

RICARDO RIZAL, POTENCIANA RIZAL, SATURNINA RIZAL, ELENA RIZAL, AND BENJAMIN RIZAL, PETITIONERS, VS. LEONCIA NAREDO, ANASTACIO LIRIO, EDILBERTO CANTAVIEJA, GLORIA CANTAVIEJA, CEL...*G.R. No. 151898. March 14, 2012*

Ponente: REYES, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-151898/>**REYES, J.:**

Before this Court is a petition for review on certiorari under Rule 45 of the Decision[1] of the Court of Appeals (CA) dated July 13, 2001 in CA-G.R. CV No. 26109, affirming the decision of the Regional Trial Court (RTC), Branch 36, Calamba, Laguna which dismissed the Complaint,[2] docketed as Civil Case No. 1153-87-C[3] for “partition, recovery of shares with damages” of Lot No. 252 on res judicata.

Factual Antecedents

Herein petitioners Ricardo, Potenciana, Elena, Saturnina and Benjamin, all surnamed Rizal, commenced Civil Case No. 7836 against Matias Naredo (Matias), Valentin Naredo (Valentin) and Juana de Leon (Juana) before the then Court of First Instance (CFI) of Laguna involving the accretion of two (2) hectares of land to Lot No. 454 of the Calamba Estate. In a decision rendered on May 22, 1947, the CFI ruled in favor of the petitioners. The CFI awarded the ownership of the two-hectare accretion to the petitioners and ordered the defendants therein to vacate the said land and to pay P500.00 a year from 1943 as reasonable rent for their occupancy thereof. Both the CA and the Supreme Court upheld the decision.

To satisfy the money judgment in Civil Case No. 7836, the provincial sheriff of Laguna levied upon Lots Nos. 252 and 269 of the Calamba Estate, together with the house erected on Lot No. 252. This Lot No. 252, which is the subject of the controversy, was registered under Transfer Certificate of Title (TCT) No. RT-488 (RT-3377 No. 12206) in the name of the “Legal Heirs of Gervacia Cantillano,” of Parian, Calamba, Laguna. Several third-party claims were filed, to wit: (a) by Leoncia Naredo (Leoncia) and Marcela Naredo (Marcela), who are also heirs of Gervacia Cantillano over Lot No. 252; (b) by Pedro Cantavieja, husband of Marcela over Lot No. 269; and (c) by Teodoro Armesto over the house of mixed materials standing on Lot No. 252. After the petitioners posted the required bond, the provincial sheriff proceeded with the auction sale on April 7, 1951. The petitioners were declared the highest bidders. A final deed of sale was issued to them on April 15, 1952.

On May 9, 1955, Marcela, Leoncia, Matias, Valentin, and Juana instituted Civil Case No. 9908 before the CFI Branch 1, Laguna, questioning the validity of the execution sale of Lots Nos. 252 and 269 and the house of mixed materials on Lot No. 252. They claimed that these properties were exempt from execution.

On December 8, 1955, the CFI declared valid the execution sale of Lots Nos. 252 and 269 of the Calamba Estate in favor of the petitioners, with a qualification that the petitioners only acquired whatever rights, title or interests Matias, Valentin and Juana had in Lot No. 252. The sale of the house of mixed materials in Lot No. 252 was set

aside considering that a waiver was executed by the petitioners in favor of Juana. Although the CFI ordered that the petitioners be placed in possession of Lots Nos. 252 and 269 and Matias and Valentin be ejected therefrom, it did not evict Marcela and Leoncia from Lot No. 252 since they were not parties to Civil Case No. 7836.[4]

After the aforesaid judgment in Civil Case No. 9908, the petitioners filed Civil Case No. 36-C against Marcela and Leoncia for partition, accounting and recovery of possession of Lot No. 252. The parties then entered into a Compromise Agreement whereby the parties acknowledged that they owned Lot No. 252 in common, with 3/5 thereof as the interest of the petitioners and the other 2/5 belonging to therein defendants Marcela and Leoncia. Said Compromise Agreement was approved by the CFI Branch VI, Laguna, in an Order dated December 1, 1971.[5] The pertinent portions of the agreement read as follows:

5. That the plaintiffs (herein petitioners) and the defendants (herein respondents) agree that said parcel of land (Lot 252) embraced in Transfer Certificate of Title 12206, and registered in the names of the Legal Heirs of Gervacia Cantillano, is now owned in common and in undivided shares of TWO-FIFTHS (2/5) for the defendants and THREE-FIFTHS (3/5) for the plaintiffs;

6. That the plaintiffs and the defendants agree that the subject parcel of land be actually partitioned as they have so caused the survey and partition of the same per the hereto attached copy of the pertinent subdivision survey plan, marked as Annex "A" hereof and made integral part of this compromise agreement;

7. That the plaintiffs and the defendants do hereby express their unqualified conformity to the said partition and they hereby accept to their full and entire satisfaction their respective determined shares in the subject parcel of land, and they agree to have their respective determined portions, Two-Fifths (2/5) for defendants and Three-Fifths (3/5) for plaintiffs, to be covered by independent and separate certificates of title in their respective names.

8. That the plaintiffs agree to shoulder all the expenses incurred in the partition and to pay all expenses and fees which may be entailed in the issuance of the independent certificates of title in favor of the respective parties by the proper Registry of Deeds;[6]

Ten years after or on August 11, 1981, Marcela and Leoncia, assisted by their husbands, instituted Civil Case No. 299-83-C assailing the Compromise Agreement. They claimed that said agreement was a forgery and that their lawyer was not duly authorized for the purpose. In an Order dated July 6, 1984, the trial court dismissed the case without prejudice to the plaintiffs' failure to prosecute.

Thereafter, on September 26, 1984, Marcela and Leoncia instituted Civil Case No. 792-84-C, for enforcement of judgment, partition and segregation of shares with damages over Lot No. 252. On July 6, 1985, the trial court dismissed the complaint on the ground of prescription. No appeal was taken therefrom.

On September 21, 1987, the petitioners filed a Complaint before the RTC for the immediate segregation, partition and recovery of shares and ownership of Lot No. 252, with damages. This was docketed as Civil Case No. 1153-87-C. However, on April 3, 1990, on the basis of the pleadings and exhibits, the court a quo dismissed the complaint because of res judicata. The trial court stated thus:

"A perusal of this instant case and Civil Case No. 792-84-C, (Exh. '1') will readily show that between these causes of actions, there are (a) identity of parties; (b) identity of subject matter; and (c) identity of cause of action. As admitted by the parties, the judgment in Civil Case No. 792-84-C is now final and executory. While there may appear a difference in the forms of action, the same is irrelevant for purposes of determining res judicata. It is a firmly established rule that a different remedy sought or a diverse form of action does not prevent the estoppel of the former adjudication.

x x x."[7]

Aggrieved, the petitioners appealed to the CA, docketed as CA-G.R. CV No. 26109. Unfortunately, the original records of the case were misplaced. After earnest efforts were made for the reconstitution of the records of the case, the parties agreed to have the case submitted for decision based on the documents submitted.[8]

In the now assailed decision,[9] the CA dismissed the appeal. The CA found that the appellants' brief neither contained the required page references to the records, as provided in Section 13 of Rule 44 of the Rules of Court; nor was it specified, both in the prayer and in the body of the complaint, the specific amounts of the petitioners' claim for actual, moral, exemplary and compensatory damages, as enunciated in *Manchester Development Corporation v. Court of Appeals*.[10]

As to the substantive issues raised in the complaint, the CA ruled that the action for partition has been barred by *res judicata*. It also held that the petitioners no longer had any cause of action for partition because the co-ownership of the parties over Lot No. 252 had ceased to exist by the Order of the CFI Branch VI, Laguna on December 1, 1971.

Issues

In the case at bar, the petitioners submit the following issues for this Court's consideration, to wit:

A.

THE CA ERRED IN DISMISSING THE APPEAL ON THE GROUND THAT THE PETITIONERS' APPEAL BRIEF FAILED TO MAKE PAGE REFERENCES TO THE RECORD.

B.

THE CA ERRED IN APPLYING THE RULING IN THE MANCHESTER CASE REGARDING DOCKET FEES.

C.

THE CA ERRED IN DISMISSING THE APPEAL ON THE GROUND OF PRESCRIPTION AND RES JUDICATA.

D.

THE RTC ERRED IN DISMISSING THE ENTIRE CASE.[11]

Ruling and Discussions

We find no merit in the petition.

Failure to observe the requirements under Section 13(a), Rule 44 of the 1997 Rules of Court and to pay the correct docket fees is fatal to the appeal.

The petitioners argue that the CA erred in dismissing their appeal for their failure to indicate the page references to the records of the case pursuant to Section 13(a), Rule 44[12] of the Rules of Court. They invoke Section 6, Rule 1 of the 1997 Rules of Civil Procedure which states that "technical rules shall be liberally construed in order to promote a just, speedy and inexpensive disposition of every action and proceeding." They cite the case of *Pacific Life Assurance Corporation v. Sison*,[13] where it was held that an appeal should not be dismissed on mere technicality.

It is settled that technical rules of procedure are mere tools designed to facilitate the attainment of justice. Their strict and rigid application should be relaxed when they hinder rather than promote substantial justice. Cases should as much as possible be resolved on the merits, and not on mere technicalities. The failure of the petitioners' appeal brief to contain page references to the records is a formal defect which may be considered as minor, if not negligible.[14]

However, while this Court may be lenient in some instances on formal defects of pleadings filed with the court, it could not close its eyes when a litigant continuously ignores technical rules, to the point of wanton disregard of the rationale behind those rules. In fact, this Court has consistently affirmed the importance of complying with the requirements in Section 13(a), Rule 44[15] of the Rules of Court in many of its decisions, particularly in *Mendoza v. United Coconut Planters Bank, Inc.*,[16] where the Court explicitly stated that:

Rule 44 and 50 of the 1997 Rules of Civil Procedure are designed for the proper and prompt disposition of cases before the Court of Appeals. Rules of Procedure exist for a noble purpose, and to disregard such rules in the guise of liberal construction would be to defeat such purpose. The Court of Appeals noted in its Resolution denying petitioners' motion for reconsideration that despite ample opportunity, petitioners never attempted to file an amended appellants' brief correcting the deficiencies of their brief, but obstinately clung to their argument that their Appellants' Brief substantially complied with the rules. Such obstinacy is incongruous with their plea for liberality in construing the rules on appeal.

De Liano v. Court of Appeals held:

"Some may argue that adherence to these formal requirements serves but a meaningless purpose, that these may be ignored with little risk in the smug certainty that liberality in the application of procedural rules can always be relied upon to remedy the infirmities. This misses the point. We are not martinets; in appropriate instances, we are prepared to listen to reason, and to give relief as the circumstances may warrant. However, when the error relates to something so elementary as to be inexcusable, our discretion becomes nothing more than an exercise in frustration. It comes as an unpleasant shock to us that the contents of an appellant's brief should still be raised as an issue now. There is nothing arcane or novel about the provisions of Section 13, Rule 44. The rule governing the contents of appellants' briefs has existed since the old Rules of Court, which took effect on July 1, 1940, as well as the Revised Rules of Court, which took effect on January 1, 1964, until they were superseded by the present 1997 Rules of Civil Procedure. The provisions were substantially preserved, with few revisions." [17]

Moreover, the petitioners also failed to pay the correct docket fees; in which case, jurisdiction did not vest in the trial court. In *Siapno v. Manalo*,[18] this Court has made it abundantly clear that any complaint, petition, answer and other similar pleading, which does not specify both in its body and prayer the amount of damages being claimed, should not be accepted or admitted, or should be expunged from the records, as may be the case.[19]

The petitioners alleged in their complaint in Civil Case No. 1153-87-C[20] that they suffered actual loss from the time they had been deprived of their share of 3/5 on Lot No. 252 by the respondents, as well as moral and exemplary damages, attorney's fees and litigation expenses. However, the only claims they specified in their prayer were for the attorney's fees in the amount of P30,000.00 and P500.00 for every court appearance of the counsel.

In *Siapno*,[21] the complaint alleged in its body the aggregate sum of P4,500,000 in moral and exemplary damages and attorney's fees, but the prayer portion did not mention these claims, nor did it even pray for the payment of damages. This Court held that such a complaint should be dismissed outright; or if already admitted, should be expunged from the records. The Court explained that the rule – requiring the amount of damages claimed to be specified not only in the body of the pleading but also in its prayer portion – was intended to put an

end to the then prevailing practice of lawyers where the damages prayed for were recited only in the body of the complaint, but not in the prayer, in order to evade payment of the correct filing fees. As held by the Court in *Manchester*:^[22]

To put a stop to this irregularity, henceforth all complaints, petitions, answers and other similar pleadings should specify the amount of damages being prayed for not only in the body of the pleading but also in the prayer, and said damages shall be considered in the assessment of the filing fees in any case. Any pleading that fails to comply with this requirement shall not be accepted nor admitted, or shall otherwise be expunged from the record.^[23]

In *Sun Insurance Office Ltd. v. Judge Asuncion*,^[24] the Court laid down the following rules as regards the payment of filing fees:

1. It is not simply the filing of the complaint or appropriate initiatory pleading, but the payment of the prescribed docket fee that vests a trial court with jurisdiction over the subject matter or nature of the action. Where the filing of the initiatory pleading is not accompanied by payment of the docket fee, the court may allow payment of the fee within a reasonable time but in no case beyond the applicable prescriptive or reglementary period.
2. The same rule applies to permissive counterclaims, third-party claims and similar pleadings, which shall not be considered filed until and unless the filing fee prescribed therefor is paid. The court may also allow payment of said fee within a reasonable time but also in no case beyond its applicable prescriptive or reglementary period.
3. Where the trial court acquires jurisdiction over a claim by the filing of the appropriate pleading and payment of the prescribed filing fee but, subsequently, the judgment awards a claim not specified in the pleading, or if specified the same has been left for determination by the court, the additional filing fee therefor shall constitute a lien on the judgment. It shall be the responsibility of the Clerk of Court or his duly authorized deputy to enforce said lien and assess and collect the additional fee.^[25]

It cannot be gainsaid from the above guidelines that, with the exception of pauper litigants,^[26] without the payment of the correct docket or filing fees within the reglementary period, jurisdiction over the subject-matter or nature of the action will not vest in the trial court. In fact, a pauper litigant may still have to pay the docket fees later, by way of a lien on the monetary or property judgment that may accrue to him. Clearly, the flexibility or liberality of the rules sought by the petitioners cannot apply in the instant case.

Action is dismissible for *res judicata* and lack of cause of action.

The petitioners vehemently deny that the partition of Lot No. 252 has already been settled in Civil Case No. 36-C. They insist that the mere determination of the proportionate shares of the parties, as well as their respective portions of the aforesaid lot in the Compromise Agreement is not enough. They allege that Lot No. 252 is still covered by the old title, TCT No. 12206, in the name of the heirs of Gervacia Cantillano. The finality of the decision in Civil Case No. 36-C did not cause Lot No. 252 to divide itself in accordance with the subdivision plan. They assert that there must be an actual and exclusive possession of their respective portions in the plan and titles issued to each of them accordingly.^[27]

The petitioners' contentions are untenable.

Article 484 of the New Civil Code provides that there is co-ownership whenever the ownership of an undivided thing or right belongs to different persons. Thus, on the one hand, a co-owner of an undivided parcel of land is an owner of the whole, and over the whole he exercises the right of dominion, but he is at the same time the owner of

a portion which is truly abstract. On the other hand, there is no co-ownership when the different portions owned by different people are already concretely determined and separately identifiable, even if not yet technically described.[28]

Pursuant to Article 494 of the Civil Code, no co-owner is obliged to remain in the co-ownership, and his proper remedy is an action for partition under Rule 69 of the Rules of Court, which he may bring at anytime in so far as his share is concerned. Article 1079 of the Civil Code defines partition as the separation, division and assignment of a thing held in common among those to whom it may belong. It has been held that the fact that the agreement of partition lacks the technical description of the parties' respective portions or that the subject property was then still embraced by the same certificate of title could not legally prevent a partition, where the different portions allotted to each were determined and became separately identifiable.[29]

The partition of Lot No. 252 was the result of the approved Compromise Agreement in Civil Case No. 36-C, which was immediately final and executory. Absent any showing that said Compromise Agreement was vitiated by fraud, mistake or duress, the court cannot set aside a judgment based on compromise.[30] It is axiomatic that a compromise agreement once approved by the court settles the rights of the parties and has the force of res judicata. It cannot be disturbed except on the ground of vice of consent or forgery.[31]

Of equal significance is the fact that the compromise judgment in Civil Case No. 36-C settled as well the question of which specific portions of Lot No. 252 accrued to the parties separately as their proportionate shares therein. Through their subdivision survey plan, marked as Annex "A"[32] of the Compromise Agreement and made an integral part thereof, the parties segregated and separately assigned to themselves distinct portions of Lot No. 252. The partition was immediately executory,[33] having been accomplished and completed on December 1, 1971 when judgment was rendered approving the same. The CA was correct when it stated that no co-ownership exist when the different portions owned by different people are already concretely determined and separately identifiable, even if not yet technically described.[34]

It bears to note that the parties even acknowledged in Paragraph 7 of the Compromise Agreement that they had accepted their "respective determined shares in the subject parcel of land, and they agree to have their respective determined portions, Two-Fifths (2/5) for defendants and Three-Fifths (3/5) for plaintiffs, to be covered by independent and separate certificates of title in their respective names." [35]

The petitioners slept on their rights under the partition agreement.

To recall, the petitioners obtained part ownership of Lot No. 252 as the highest bidders at the execution sale of Lots Nos. 252 and 269 in Civil Case No. 7836, whereas respondents Marcela and Leoncia as heirs of Gervacia Cantillano retained their 2/5 interest in Lot No. 252 since they were not impleaded in the said case. As buyers of land, the petitioners had the right to pursue their share therein all the way to the issuance of their separate title and recovery of possession of their portion, beginning with the filing of Civil Case No. 36-C.

Concerning the registration with the Registry of Deeds of a judgment of partition of land, Section 81 of Presidential Decree (P.D.) No. 1529 provides that after the entry of the final judgment of partition, a copy of such final judgment shall be filed and registered. If the land is set off to the owner in severalty, each owner shall be entitled to have his certificate entered showing the share set off to him in severalty, and to receive an owner's duplicate thereof.[36]

Accordingly, Paragraph 8 of the Compromise Agreement provided that the petitioners shall "shoulder all the expenses incurred in the partition and to pay all expenses and fees which may be incurred in the issuance of the

independent certificates of title in favor of the respective parties by the proper Registry of Deeds.”[37] Unfortunately, the records do not disclose that the petitioners neither filed and registered with the Register of Deeds a certified copy of the final judgment of partition in Civil Case No. 36-C, nor did they perform or cause to be performed all further acts requisite for the cancellation of TCT No. 12206 and the issuance of the parties' separate titles over their assigned portions in Lot No. 252. The only entry in TCT No. 12206,[38] prior to the recording on June 13, 1979 of the issuance to the petitioners of a second duplicate copy of TCT No. 12206, is the annotation in April 1952 of the execution sale of Lot No. 252 to the petitioners.

Section 6, Rule 39 of the Rules of Court provides:

Sec. 6. Execution by motion or by independent action. – A final and executory judgment or order may be executed on motion within five (5) years from the date of its entry. After the lapse of such time, and before it is barred by the statute of limitations, a judgment may be enforced by action. The revived judgment may also be enforced by motion within five (5) years from the date of its entry and thereafter by action before it is barred by the statute of limitations.

A final and executory judgment may be executed by the prevailing party as a matter of right by mere motion within five (5) years from the entry of judgment, failing which the judgment is reduced to a mere right of action which must be enforced by the institution of a complaint in a regular court within ten (10) years from finality of the judgment.[39] In the instant case, there is no showing that after the judgment in Civil Case No. 36-C, the petitioners filed a motion to execute the same during the first five (5) years after its finality, or within the succeeding five (5) years, by a civil action to revive the judgment, before it would have been barred by the statute of limitations.[40] An action for revival of judgment is governed by Articles 1144(3) and 1152 of the Civil Code, and Section 6, Rule 39 of the Rules of Court. Articles 1144(3) and 1152 of the Code state:

Art. 1144. The following actions must be brought within ten years from the time the right of action accrues:

x x x x

(3) Upon a judgment

Art. 1152. The period for prescription of actions to demand the fulfillment of obligations declared by a judgment commences from the time the judgment became final.

When the petitioners filed Civil Case No. 1153-87-C on September 21, 1987, it was not purportedly to revive the judgment in Civil Case No. 36-C. It was apparently an action for “Partition, Recovery of Shares with Damages,” but nonetheless citing as basis of the Compromise Agreement in Civil Case No. 36-C. The petitioners wanted to accomplish through an entirely new action what was already adjudicated in Civil Case No. 36-C, rendered 17 years earlier, but which they inexplicably failed to enforce. The petitioners do not allege that they tried to execute the compromise judgment in Civil Case No. 36-C either by motion or by action to revive judgment within the prescriptive period. Absent any proof that the respondents resorted to dilatory schemes and maneuvers to prevent the execution of the Compromise Agreement,[41] and contrary to the petitioners’ gratuitous assertion in paragraph VIII of their complaint in Civil Case No. 1153-87-C, we fail to see how the mere filing by the respondents of Civil Case No. 299-83-C on August 11, 1981 could have in any way prevented or impeded the petitioners from executing the judgment in Civil Case No. 36-C.

We thus sustain the respondents' affirmative defenses of res judicata and lack of cause of action, and uphold the appellate and trial courts' rejection of the petitioners' ostensible attempt to revive the already stale judgment in Civil Case No. 36-C through an entirely new action for partition. The Court agrees with the CA when it explained:

- The judgment that effected res judicata is not so much the dismissal of the case due to prescription in Civil Case No. 792-84-C. What more appropriately leads to res judicata to this case is the final Compromise Judgment in Civil Case No. 36-C. All the elements of res judicata are present, a final decision on the merits, between the same parties, on the same subject matter and cause of action. x x x.

- The present complaint states no cause of action. There is no doubt that appellants' prayer for partition is anchored on their supposed co-ownership of Lot No. 252 plus the added fact that it is still covered by Transfer Certificate of Title No. 12206. However, appellants must have lost track of the fact that at the time the present action was commenced, partition was no longer an available remedy in their favor simply because their pretended co-ownership had already ceased to exist. Their 3/5 shares had already been segregated and determined in the subdivision plan mentioned in the Compromise Judgment and have, in fact, accepted their share to their satisfaction. In *De la Cruz vs. Cruz*, 32 SCRA 307 [1970], the Supreme Court, through Justice J.B.L. Reyes, said that co-ownership no longer exists over the whole parcel of land where the portions owned by the parties are already determined and identifiable. That said respective portions are not technically described, or that said portions are still embraced in one and the same certificate of title, does not make said portions less determinable, or identifiable, or distinguishable, one from the other, nor that dominion over its portions rest exclusively in their respective owners.[42]

Nonetheless, it must be made clear that nothing in this decision shall be understood to mean that the petitioners have lost their title or interest in the subject property. The final ("definite") deed of sale executed by the sheriff in favor of the petitioners pursuant to the execution sale in Civil Case No. 7836, which was duly registered in TCT No. 12206 on April 15, 1952, constituted an effective conveyance to the petitioners of the property sold therein and entitled them to possession thereof,[43] although in the subsequent decision in 1955 in Civil Case No. 9908, the respondents' 2/5 interest in the property was recognized, thereby amending the extent of the petitioners' title. The said judgment has not been registered, and neither was the compromise judgment of partition in Civil Case No. 36-C dated December 1, 1971, which established the parties' respective specific portions in Lot No. 252. Thus, as a prerequisite to the issuance of a new title in the name of the petitioners over their 3/5 allocated portion, we believe that Section 81[44] of P.D. No. 1529 does not bar the belated registration of the compromise judgment in Civil Case No. 36-C.

WHEREFORE, premises considered, the petition is DENIED. The Decision of the Court of Appeals dated July 13, 2001 in CA-G.R. CV No. 26109 is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Brion, Perez, and Sereno, JJ., concur.

[1] Penned by Justice Conrado M. Vasquez, Jr., with Justices Martin S. Villarama (now a member of this Court) and Sergio L. Pestaño, concurring; rollo, pp. 53-66.

[2] Id. at 34-39.

[3] Id. at 48-50.

[4] Id. at 77-79.

[5] Id. at 81-83.

[6] Id. at 82.

[7] Id. at 58-59.

[8] Id. at 55.

[9] Supra note 1.

[10] 233 Phil. 579 (1987).

[11] Rollo, p. 19.

[12] Rule 44, Section 13. Contents of appellant's brief. – The appellant's brief shall contain, in the order herein indicated, the following:

(a) A subject index of the matter in the brief with a digest of the arguments and page references, and a table of cases alphabetically arranged, textbooks and statutes cited with references to the pages where they are cited;

[13] 359 Phil. 332 (1998).

[14] Tan v. Planters Products, Inc., G.R. No. 172239, March 28, 2008, 550 SCRA 287, 301.

[15] Supra note 12.

[16] G.R. No. 165575, February 2, 2011, 641 SCRA 333.

[17] Id. at 348-349, citing *Lumbre v. CA*, G.R. No. 160717, July 23, 2008, 559 SCRA 419, 431 and 434; *Sps. Del Rosario v. CA*, 311 Phil. 630 (1995); *De Liano v. CA*, 421 Phil. 1033, 1046-1047 (2001).

[18] 505 Phil. 430 (2005).

[19] Id. at 440.

[20] Rollo, pp. 34-39.

[21] Supra note 18.

[22] Supra note 10.

[23] Id. at 585.

[24] 252 Phil. 280 (1989).

[25] Id. at 291-292.

[26] Section 16, Rule 141 of the Rules of Court states that "the legal fees shall be a lien on the monetary or property judgment in favor of the pauper-litigant."

[27] *Del Blanco v. Intermediate Appellate Court*, 240 Phil. 55, 67 (1987). (Citation omitted)

[28] *Spouses Si v. Court of Appeals*, 396 Phil. 819, 828 (2000). (Citation omitted)

[29] *De la Cruz v. Cruz, et al.*, 143 Phil. 230, 234 (1970).

[30] *Republic of the Philippines v. Court of Appeals*, 357 Phil. 174, 184 (1998), citing *De Guzman v. Court of Appeals*, 222 Phil. 236, 242 (1985).

[31] CIVIL CODE OF THE PHILIPPINES, Article 2037 and 2038; *Magbanua v. Uy*, 497 Phil. 511, 519 (2005); *Cebu International Finance Corporation v. Court of Appeals*, 374 Phil. 844, 858 (1999).

[32] Rollo, p. 82.

[33] *Pamintuan, et al. v. Muñoz, et al.*, 131 Phil. 213, 216 (1968); *The Pasay City Government, et al., v. CFI of*

Manila, Branch X, et al., 217 Phil. 153 (1984).

[34] Supra note 29.

[35] Rollo, p. 82.

[36] Section 81. Judgment of partition. – In proceedings for partition of registered land, after the entry of the final judgment of partition, a copy of such final judgment, certified by the clerk of court rendering the same, shall be filed and registered; thereupon, if the land is set off to the owner in severalty, each owner shall be entitled to have his certificate entered showing the share set off to him in severalty, and to receive an owner's duplicate thereof.

[37] Id.

[38] Rollo, pp. 85-87.

[39] *Villeza v. German Management and Services, Inc.*, G.R. No. 182937, August 9, 2010, 627 SCRA 425, 431.

[40] *Umali v. Judge Coquia*, 244 Phil. 159, 164, citing *Demetriou v. Lesaca*, 63 Phil. 112 (1936); *Republic v. Court of Appeals*, G.R. No. L-43179, June 27, 1985, 137 SCRA 220, 227; *Luzon Security Company v. Intermediate Appellate Court*, 157 SCRA 652 (1987).

[41] 221 Phil. 685, 695 (1985).

[42] Rollo, pp. 64-65.

[43] *Gonzalez v. Calimbas and Poblete*, 51 Phil. 355, 358 (1927).

[44] Supra note 36.

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.