

FLORENTINO, TROADIO AND PEDRO, ALL SURNAMED OCHOA, PETITIONERS, VS. MAURO APETA AND APOLONIA ALMAZAN, RESPONDENTS.

G.R. No. 146259. September 13, 2007

Ponente: SANDOVAL-GUTIERREZ, J.

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SANDOVAL-GUTIERREZ, J.:

Challenged in this Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure, as amended, are the Decision[1] dated September 8, 2000 and Resolution[2] dated November 20, 2000 of the Court of Appeals in CA G.R. CV No. 56109.

The facts are:

Since 1910, the above-named petitioners and their predecessors-in-interest have been occupying Lot No. 1580 consisting of 886 square meters situated in Malaban, Biñan, Laguna. The lot is covered by Transfer Certificate of Title (TCT) No. T-40624 of the Registry of Deeds of that province. They built their houses and apartment building thereon.

Sometime in May 10, 1982, Mauro Apeta and Apolonia Almazan, respondents, found that they are the true owners of Lot No. 1580 being occupied by petitioners.

On January 22, 1988, respondents filed with the Regional Trial Court (RTC), Branch 24, Biñan, Laguna a complaint for recovery of possession and damages against petitioners, docketed as Civil Case No. B-2777. Respondents alleged in the main that they are the lawful owners of Lot No. 1580 covered by Certificate of Title No. RT-599 (10731) issued by the Registry of Deeds of Laguna.

In their answer to the complaint, petitioners specifically denied the allegations in the complaint, contending that they are the owners of Lot No. 1580 as shown by TCT No. T-40624 issued by the Registry of Deeds of Laguna.

During the proceedings before the RTC, upon agreement of the parties, the trial judge commissioned Engr. Romulo Unciano of the Bureau of Lands of Region IV to conduct a resurvey of the disputed property. The result of the resurvey (approved by the Bureau of Lands) shows that Lot No. 1580, occupied by petitioners, was registered in the name of Margarita Almada, respondents' predecessor-in-interest; and that the lot covered by TCT No. T-40624 is not Lot No. 1580, but Lot No. 1581 registered in the name of Servillano Ochoa, petitioners' predecessor-in-interest. This lot has been occupied by Isidro Jasmin.

On March 24, 1995, the trial court rendered a Decision in favor of respondents, thus:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants as follows:

- Declaring plaintiffs as the true and lawful owners of Lot 1580 of the Biñan Estate Subdivision covered by Transfer Certificate of Title No. RT-599 (10731) and declaring the defendants without right whatsoever to

continue in possession thereof.

- Ordering the defendants and all those acting in their behalf to deliver peacefully the physical possession of Lot 1580 to the plaintiffs and to remove their houses and apartment building thereon.

- Ordering the defendants to pay, jointly and severally to plaintiffs the amount of P30,000 as and for attorney's fees and litigation expenses.

SO ORDERED.[3]

On appeal, the Court of Appeals, in its Decision dated September 8, 2000, affirmed the judgment of the RTC.

Petitioners filed a motion for reconsideration, but it was denied by the appellate court in its Resolution[4] dated November 20, 2000.

Hence, the instant petition.

Petitioners contend that Lot No. 1580 belongs to them and that respondents' action is barred by prescription.

Petitioners' contention lacks merit.

On petitioners' claim that they are the owners of Lot No. 1580, it is a well-established principle that in an appeal via a petition for review on certiorari, only questions of law may be raised. Here, the issue posed by petitioners requires us to weigh anew the evidence submitted by the parties already passed upon by the Court of Appeals. It is basic that this Court is not a trier of facts. Thus, it may not review the findings of the Court of Appeals except, among others: (a) when its factual findings and those of the trial court are contradictory; (b) when its inference is manifestly mistaken or absurd; (c) when its judgment is premised on its misapprehension of the facts; and (d) when it failed to resolve relevant facts which, if properly considered, would justify a modification or reversal of the decision of the appellate court.[5] The issue raised by petitioners that they are the actual owners of Lot No. 1580 is factual in nature and requires a review of the pieces of evidence presented by the parties. Thus, we can no longer pass upon and evaluate the lower courts' finding that based on the evidence presented before them, specifically the result of the resurvey conducted by Engr. Romulo Unciano, respondents are "the true and lawful owners of Lot 1580."

Anent petitioners' second contention that respondents' action has been barred by prescription, suffice it to state that no title to registered land in derogation to that of the registered owner shall be acquired by prescription or adverse possession.[6] Neither can prescription be allowed against the hereditary successors of the registered owner, because they step into the shoes of the decedent and are merely the continuation of the personality of their predecessor-in-interest.[7]

Verily, the Court of Appeals did not err when it ruled that respondents are the true and lawful owners of Lot No. 1580. Hence, they "should now be placed in possession thereof."

Parenthetically, considering that petitioners and their predecessors-in-interest have built their houses and apartment building on Lot No. 1580, should respondents be allowed to take possession of those improvements? In order to settle this matter, we should determine whether petitioners were builders in good faith.

Good faith is an intangible and abstract quality with no technical meaning or statutory definition, and it encompasses, among other things, an honest belief, the absence of malice and the absence of design to defraud or to seek an unconscionable advantage. It implies honesty of intention, and freedom from knowledge of circumstances which ought to put the holder upon inquiry.[8] The essence of good faith lies in an honest belief in the validity of one's right, ignorance of a superior claim and absence of intention to overreach another.[9] Applied

to possession, one is considered in good faith if he is not aware that there exists in his title or mode of acquisition any flaw which invalidates it.[10]

Using the above parameters, we are convinced that petitioners and their predecessors-in-interest were in good faith when they built their houses and apartment building on Lot No. 1580 since they were convinced it was covered by their TCT No. T-40624.

The following provisions of the Civil Code are relevant:

Article 448. 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 considerably more than that of the building or trees. In such case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof.

Article 546. Necessary expenses shall be refunded to every possessor; but only the possessor in good faith may retain the thing until he has been reimbursed therefor.

Useful expenses shall be refunded only to the possessor in good faith with the same right of retention, the person who has defeated him in the possession having the option of refunding the amount of the expenses or of paying the increase in value which the thing may have acquired by reason thereof.

Article 548. Expense for pure luxury or mere pleasure shall not be refunded to the possessor in good faith; but he may remove the ornaments with which he has embellished the principal thing if it suffers no injury thereby, and if his successors in the possession do not prefer to refund the amount expended.

Under the foregoing provisions, the landowner can make a choice - either by appropriating the building by paying the proper indemnity or obliging the builder to pay the price of the land. The choice belongs to the owner of the land, a rule that accords with the principle of accession that the accessory follows the principal and not the other way around. He must choose only one.

Following the above provisions, respondents, as owners of Lot No. 1580, may choose between appropriating as their own the houses and apartment building constructed thereon by petitioners and their predecessors-in-interest by paying the proper indemnity or value; or obliging petitioners to pay the price of Lot No. 1580 which is not more than that of the improvements.

WHEREFORE, we DENY the petition. The assailed Decision and Resolution of the Court of Appeals in CA G.R. CV No. 56109 are AFFIRMED with MODIFICATION in the sense that respondents have the option to pay for the houses and apartment building constructed by petitioners and their predecessors-in-interest on Lot No. 1580; or to oblige petitioners to pay the price of the lot in an amount not more than the value of the said improvements.

SO ORDERED.

Puno, C.J., (Chairperson), Corona, Azcuna, and Garcia, JJ., concur.

[1] Penned by Associate Justice Martin S. Villarama and concurred in by Associate Justice Salome A. Montoya (retired) and Associate Justice Romeo J. Callejo, Sr.(retired member of the Supreme Court), Rollo, pp. 38-42.

[2] Id., p. 44.

[3] Id , p. 38.

[4] Id., p. 44.

[5] Fuentes v. Court of Appeals, G.R. No. 109849, February 29, 1997, 268 SCRA 703, citing Cordial v. Miranda, G.R. No. 135495, December 14, 2000, 348 SCRA 158; Cabataje v. Puduman, G.R. No. 134712, August 13, 2004, 436 SCRA 423.

[6] Section 47 of P.D. 1529 or the Property Registration Decree; Alcantara-Daus v. De Leon, G.R. No. 149750, June 16, 2003, 404 SCRA 74, citing Jose v. Court of Appeals, 192 SCRA 735 (1990) and Ferrer-Lopez v. Court of Appeals, 150 SCRA 393 (1987).

[7] Bailon-Carilao v. Court of Appeals, No. L-35767, April 15, 1988, 160 SCRA 738.

[8] Philippine National Bank v. De Jesus, G.R. No. 149295, September 23, 2003, 411 SCRA 557.

[9] Id., citing Bernardo v. Bernardo, 95 Phil. 202, and Negrete v. CFI of Marinduque, 48 SCRA 113 (1972).

[10] Article 526 of the Civil Code.

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