

ADELFA DEMAFELIS, PETITIONER, VS. COURT OF APPEALS AND FERNANDO CONDEZ,

G.R. NO. 152164. November 23, 2007

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-152164/>

QUISUMBING, J.:

On appeal are the Decision[1] dated September 6, 2001 and the Resolution[2] dated February 8, 2002 of the Court of Appeals in CA-G.R. SP No. 58859. The appellate court had reversed the Decision[3] dated July 28, 1995 of the Regional Trial Court (RTC), Branch 274, Parañaque City.

The facts of the case are as follows:

On April 17, 1987, petitioner Adelfa Demafelis bought from the heirs of Hermogenes Rodriguez a 155-square meter parcel of land, part of a larger undivided parcel, Lot No. Psu-103596 covered by Tax Declaration No. D-010-07184. The land is situated in the Barrio of San Dionisio, Parañaque City. Petitioner said that she had allowed respondent Fernando Condez to stay in the property but later, she asked respondent to vacate the property. However, respondent did not leave. Thus, she filed with the Metropolitan Trial Court (MeTC), Branch 78, Parañaque City, a complaint for ejectment against respondent.

Respondent for his part maintains that on March 7, 1988, he bought the property from Antonio F. Bernabe[4] and that he had stayed in the said property as early as 1985, even before he acquired it from Bernabe.

The MeTC ordered respondent's eviction.[5] Respondent appealed to the RTC which affirmed the findings of the MeTC. The dispositive portion of the decision reads:

WHEREFORE, the decision of the court a quo is hereby affirmed in its entirety, and that, the court a quo is hereby ordered to issue a writ of execution in favor of the [petitioner].

SO ORDERED.[6]

Respondent appealed to the Court of Appeals, asking whether the affirmation by the RTC of the decision of the MeTC was proper under the circumstances.[7] The Court of Appeals held:

Comparing the two lots, i.e., 75 square meters allegedly purchased by petitioner from Antonio Bernabe, Jr., and the 115 square meters portion allegedly bought by respondent from Ismael Favila, it appears that the lot sold by Favila to Bernabe on March 7, 1998, which consists of 115,132 square meters, a portion of 75 square meters of which was in turn sold by Bernabe to petitioner Condes, is described as Lot 1, Psu-55940, and covered by TCT No. 272. On the other hand, the lot sold by Favila to respondent Demafelis with an area of 115 square meters is a portion of the 86,320 square meters known as Lot No. Psu-103592, and covered by Tax Declaration No. 010-07184. On the basis of the Psu number alone, it shows that the origin of the lot claimed by petitioner is different from the origin of the lot claimed by respondent.

Correspondingly, there is no certainty as to the identity of the property purchased by petitioner and that of respondent, except the bare contracts executed in their favor. Had there been a relocation survey of the

boundaries of the property in question, the controversy as to the identity of the lot subject matter of the instant case would have been avoided. If there is no identity between the property purchased by petitioner and the property purchased by respondent, the instant case for ejectment will not prosper as the parties have exclusive rights over their respective property.

WHEREFORE, the Decision, dated July 28, 1995, of the Regional Trial Court affirming the Decision, dated March 12, 1995, of the Metropolitan Trial Court is REVERSED and SET ASIDE. Civil Case No. 9216 of the M[e]TC, Branch 78, Parañaque City, is DISMISSED.

SO ORDERED.[8]

The Court of Appeals later denied petitioner's subsequent motion for reconsideration.[9]

Hence, the instant petition, which raises the following issues:

I.

WHETHER OR NOT THE HONORABLE COURT OF APPEALS, SEVENTH DIVISION WENT BEYOND THE ISSUES RAISED IN THE PETITION FOR REVIEW IN RENDERING THE DECISION SOUGHT TO BE REVIEWED.

II.

WHETHER OR NOT THE HONORABLE COURT OF APPEALS, SEVENTH DIVISION ERRED IN ITS FINDINGS THAT THERE IS NO IDENTITY OF THE PROPERTY SUBJECT OF EJECTMENT BEING CONTRARY TO THE EVIDENCE ON RECORD.

III.

WHETHER OR NOT THE HONORABLE COURT OF APPEALS, SEVENTH DIVISION ERRED IN CONCLUDING THAT THE DOCUMENT OF SALE IN FAVOR OF RESPONDENT FERNANDO CONDES TRANSFERRED OWNERSHIP CONTRARY TO THE FINDINGS OF THE LOWER COURT THAT THE DOCUMENT NAMELY: "KASUNDUAN SA BILIHAN NG LUPA" IS ACTUALLY AN AGREEMENT TO ENTER INTO A CONTRACT TO SELL AND DID NOT TRANSFER THE OWNERSHIP OF THE LOT SUBJECT THEREIN.

IV.

WHETHER OR NOT THE HONORABLE COURT OF APPEALS, SEVENTH DIVISION ERRED IN NOT REMANDING THE CASE TO THE COURT OF ORIGIN FOR THE PURPOSE OF ESTABLISHING IDENTITY OF THE PROPERTY RATHER THAN DISMISSING OUTRIGHT CIVIL CASE NO. 9216 OF THE M[e]TC, BRANCH 78, PARAÑAQUE CITY.[10]

More simply stated, the issues for resolution now are: (1) Did the Court of Appeals err in going beyond the issues raised in the petition for review? (2) Did the Court of Appeals err in finding that the identity of the property in question has not been established? (3) Lastly, did the Court of Appeals err in concluding that the document of sale in favor of respondent transferred ownership?

On the first issue, petitioner contends that a review of the arguments of respondent in the MeTC would clearly reveal that the matter of identity of the property subject of ejectment was not raised. In fact, the first time that the matter surfaced was when the Court of Appeals rendered the decision which is sought to be reviewed in this appeal.[11]

Respondent, on the other hand, states that the Court of Appeals is clothed with ample authority to review matters

although not assigned as errors if their consideration is necessary in arriving at a just decision.[12]

The pertinent rule is Section 8, Rule 51 of the Revised Rules of Court. It states:

SEC. 8. Questions that may be decided. No error which does not affect the jurisdiction over the subject matter or the validity of the judgment appealed from or the proceedings therein will be considered unless stated in the assignment of errors, or closely related to or dependent on an assigned error and properly argued in the brief, save as the court may pass upon plain errors and clerical errors.

In several cases we have also explained that the Court of Appeals is imbued with sufficient authority and discretion to review matters, not otherwise assigned as errors on appeal, if it finds that their consideration is necessary in arriving at a complete and just resolution of the case or to serve the interests of justice or to avoid dispensing piecemeal justice.[13] In *Sesbreño v. Central Board of Assessment Appeals*[14] we held that an appellate court has an inherent authority to review unassigned errors, e.g. (1) which are closely related to an error properly raised; (2) upon which the determination of the error properly assigned is dependent; or (3) where the Court finds that consideration of them is necessary in arriving at a just decision of the case.[15]

We note that the issue raised in the court a quo was:

Whether the affirmance by the Regional Trial Court, Branch 274, Parañaque City, of the decision of the Metropolitan Trial Court, Branch 78, Parañaque City is proper under the circumstances.[16]

Patently, the matter of identity of the property subject of ejectment is closely related to the error raised. Even the petitioner herself in her Memorandum admitted that the issue raised was broad enough to cover a lot of issues.[17] Here therefore, the resolution of the assigned error is dependent on the matter of identity of the property subject of ejectment, and the identification of the property is necessary in arriving at a just decision of the case. Thus, we agree that the appellate court did not err in tackling the issue.

On the second issue, petitioner contends that the Court of Appeals simply overlooked the existence of the Location Plan submitted in evidence by petitioner in the lower court when it found that there was no identity of the property subject of ejectment.[18]

Respondent counters that the issue as to the identity of the subject land is a question of fact already determined by the appellate court which cannot be raised in a petition for review on certiorari and cannot be disturbed by this Court unless those findings are not supported by the evidence.[19]

In the case of *Towne & City Development Corporation v. Court of Appeals*,[20] the Court said that there is a question of fact when a doubt or difference arises as to the truth or the falsehood of alleged facts, while there is a question of law when such doubt or difference refers to what the law is on a certain state of facts.[21] The identity of the subject land is a factual finding supported by evidence, hence, cannot be disturbed in this petition. We are bound by this factual finding of the appellate court, and cannot review again the credibility of witnesses and calibrate the probative value of the evidence on record.[22]

At this juncture, it is worthy to note that the petitioner's Location Plan was not even mentioned in her Complaint[23] before the MeTC. Nor was it attached to her Motion for Reconsideration and Reply to Comment in the Court of Appeals when she raised this as the main ground for the reconsideration of the Court of Appeals' decision. But assuming *arguendo* that the Location Plan was attached, there is still not enough reason to say that the Court of Appeals overlooked the Location Plan submitted by petitioner. Lending more credence to the evidence of one party does not necessarily mean overlooking the evidence of the other.

On the third issue, petitioner contends that the statement of the Court of Appeals that respondent was the owner of

the lot that he allegedly purchased from Antonio F. Bernabe is contrary to the statements of the lower courts which should be binding and conclusive upon the Court of Appeals.[24] She further argues in her reply that the findings of facts by the Court of Appeals are subject to review by the Court.[25]

On the other hand, respondent reiterates that the findings of the Court of Appeals as to the lack of identity of the subject lot, are amply supported by evidence, hence, they should not be disturbed by the Court, as these are now conclusive on the parties and are not reviewable by this Court.[26]

The trial court held that there was a contract to sell or conditional sale between Bernabe and respondent, while, according to the petitioner, the Court of Appeals implied that the parties had entered into a contract of sale. Since there was an apparent conflict between the findings of the Court of Appeals and the trial court, we went through the records of the case.

The Kasunduan sa Bilihan ng Lupa[27] or Kasunduan between Bernabe and the respondent reads:

SA SINUMANG MAKAKAALAM:

Ako si Ginoong Antonio F. Bernabe, may asawa nakatira sa 54 Bonn st. BF Homes, Paranaque Metro Manila. May-ari sa isang parcelang lupa na aking pinahuhulugang sa mababang halaga.

Ang kabuang sukat ng lupa ay humigit kumulang sa 75 metro kuadrado. Bilang may-ari ng lupa ay sumangayon ako sa [kasunduan] ng bilihan ng lupa sa murang halaga.

Ako si Ginoong Fernando Condez may asawa nakatira sa Sucat Paranaque. Bumili ng lupa kay Ginoong Antonio F. Bernabe sa murang halaga. Aking pong huhulugan ang lote sa mababang halaga.

Na si Ginoong Fernando Condez ay nangangako na ang halagang P18,550.00 (labing walo libo limangdaan limangpung piso) ay babayaran niya sa may-ari sa [loob] [ng] labing dalawang taon (12 years) sa halagang P250.00 ang hulog buwan buwan.

Na kung hindi makahulog si G. Fernando Condez sa buwaanang hulog siya ay magbabayad ng multang P50.00 isang buwan.

Sa katunayan, si G. Antonio F. Bernabe at si G. Fernando Condez ay lumagda ngayon ika 7 Marso 1988 Bernabe Subd. Sucat Parque., Metro Manila.

(Nilagdaan)

(Nilagdaan)

G. Antonio F. Bernabe

G. Fernando Condez

NAGBIBILI

BUMILI

Lumagda sa harap nina:

(Nilagdaan)

(Nilagdaan)

The case of Gomez v. Court of Appeals held:

To be sure, a contract of sale may either be absolute or conditional. One form of conditional sale is what is

now popularly termed as a “Contract to Sell,” where ownership or title is retained until the fulfillment of a positive suspensive condition normally the payment of the purchase price in the manner agreed upon.[28]

It would seem that the Kasunduan, showing payment by installment, embodied a contract to sell or a conditional sale, reserving ownership in the vendor Bernabe until the full payment by respondent of the purchase price. However, the fact that the Kasunduan was a contract to sell does not necessarily mean that the Court of Appeals erred when it said “a portion of 75 square meters of which was in turn sold by Bernabe to petitioner Condez, is described as Lot 1, Psu-55940, and covered by TCT No. 272.” Patently, the Court of Appeals implied only that ownership had transferred to the respondent when it said this, a fact which is not inconsistent with the Deed of Sale being conditional at first. That the Court of Appeals concluded that the document of sale or the Kasunduan in favor of respondent transferred ownership cannot be inferred in its assailed Decision or Resolution.

WHEREFORE, the instant petition is DENIED for lack of merit. The Decision dated September 6, 2001 and the Resolution dated February 8, 2002 of the Court of Appeals in CA-G.R. SP No. 58859 are AFFIRMED.

Costs against petitioner.

SO ORDERED.

Carpio, Carpio-Morales, Tinga, and Velasco, Jr., JJ., concur.

* Condes in some parts of the records.

[1] Rollo, pp. 22-28. Penned by Associate Justice Bernardo P. Abesamis, with Associate Justices Godardo A. Jacinto and Eliezer R. De Los Santos concurring.

[2] Id. at 29.

[3] CA rollo, pp. 51-55. Penned by Judge Amelita G. Tolentino.

[4] Id. at 28.

[5] Id. at 41.

[6] Id. at 55.

[7] Id. at 13.

[8] Rollo, p. 27.

[9] Id. at 29.

[10] Id. at 76.

[11] Id. at 77.

[12] Id. at 63.

[13] St. Michael’s Institute v. Santos, G.R. No. 145280, December 4, 2001, 371 SCRA 383, 394; Heirs of Ramon Durano, Sr. v. Uy, G.R. No. 136456, October 24, 2000, 344 SCRA 238, 257-258.

[14] G.R. No. 106588, March 24, 1997, 270 SCRA 360.

[15] Id. at 370.

[16] Rollo, p. 24.

[17] Id. at 77.

[18] Id. at 79.

[19] Id. at 65.

[20] G.R. No. 135043, July 14, 2004, 434 SCRA 356.

[21] Id. at 360, citing *Naguiat v. Court of Appeals*, G.R. No. 118375, October 3, 2003, 412 SCRA 591, 596.

[22] *Central Bank of the Philippines v. Castro*, G.R. No. 156311, December 16, 2005, 478 SCRA 235, 244.

[23] CA rollo, pp. 22-24.

[24] Rollo, p. 82.

[25] Id. at 53.

[26] Id. at 66.

[27] CA rollo, p. 28.

[28] *Gomez v. Court of Appeals*, G.R. No. 120747, September 21, 2000, 340 SCRA 720, 727-728.

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.