those which are exempt from execution; and to make sale thereof in accordants (sic) the procedure outlined by Rule 39, Revised Rules of Court and in such cases made and provided, together with all your lawful fees for the service of this Writ.

"In case sufficient personal property of the plaintiffs cannot be found whereof to satisfy the amount of said judgment you are hereby directed to levy the real property of said plaintiffs and to sell the same or so much thereof in the manner provided for by law for the satisfaction of the said judgment.

"WITNESS, the HON. RODOLFO V. TOLEDANO, Acting Judge of this Court."[18]

On June 20, 1995, the trial court issued an "Alias Writ of Execution" in favor of respondents.

On August 3, 1995, Sheriffs Leano and Toquero issued a certification to the effect that respondents were placed in possession of the subject land by virtue of the June 20, 1995, alias writ of execution.[19]

#### Facts Subject of the Petition

On November 2, 1995, respondents filed with the trial court, a "Petition for Demolition" alleging that Severo and petitioner Esperanza were given thirty (30) days from August 3, 1995, to remove and transfer their house erected on the subject property, but "since then and up to now, there is no visible effort on the part of the said parties to comply with the execution conducted."[20]

On November 17, 1995, Severo and petitioner filed their opposition to the petition for demolition.[21]

On June 21, 1996, the trial court issued an order to wit:

"WHEREFORE, let a writ of demolition be issued in favor of defendants, immediately."[22]

On July 17, 1996, petitioner filed with the trial court a motion for reconsideration of the above-quoted order.

On January 24, 1997, the trial court found the motion for reconsideration to be bereft of merit and denied it.[23]

On February 27, 1997, petitioner filed with the Court of Appeals a petition for certiorari with prayer for the issuance of a preliminary injunction and temporary restraining order.[24]

On December 12, 1997, the Court of Appeals dismissed the petition, thus:

"WHEREFORE, the petition for certiorari, is hereby DENIED DUE COURSE and is DISMISSED."[25]

On January 8, 1998, petitioner filed with the Court of Appeals a motion for reconsideration.

On February 27, 1998, finding no cogent reason to reconsider its decision, the Court of Appeals denied the motion.[26]

Hence, this petition.[27]

#### Petitioner's Submission

Petitioner submits that the lower court gravely abused its discretion when it issued a writ of demolition without allowing her to prove her rights as a "builder in good faith" under Article 448[28] of the Civil Code.

#### The Court's Ruling

At the outset, it is necessary to state that in an appeal by certiorari to this Court, only questions of law may be raised. For a question to be one of law, it must involve no examination of the probative value of the evidence presented by the litigants or any of them.[29] This Court is not a trier of facts.[30]

In this appeal, the issue is one of law. Did the Court of Appeals err when it refused to issue a writ of certiorari?

We rule that it did.

At the heart of this case is a factual controversy which the trial court must first determine before issuing a writ of demolition. When it failed to do so, it disregarded basic principles of due process. Such error may be corrected by a writ of certiorari.

The factual question is: When was the house subject of the writ of demolition built?

Petitioner avers that the house was constructed long before the execution of the deed of sale in 1959.[31] In stark contrast, the trial court implied that the house was built after petitioner lost the case in the Supreme Court, stating,

"Knowing fully well that they have lost the case, they should not have built such kind of structure which is in direct defiance of the decision of the Court." [32]

The trial court saw no need for the presentation of evidence on this issue stating that "what remains is merely an implementation of the decision of the Supreme Court (dated July 29, 1992)." [33]

We do not agree. The actual turn over of the land to respondents and whether petitioner needs to be reimbursed for the value of the house are two separate issues.

The trial court's conclusion that the house was built after petitioner had lost the case is not supported by evidence. In fact, in their comment filed with the Court of Appeals, respondents impliedly admitted that the house originally existed and that petitioner and her father merely made some "constructions, renovations and additions" [34] thereto in bad faith.

"Bad faith does not simply connote bad judgment or negligence." [35] "It imports a dishonest purpose or some moral obliquity and conscious doing of wrong. It means a breach of a known duty through some motive or interest or ill will that partakes of the nature of fraud." [36]

Good faith is presumed and the burden of proving bad faith rests on the one alleging it. [37] It is a question of fact that must be proven. [38] The trial court's statement is a mere conjecture and has no support in the records.

The question before the Court of Appeals was whether the trial court acted with grave abuse of discretion in precipitately issuing a writ of demolition without a hearing. The Court of Appeals held that it did not. This is a reversible error. No less than the Constitution provides that "No person shall be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws." [39]

In *Manzano v. Court of Appeals*, [40] we stated that before demolition could be effected, the parties concerned should "at least be given a chance to be heard concerning the interest they claim to possess on said properties." If demolition is involved, there must be a hearing on the motion and due notice. [41]

The right to a hearing includes the right of the party interested to present his own case and to submit evidence in support thereof. [42] The trial court denied petitioner this right. The trial court committed grave abuse of discretion as it evaded and virtually refused to perform a positive duty enjoined by law. [43]

Above premises considered, we find it unnecessary to pass upon the other issues raised.

The Fallo

WHEREFORE, the petition is GRANTED. The decision of the Court of Appeals promulgated on December 12, 1997 in CA-G. R. SP No. 43517 is REVERSED and the writ of demolition issued by the Regional Trial Court, Tarlac, Branch 65, in Civil Case No. 4469 on June 21, 1996, is SET ASIDE.

IN LIEU THEREOF, the case is REMANDED to the court of origin for determination of the question of when the house, subject of the writ of demolition, was actually built and when any additions, renovations and improvements thereon were made, and whether petitioner has the right to be compensated or reimbursed for its value, with instruction that the court proceed with all deliberate dispatch.

No costs.

**SO ORDERED.**

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Ynares-Santiago, JJ., concur.

---

[1]Under Rule 45 of the 1997 Rules of Civil Procedure.

[2]In CA-G. R. SP No. 43517, promulgated on December 12, 1997, Artemon D. Luna, J., ponente, Godardo A. Jacinto and Roberto A. Barrios, JJ., concurring.

[3]In Civil Case No. 4469, dated June 21, 1996, Judge Angel J. Parazo, presiding.

[4]Docketed as Civil Case No. 4469.

[5]Court of Appeals Rollo, pp. 23-26.

[6] Court of Appeals Rollo, pp. 27-29.

[7]Judge Jose C. De Guzman, presiding.

[8]Rollo, p. 192.

[9]Docketed as CA-G. R. No. 47753.

[10]Associate Justice Ramon C. Fernandez, ponente, with Associate Justices Ricardo C. Puno and Mariano Serrano, concurring.

[11]Rollo, p. 202.

[12]Docketed as G. R. No. L-40145.

[13]Associate Justices Hugo E. Gutierrez, Jr., Florentino P. Feliciano, Abdulwahid A. Bidin and Hilario G. Davide, Jr., concurring.

[14]Rollo, p. 214.

[15]In G. R. No. L-40145, Rollo., p. 216.

[16]Rollo, p. 60.

[17]Ibid., pp. 245, 280.

[18]Ibid., pp. 64-65.

[19]Rollo, p. 66.

[20]Ibid., p. 67.

[21]Rollo, pp. 71-72.

[22] Ibid., p. 48.

[23]Ibid., p. 50.

[24]Docketed as CA-G. R. SP No. 43517.

[25]Rollo, p. 24.

[26]Rollo, p. 25.

[27]Petition filed on March 16, 1998, Rollo, pp. 3-17. On September 20,1999, we resolved to give due course to the petition, Rollo, p. 146-147.

[28]Art. 448 of the Civil Code states, "The owner of the land on which anything has been built, sown or planted in good faith, shall have the right to appropriate as his own the works, sowing or planting, after payment of the indemnity provided for in Articles 546 and 548, or to oblige the one who built or planted to pay the price of the land, and the one who sowed the proper rent. However, the builder or planter cannot be obliged to buy the land if its value is considerable more than that of the building or trees. In such case, he shall appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease in case of disagreements the court shall fix the terms thereof."

[29]Serna v. Court of Appeals, 308 SCRA 527 [1999].

[30]Don Orestes Romualdez Electric Cooperative, Inc. (Dorelco) v. National Labor Relations Commission, 319 SCRA 255 [1999].

[31]Court of Appeals Rollo, p. 4.

[32]Ibid., p. 22.

[33]Ibid.

[34]Court of Appeals Rollo, pp. 62-63.

[35]Tan v. Northwest Airlines, Inc., G. R. No. 135802, March 3, 2000.

[36]Magat v. Court of Appeals, G. R. No. 124221, August 4, 2000.

[37]AFP Mutual Benefit Association, Inc. v. Court of Appeals, G. R. Nos. 104769-135016, March 2, 2000.

[38]National Food Authority v. Court of Appeals, 311 SCRA 700 [1999].

[39] Article III, Section 1, 1987 Constitution.

[40]121 Phil. 803, 805 [1965].

[41]Lu v. Judge Orlando Ana F. Sapiano, AM MTJ-99-1199, July 6, 2000.

[42]Serrano v. National Labor Relations Commission, G. R. No. 117040, January 27, 2000.

[43]De Vera v. Hon. Benjamin V. Pelayo, G. R. No. 137354, July 6, 2000.

**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.