

SPS. SALVACION SERRANO LADANGA AND AGUSTIN LADANGA, PETITIONERS, VS. BERNARDO ASENETA, RESPONDENT.

G.R. NO. 145874. September 30, 2005

Ponente: CORONA, J.

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CORONA, J.:

Before us is a petition for review under Rule 45 of the Rules of Court seeking to reverse and set aside the decision[1] of the Court of Appeals which affirmed the judgment[2] of Branch 93, Regional Trial Court (RTC), Quezon City.

The facts follow.

Petitioner Salvacion Ladanga and respondent Bernardo Aseneta were first cousins. They were both reared and educated by their aunt Clemencia Aseneta. Respondent Bernardo was adopted by Clemencia on June 30, 1961 in a special proceeding[3] before the then Juvenile and Domestic Relations Court (JDRC) of Manila.

In her lifetime, Clemencia Aseneta owned several parcels of land in Manila, Quezon City and Albay from which she derived rentals. Among these properties was the disputed parcel of land located in Diliman, Quezon City.

Respondent Bernardo alleged that sometime in 1974, Clemencia complained that she was not receiving the rentals from petitioner spouses to whom she had entrusted the administration of her properties. Bernardo investigated the matter. He found out that Clemencia purportedly sold nine parcels of land[4] to petitioner spouses on April 6, 1974. Among the properties sold was the land in Diliman, Quezon City covered by TCT No. 5813 (Diliman property). The deed of sale[5] showed that the land had been sold by Clemencia to petitioner Salvacion for only P20,000 although the market value stated in the tax declaration was P134,130. TCT No. 197624 was then issued by the Register of Deeds of Quezon City to petitioner Salvacion Serrano Ladanga. The consideration for the eight other properties sold to petitioner spouses on the same day amounted to P60,200 which was supposedly paid in cash to Clemencia.

Respondent Bernardo also found out that a parcel of land in Cubao, Quezon City and covered by TCT No. 177619 (Cubao property) had been sold by Clemencia to petitioner Salvacion on November 8, 1974. The lot was priced at P12,000[6] although the market value stated in the tax declaration was P42,000. TCT No. 204090 was correspondingly issued in the name of petitioner Salvacion Ladanga for this property.

Respondent Bernardo confronted Clemencia about the incredulous sales to petitioners. However, the latter denied selling the properties to and receiving payment from them. This prompted respondent to file guardianship proceedings[7] for Clemencia before the then JDRC of Quezon City.

In an order[8] dated April 17, 1975, the JDRC declared Clemencia Aseneta, a 76-year-old spinster, an incompetent and an easy victim of deceit and exploitation. It further directed the issuance of Letters of Guardianship[9] to respondent Bernardo for the person and properties of Clemencia.

Respondent Bernardo, as guardian of Clemencia, then filed in various courts actions for reconveyance and accounting of rentals against petitioner spouses for the ten sales. For the Diliman and Cubao properties, the action was brought before Branch 93, RTC Quezon City.[10]

In their answer[11], petitioner spouses alleged that Clemencia was disgusted with respondent Bernardo who was purportedly cheating her of the rentals from her properties. She therefore appointed petitioner Salvacion's husband, Dr. Agustin Ladanga, as administrator in 1969 for the properties in Albay, and in 1972 for the properties in Manila and Quezon City. Petitioner Agustin paid the income and realty taxes on the properties. He also paid for the necessary repairs on the leased properties and all other fees in behalf of Clemencia. According to petitioner spouses, Clemencia sold her properties to them because of her bitterness towards respondent Bernardo and also out of gratitude to them for taking care of her. They further alleged that a certain Atty. Arambulo prepared all the deeds of sale and that they paid Clemencia in the presence of the lawyers who notarized the documents.

When Clemencia died[12] during the pendency of the proceedings in the trial court, respondent Bernardo substituted her in the action as legal heir.[13]

At the hearing, respondent Bernardo presented Atty. Dominador Arambulo who notarized the deeds of sale executed on April 6, 1974 and the deposition of Atty. Efren Barangan who notarized the deed of sale executed on November 8, 1974. Both lawyers declared that the deeds of sale were already prepared when they notarized them in their respective offices. They also denied witnessing the actual payment allegedly made by petitioner spouses to Clemencia.

After a prolonged trial lasting 20 years, the court a quo rendered judgment declaring that no contract of sale was perfected either for the Diliman or for the Cubao property. According to the trial court, there was "no clear agreement between the parties on the subject matter and consideration" considering that "while Miss (Clemencia) Aseneta appear(ed) to have signed the subject documents, there were strong indications that she was not aware of the import of the documents that she had signed." The trial court also observed that the purported considerations of the properties sold by Clemencia to petitioner spouses were grossly disproportionate to their market values as indicated in the tax declarations. The dispositive portion read:

WHEREFORE, premises considered by preponderance of evidence, the Court finds in favor of the plaintiff and against the defendants, and hereby orders as follows:

- For defendants spouses Ladanga to reconvey the titles and possession to the property now covered (by) TCT Nos. 197624 and 294090 to the plaintiffs for and in behalf of Miss Clemencia Aseneta;
- For the Register of Deeds of Quezon City to cancel TCT Nos. 197624 and 204090 and to issue new transfer certificates of title in lieu of those cancelled, upon payment of the required fees by the plaintiff, in the name of Miss Clemencia Aseneta;
- For the defendants spouses Ladanga to render within fifteen (15) days an accounting of rentals received from the properties covered by TCT No. 197624 from April, 1974 up to the present and so with the property under TCT No. 204090 from November, 1974 up to the present and to remit said rentals to the plaintiff minus any amount paid by the defendants Ladanga as realty taxes for the period mentioned;
- For defendants Ladanga to pay plaintiff P10,000.00 as reasonable attorney's fees; and
- Cost of suit.

SO ORDERED.[14]

In the meantime, the parties entered into a compromise agreement on the Cubao property and, after securing court

approval, sold it to a third party in 1987.

During the pendency of the appeal, respondent Bernardo filed a motion to cite petitioners in contempt after they sold the Diliman property to a certain Bernardo Hizon on July 6, 1996 in spite of the annotation of lis pendens at the back of the title. Respondent insisted that the sale amounted to a "fraudulent deception," a "defiance of court authority" and "obstruction of justice" because the property was in custodia legis and could not be disposed of without the necessary court approval.

The motion was denied by the Court of Appeals which held that the property was not in custodia legis. It, however, observed that Bernardo Hizon, being a transferee pendente lite, took the property subject to the outcome of the appeal. The appellate court thereafter affirmed the trial court's judgment with respect to the remaining Diliman property.[15]

Hence, this petition for review centered on the following issues:

- (1) whether or not there was a perfected contract [of sale of the Diliman property];
- (2) whether or not petitioners paid the purchase price mentioned in the contract; and
- (3) whether the price was grossly disproportionate to the market value of the land in question.[16]

The issues raised by petitioners are purely factual. The Court, not being a trier of facts, does not normally re-examine the evidence submitted by the contending parties during the trial of a case. Findings of fact of the Court of Appeals, affirming those of the trial court, are final and conclusive.[17] The jurisdiction of the Court in a petition for review on certiorari is limited to reviewing only errors of law, not of fact, unless it is shown, inter alia, that: (1) the conclusion is grounded on speculations, surmises or conjectures; (2) the inference is manifestly mistaken, absurd and impossible; (3) there is grave abuse of discretion; (4) the judgment is based on misapprehension of facts; (5) the findings of fact are conflicting and (6) the Court of Appeals went beyond the issues of the case and its findings are contrary to the admissions of both parties.[18]

We decline to review, much more reverse, the trial and appellate courts' findings.

The facts of this case are the same as those of *Ladanga v. Court of Appeals* (L-55999)[19] promulgated on August 24, 1984. In that case, we voided the sale between Clemencia and petitioner Salvacion of a Manila property included in the nine parcels of land purportedly sold on April 6, 1974.

With respect to the seven remaining parcels of land located in Albay and ostensibly sold on the same day, the Court of Appeals ruled in the same manner and nullified the various sales.[20] In its decision, the appellate court held:

Plaintiff's [respondent Bernardo's] theory that L-55999 is now the law of the case is never doubted by this Court.

xxx

And because all lower Courts should take their bearings from the Supreme Court, this Court has no other choice but to treat L-55999 as the law of this case, the properties involved being same properties included in the deed of sale executed in one single day before the same notary public using identical witnesses, same parties and same facts. So far there is no showing that aforesaid ruling has been reversed and this Court has to meekly follow the light emanating therefrom in order not to be lost.

Stare decisis et non quieta movere. Let the decision stand and disturb not what is already settled. The doctrine of *stare decisis* is a salutary and necessary rule. When a court lays down a principle of law applicable to a certain

state of facts, it must adhere to such principle and apply it to all future cases in which the facts sued upon are substantially the same.[21] Once a case is decided one way, then another case involving exactly the same point at issue should be decided the same way.[22] It proceeds from the principle of justice that, absent any powerful countervailing considerations, like cases ought to be decided alike.[23]

The ten cases for reconveyance brought by respondent Bernardo in various courts having jurisdiction over the real properties sold on April 6, 1974 and November 8, 1974 were similar, except for the descriptions of the properties. Only one has remained unresolved. The rest have either been settled or the contracts of sale declared void by the courts for insufficiency of consideration. Thus, in *Ladanga v. Court of Appeals*:[24]

The questions ventilated by the Ladangas in their briefs and in their comment of April 3, 1984 may be reduced to the issue of the validity of the sale which the vendor Clemencia herself assailed in her testimony on August 16 and December 3, 1976 when she was eighty years old. Her testimony and that of the notary leave no doubt that the price xxx was never paid.

A contract of sale is void and produces no effect whatsoever where the price, which appears therein as paid, has in fact never been paid by the purchaser to the vendor.

Such a sale is inexistent and cannot be considered consummated.

It was not shown that Clemencia intended to donate the xxx property to the Ladangas. Her testimony and the notary's testimony destroyed any presumption that the sale was fair and regular and for a true consideration.

xxx. [T]he Ladangas abused Clemencia's confidence and defrauded her of properties with a market value of P393,559.25 when she was already 78 years old. (citations omitted)

Hence, for the sake of certainty and the stability of case law, the conclusions reached in that earlier case should be followed here.

As to the issue of contempt, suffice it to say that the Court of Appeals was correct. A notice of lis pendens is an announcement to the whole world that a particular real property is in litigation and serves as a warning that one who acquires an interest over said property does so at his own risk[25], or that he gambles on the result of the litigation. The property subject of litigation is not by that fact alone in custodia legis. It is only when property is lawfully taken by virtue of legal process that it becomes in custodia legis, and not otherwise.

Considering that the disputed property was not in the custody of the court, petitioner spouses cannot be held liable for contempt when they sold it to a third person. The transferee Bernardo Hizon, however, being presumed by law to be aware of the ongoing litigation over the property, is bound by this decision and shall transfer the Diliman property back to the estate of Clemencia Aseneta, with financial recourse to petitioner spouses.

WHEREFORE, the petition is hereby DENIED and the decision of the Court of Appeals AFFIRMED.

Costs against petitioners.

SO ORDERED.

Panganiban (Chairman), Sandoval-Gutierrez, Carpio Morales, and Garcia, JJ., concur.

[1] Penned by Associate Justice Godardo A. Jacinto, concurred in by Associate Justices Bernardo P. Abesamis and Alicia L. Santos of the Eleventh Division; Rollo, pp. 18-28.

[2] Penned by Judge Elpidio M. Catungal, Sr.; Id, pp. 29-35.

[3] SP No. 03152, Records (Exhibits of Plaintiff), Exhibit "B".

[4] Out of the 9 properties, 7 were located in Albay, 1 in Manila and 1 in Quezon City, the last being the property subject of this petition.

[5] Records, Vol. 1, pp. 8-11.

[6] Id., pp. 12-15.

[7] SP No. QC- 00908.

[8] Records (Exhibits of Plaintiff), Exhibits "C".

[9] Records, Vol. 1, p.38.

[10] Id., pp. 1-7.

[11] Id., pp. 24-27.

[12] Certificate of Death dated May 21, 1977; Records, Vol. 1, p.81.

[13] Id., p. 85.

[14] See note 2.

[15] See note 1.

[16] Rollo, p. 8.

[17] Larena v. Mapil, G.R. No. 146341, 7 August 2003, 408 SCRA 484.

[18] Chan v. Maceda, Jr., 450 Phil. 416 (2003).

[19] Penned by Associate Justice Ramon C. Aquino, 216 Phil. 332 (1984).

[20] Penned by Associate Justice Oscar M. Herrera, concurred in by Associate Justices Santiago M. Kapunan (a former Associate Justice of this Court) and Jainal D. Rasul of the Third Division; CA-G.R. No. CV No. 25252, June 29, 1992; in the decision, the appellate court affirmed the dismissal of the complaint with respect to 6 parcels of land because of an amicable settlement between the parties. The seventh lot was, however, ordered to be reconveyed to the heirs of Clemencia Aseneta. The court stated that if not for the amicable settlement, the sale of the other 6 properties would have also been declared void and ordered reconveyed to the heirs of Clemencia.

[21] Pinlac v. Court of Appeals, G.R. No. 91486, 10 September 2003, 410 SCRA 419.

[22] Tay Chun Suy v. Court of Appeals, G.R. No. 93640, 7 January 1994, 229 SCRA 151.

[23] Villena v. Chavez, G.R. No. 148126, 10 November 2003, 415 SCRA 33.

[24] Supra at note 19.

[25] Los Baños Rural Bank, Inc. v. Africa, 433 Phil. 903 (2002).

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