

LAZARA P. VIAJE, FAUSTINO O. PAMINTEL, ANTONIO O. PAMINTEL, LODIVINA O. PAMINTEL, ANGELITO P. TULABOT, DORETEA P. TULABOT AND MARIA P. TULABOT, PETITIONERS, VS. FELICISIMA PAMIN...

G.R. NO. 147792. January 23, 2006

Ponente: CARPIO, J.

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CARPIO, J.:

The Case

This is a petition for review[1] of the Decision[2] dated 20 October 1999 of the Court of Appeals and its Resolution dated 16 April 2001. The Decision of 20 October 1999 affirmed the ruling of the Regional Trial Court of Trece Martires City, Branch 23, in a suit for cancellation of title, declaration of nullity of contract, and damages. The Resolution, dated 16 April 2001, denied petitioners' motion for reconsideration.

The Facts

Petitioners Lazara P. Viaje, Faustino O. Pamintel, Antonio O. Pamintel, Lodivina O. Pamintel, Angelito P. Tulabot, Doretea P. Tulabot and Maria P. Tulabot ("petitioners") are successors-in-interest of Pedro Pamintel ("Pedro") and his spouse Ciriaca Olaso ("Ciriaca").[3] Pedro and respondents Felicisima, Daniel, Camela, Demetria, Leoncia, all surnamed Pamintel, are the children of the late Silverio Pamintel ("Silverio"). The other respondents are Silverio's grandchildren representing his two deceased daughters, Tanzan and Dionisia.[4]

Silverio owned a parcel of land in Punta, Tanza, Cavite ("Lot No. 1993-A") measuring 951 square meters and covered by Transfer Certificate of Title No. T-19110 ("TCT No. T-19110") issued in his name by the Registry of Deeds of Cavite ("Registry of Deeds") on 1 June 1966.[5]

On 5 July 1968, Pedro secured the cancellation of TCT No. T-19110 and obtained Transfer Certificate of Title No. T-30457 ("TCT No. T-30457") [6] issued in his name based on a Bilihan ng Lupa dated 3 July 1968 ("Deed of Sale"). [7] Under the Deed of Sale, Silverio sold Lot No. 1993-A to Pedro for P500. An unidentified notary public notarized the Deed of Sale on the same day, 3 July 1968.

In November 1968, Pedro obtained a P3,000 loan from the Cavite Development Bank ("Cavite bank") and mortgaged Lot No. 1993-A to secure the loan.

In October 1976, respondent Felicisima Pamintel ("respondent Felicisima") paid Pedro's loan with the Cavite bank. Hence, the Cavite bank cancelled the mortgage.

Silverio died on 1 November 1977.

On 2 July 1991, respondent Felicisima secured the cancellation of TCT No. T-30457 and obtained Transfer Certificate of Title No. T-312870 ("TCT No. T-312870") [8] issued in Silverio's name based on a Deed of

Reconveyance dated 19 March 1974 ("Deed of Reconveyance").[9] Under the Deed of Reconveyance, Pedro and Ciriaca resold Lot No. 1993-A to Silverio for P3,000. A certain Atty. Mapalad P. Santera ("Atty. Santera") notarized the Deed of Reconveyance also on 19 March 1974.

On 30 October 1991, Pedro and Ciriaca, represented by petitioner Lazara P. Viaje, sued respondents in the Regional Trial Court, Trece Martires City, Branch 23 ("trial court"), for "Cancellation of TCT No. T-312870 With Declaration of Nullity of Deed of Reconveyance Plus Damages" ("Civil Case No. TM-336"[10]). Pedro and Ciriaca alleged in their complaint that they did not execute the Deed of Reconveyance, thus they prayed that the trial court cancel TCT No. T-312870 and declare them true owners of Lot No. 1993-A. Pedro and Ciriaca also sought payment of damages.

In their Answer with counterclaim, respondents countered that it was Pedro who fraudulently obtained TCT No. T-30457 because he misled Silverio into affixing his thumbmark on the Deed of Sale on 3 July 1968. According to respondents, Pedro falsely represented to Silverio, then 95 years old, that the Deed of Sale merely authorizes Pedro to "get the title of [Lot No. 1993-A] from the [Registry] of Deeds." Respondents further contended that Pedro and Ciriaca voluntarily executed the Deed of Reconveyance. Respondents prayed for the award of damages in their counterclaim.[11]

During the trial, Pedro and Ciriaca presented in evidence a letter dated 16 June 1977 ("letter-complaint")[12] and Salaysay dated 21 June 1977 ("Salaysay")[13] of respondent Felicisima charging Pedro with Estafa before the Office of the Provincial Fiscal of Cavite. In her letter-complaint, respondent Felicisima stated that despite her having paid Pedro's loan with the Cavite bank to cancel the mortgage over Lot No. 1993-A, Pedro and Ciriaca still refused to transfer Lot No. 1993-A in Silverio's name.[14] Neither the letter-complaint nor the Salaysay mentioned the Deed of Reconveyance.

For their part, respondents presented two affidavits of Silverio, dated 29 October 1973[15] and 8 February 1974,[16] stating that the contents of the Deed of Sale were not explained to him and that he had no intention of selling Lot No. 1993-A. Respondent Felicisima also testified that Atty. Santera, who prepared and notarized the Deed of Reconveyance, was Pedro's lawyer.[17]

The Ruling of the Trial Court

In its Decision of 27 June 1995, the trial court dismissed the complaint of Pedro and Ciriaca and also respondents' counterclaim. The trial court upheld the validity of TCT No. T-312870 and the Deed of Reconveyance. The trial court held:

Jurisprudentially settled in (sic) the rule that a Torrens Title is generally a conclusive evidence of the ownership of the land referred to therein. A strong presumption exists that Torrens Titles were regularly issued and that they are valid. The real purpose of the Torrens system is to quiet title to land. Once a title is registered, the owner may rest secure, without the necessity of waiting in the portals of the court, or sitting in the mirador de su casa, to avoid the possibility of losing his land (*Salao vs. Salao*, 70 SCRA 65). Apropos, the validity and efficacy of the certificate of title in the name of Silverio Pamintel cannot be doubted. Concomitantly, the quantum and quality of evidence submitted by plaintiffs failed to convince this Court that Silverio Pamintel really sold the disputed property to his son Pedro. The financial capability of Pedro Pamintel to buy said property is doubtful considering that said property has to be mortgaged with a bank in order that Pedro Pamintel may be able to go abroad. Needless to say, it will not be amiss to state that the burden of proving the action is upon the plaintiff. Neither is there a preponderance of evidence that the Deed of Reconveyance is an invalid document. Except the mere say-so (sic) of plaintiff Pedro Pamintel which is self-serving, there is no competent evidence to show that said Deed of Reconveyance was not really signed by plaintiffs. Anyhow, it is presumed although disputable that said private transaction has been fair and regular (Rule 131, Sec. 5 (p)[I]).

Arrayed against the sole testimony of plaintiff Pedro Pamintel are the testimonies of Felicisima Pamintel, Camila Cubol and Demetria Pamintel which show the due execution and genuineness of said Deed of Reconveyance. While as a general rule, the number of witnesses should not in and by itself determine the weight of evidence, but in case of conflicting testimonies of witnesses, the numerical factor maybe given certain weight (Caluna vs. Vicente, CA G.R. No. 3911-R, February 17, 1951).

And lastly, but not the least, it appears that Silverio Pamintel was old and illiterate when his thumbmark was affixed in the deed of sale of the disputed property to Pedro Pamintel. Plaintiffs failed to prove that the deed of sale in favor of Pedro Pamintel was explained to said Silverio Pamintel. Sans any evidence to said effect, the case of plaintiffs must necessarily crumble like a house of cards[.][18]

Petitioners, who had substituted Pedro and Ciriaca, appealed to the Court of Appeals.

The Ruling of the Court of Appeals

The appellate court, in its Decision of 20 October 1999, affirmed the trial court's ruling. The Court of Appeals held:

It is not disputed that the subject parcel of land was originally titled in the name of Silverio Pamintel (Exh. "I"). Appellants' evidence shows that Silverio Pamintel executed a deed of sale (Bilihan ng Lupa) involving the land in dispute in favor of appellants (Exh. "B"). At the time of the execution thereof on July 3, 1968, Silverio Pamintel was 95 years old and illiterate. Such being the case, appellants are required to show that the terms thereof have been fully explained to Silverio Pamintel (Art. 1332, Civil Code). Except for appellants' self-serving testimonies, no convincing evidence was adduced to prove that Silverio Pamintel fully understood the tenor of the document.

Contrary to appellants' contention, the testimony of Silverio Pamintel is not required to impugn the validity of the deed of sale. Considering the seller's mental weakness and physical condition, the Court doubts the due execution thereof. xxx

Anent appellants' claim that the Deed of Reconveyance (Exh. "5") is a forgery, it is well settled that the signatures on a questioned document can be sighted by a judge who can and should exercise independent judgment on the issue of authenticity of such signatures (Alcos vs. IAC, 162 SCRA 823). xxx

In a nutshell, the Court finds no cogent reason to modify or reverse the court a quo's decision dismissing the complaint.[19]

In this petition, petitioners reiterate their claim that Pedro and Ciriaca did not execute the Deed of Reconveyance. Petitioners also point to respondent Felicisima's letter-complaint and Salaysay, which did not mention the Deed of Reconveyance even though she executed those documents after Pedro and Ciriaca had signed the Deed of Reconveyance. Petitioners argue that this omission negates the execution of the Deed of Reconveyance. Petitioners also contend that respondents are time-barred from questioning the validity of the Deed of Sale under Article 1144 of the Civil Code.[20]

The Issues

The petition raises these issues:

- (1) Whether the Deed of Reconveyance is valid; and
- (2) Whether respondents are time-barred from questioning the validity of the Deed of Sale.

The Ruling of the Court

The petition has no merit.

On the Validity of the Deed of Reconveyance

Petitioners insist that the signatures of Pedro and Ciriaca in the Deed of Reconveyance were forged. Thus, the Court should overturn the findings of the lower courts by annulling that contract and, consequently, TCT No. T-312870.

We find no merit in this contention.

The question of forgery is one of fact.[21] Petitioners improperly raise such claim in this petition for review on certiorari in which parties can raise only questions of law.[22]

At any rate, the Court finds no reason to disturb the finding of the trial court, as affirmed by the Court of Appeals, that Pedro and Ciriaca duly signed the Deed of Reconveyance. Atty. Santera, whom Pedro confirmed was his former counsel,[23] notarized the Deed of Reconveyance. As a notarized instrument, the Deed of Reconveyance enjoys the presumption of due execution.[24] Only a clear and convincing evidence to the contrary can overcome this presumption.[25] Petitioners have presented no such evidence. Indeed, other than his own denial that he did not sign the Deed of Reconveyance (as allegedly shown by the specimens of his signature), Pedro presented no other proof to corroborate his claim.[26] In an earlier case,[27] this Court held that such allegation and evidence are insufficient to overcome a notarized deed's presumption of due execution, thus:

Far from being clear and convincing, all private respondent had to offer by way of evidence was her mere denial that she had signed the same. Such mere denial will not suffice to overcome the positive value of the subject Deed, a notarized document. Indeed, even in cases where the alleged forged signature was compared to samples of genuine signatures to show its variance therefrom, this Court still found such evidence insufficient, to wit —

xxx

[']Documents acknowledged before a notary public have the evidentiary weight with respect to their due execution. The questioned power of attorney and deed of sale, were notarized and therefore, presumed to be valid and duly executed. Atty. Tubig denied having notarized the said documents and alleged that his signature has also been falsified. He presented samples of his signature to prove his contention. Forgery should be proved by clear and convincing evidence and whoever alleges it has the burden of proving the same. Just like the petitioner, witness Atty. Tubig merely pointed out that his signature was different from that in the power of attorney and deed of sale. There had never been an accurate examination of the signature, even that of the petitioner. To determine forgery, it was held in *Cesar vs. Sandiganbayan* (G.R. Nos. 54719-50, 17 January 1985, quoting *Osborn, The Problem of Proof*) that:

[']The process of identification, therefore, must include the determination of the extent, kind, and significance of this resemblance as well as of the variation. It then becomes necessary to determine whether the variation is due to the operation of a different personality, or is only the expected and inevitable variation found in the genuine writing of the same writer. It is also necessary to decide whether the resemblance is the result of a more or less skillful imitation, or is the habitual and characteristic resemblance which naturally appears in a genuine writing. When these two questions are correctly answered the whole problem of identification is solved.[']

xxx

[W]e cannot accept the claim of forgery where no comparison of private respondent's signatures was made, no witness (save for private respondent herself) was presented to testify on the same, much less an expert witness called, and all that was presented was private respondent's testimony that her signature on the questioned Deed was forged. Indeed, even when the evidence is conflicting, the public document must still be upheld. (Emphasis supplied)

The other evidence petitioners invoke to support their claim of forgery — respondent Felicisima's failure to mention the Deed of Reconveyance in her letter-complaint and Salaysay — also does not suffice to rebut the Deed of Reconveyance's presumptive genuineness. Such omission and respondent Felicisima's statement in her letter-complaint that Pedro "refus[ed] to transfer in Silverio's name Lot No. 1993-A" do not negate the Deed of Reconveyance's execution. That statement could well mean that Pedro (and Ciriaca) failed to have the title to that property transferred in Silverio's name. This is not incompatible with the Deed of Reconveyance's prior execution.

Thus, we affirm the Court of Appeals' ruling upholding the validity of the Deed of Reconveyance and, consequently, of TCT No. T-312870. A Torrens title enjoys the presumption of having been regularly issued.[28]

On the Other Issue Petitioners Raise

The Court sees no need to pass upon petitioners' other contention that respondents are time-barred from questioning the Deed of Sale's validity. The Deed of Reconveyance superseded the Deed of Sale. With our affirmance of the Court of Appeals' ruling upholding the Deed of Reconveyance's validity, the Deed of Sale ceased to confer any right on petitioners.

WHEREFORE, we DENY the petition. We AFFIRM the Decision dated 20 October 1999 and the Resolution dated 16 April 2001 of the Court of Appeals.

SO ORDERED.

Quisumbing, (Chairman), Carpio-Morales, and Tinga, JJ., concur.

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

[2] Penned by Associate Justice Artemio G. Tuquero with Associate Justices Eubolo G. Verzola and Elvi John S. Asuncion, concurring.

[3] The name "Pamintel" is also referred to as "Paminter" or "Pimentel."

[4] Respondents Crispina Ramos, Felipe Ramos, Angelina Teniente, and Pedro Teniente are the children of Tanzan Pamintel while respondents Celia, Anastacia, Antonio, Teresita, Rosenda, and Engracia, all surnamed Padua, are the children of Dionisia Pamintel.

[5] Records, p. 127.

[6] Ibid., p. 74.

[7] Ibid., p. 72.

[8] Ibid., p. 80.

[9] Ibid., p. 79.

[10] Also indicated in the records as Civil Case No. 717-336.

[11] Records, pp. 17-21.

[12] Ibid., p. 147.

[13] Ibid., p. 148

[14] The letter-complaint reads (Records, p. 147):

Ibig ko pong maghain ng isang sumbong laban sa aking kapatid na si Pedro Paminter at ang kanyang asawa na si Ciriaca Olosa parehong nakatira sa Bo. Punta, Tanza, Cavite sa kasalanang Estafa na naganap noong ika-6 ng Oktubre, 1976 sa lunsod ng Cavite, ganito po ang pangyayari:

Na noong Setyembre, 1976 ang mag-asawang Pedro Paminter at Ciriaca Olosa nagpunta sa aming bahay at sinabi sa akin na bayaran ko raw ang kanilang pagkakautang sa Cavite Development Bank, at matapos kong mabayaran ang pagkakautang nila ay kanilang ililipat sa pangalan ng aming ama na si Silverio Paminter ang lupang nakasanla sa nasabing bangko, kanila pang sinabi na kung hindi mababayaran ang kanilang pagkakautang sa nasabing bangko ang lupa ay mareremata at ang makikinabang lamang ay bangko. Samantalang kung akin daw babayaran ang kanilang pagkakautang hindi lamang P10,000.00 ang magiging tubo dahil mataas na ang halaga ng lupa sa ngayon. Sa ganda ng kanilang pakiusap at gayon din ang paulit-ulit nilang pagpunta sa bahay ako ay kanilang nahimok at noong ika-6 ng Oktubre, 1976 binayaran ko ang halagang DALAWANG LIBO ISANG DAAN AT DALAWAMPUT WALONG PISO AT KUWARENTA SENTIMOS (P2,128.40 cent) na siyang halaga ng kanilang pagkakautang sa Cavite Development Bank sa Cavite City; noon pong matapos mabayaran ang kanilang pagkakautang sa nasabing bangko ayaw na po nilang ilipat sa pangalan ng aking ama ang lupang nakasanla sa nasabing bangko. Bagama't ilang ulit ko ng hiniling sa kanila na ilipat sa pangalan ni Silverio Paminter ang lupang kanilang pina[n]gako ay hanggang sa ngayon ayaw na nilang tuparin; dahil sa panloloko at panlilinlang ng ginawa nila (Pedro Paminter at Ciriaca Ol[as]o) ako'y napinsala ng halagang P2,128.40 cent.

Na hinihiling ko kagalanggalang na Fiscal, na ito po sana ay mausig at malitis sa madaling panahon.
(Capitalization in the original; underlining supplied)

[15] Records, p. 129.

[16] Ibid., p. 130.

[17] TSN (Felicitima Pamintel), 25 April 1994, pp. 10, 12; Records, pp. 289, 291.

[18] Records, pp. 171-172.

[19] Rollo, pp. 25-26.

[20] This provision states: "The following actions must be brought within ten years from the time the right of action accrues:

(1) Upon a written contract;

(2) Upon an obligation created by law;

(3) Upon a judgment."

[21] Bentulan v. Bentulan-Mercado, G.R. No. 138906, 13 December 2004, 446 SCRA 150.

[22] Section 1, Rule 45, 1997 Rules of Civil Procedure.

[23] TSN (Pedro Pamintel), 30 April 1993, p. 6; Records, p. 206.

[24] Romualdez-Licaros v. Licaros, 449 Phil. 824 (2003).

[25] Supra.

[26] The plaintiffs in Civil Case No. TM-336 did not present specimens of Ciriaca's signature.

[27] Ladignon v. Court of Appeals, 390 Phil. 1161 (2000) (internal citations omitted).

[28] Ching v. Court of Appeals, G.R. No. 59731, 11 January 1990, 181 SCRA 9.

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