BARCELIZA P. CAPISTRANO, PETITIONER, VS. DARRYL LIMCUANDO AND FE S. SUMIRAN, RESPONDENTS.

G.R. No. 152413. February 13, 2009

Ponente: LEONARDO-DE CASTRO, J.

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LEONARDO-DE CASTRO, J.:

This is a petition for review of the Court of Appeals' (CA) Decision[1] dated September 28, 2001 and the Resolution[2] dated February 1, 2002 in CA - G.R. CV No. 49028, which affirmed the Amended Decision[3] dated January 23, 1995 rendered by the Regional Trial Court (RTC), Branch 32 of San Pablo City, Laguna in Civil Case No. SP 3757. Said civil case was an action for the annulment of a deed of sale or for the repurchase of real property, wherein the RTC held:

> WHEREFORE, the Court hereby orders and adjudges:
>
> - The validity of the Deed of Absolute Sale dated February 1, 1989 executed by plaintiff [petitioner] in favor of defendants [respondents];
>
> - That the true and correct consideration of the sale of the undivided one-half of the property now registered under TCT No. T-127771 with an area of 195 square meters in the name of plaintiff [petitioner] and defendants [respondents] is P75,000.00 partial payment of P10,000.00 having been effected by defendants [respondents] in favor of plaintiff [petitioner];
>
> - The defendants [respondents] to pay the plaintiff [petitioner] the sum of P65,000.00 representing the balance unpaid for the total cost of the disputed property in the sum of P75,000.00. The payment of P65,000.00 should be effected by defendants [respondents] to plaintiff [petitioner] within thirty (30) days from receipt of this decision without interest;
>
> - The claims of both parties for damages against each other are denied for insufficiency of evidence.[4]

A summary of the relevant facts culled from the pleadings and the evidence on record follows:

Petitioner owned a parcel of land, with an estimated area of 224 square meters located at Barangay Talaga, Rizal, Laguna, covered by Original Certificate of Title No. P-10302 pursuant to a Free Patent issued on August 23, 1977. She sold this parcel of land with a right of repurchase in favor of spouses Felimon Zuasola and Anita Subida on December 31, 1985.

On February 1, 1989, petitioner sold half of the same parcel of land to respondents for the price of P75,000.00 on the understanding that respondents shall pay the amount of P10,000.00 as partial payment and the balance to be paid by monthly installments. Petitioner received the partial payment of P10,000.00 but signed a deed of absolute sale, denominated as "Kasulatan ng Bilihang Tuluyan," disposing half of the property in favor of respondents purportedly in consideration of the amount received. Subsequently, respondents defaulted on their monthly installments. Petitioner repeatedly demanded for the payment of the balance of P65,000.00 from respondents but the latter refused to pay and claimed that they had already fully satisfied the consideration for the disputed land

according to the terms of the subject deed of sale.

Respondents learned afterwards that the disputed land had been previously sold by the petitioner to the spouses Zuasola and Subida which led respondents to file a criminal complaint for estafa against petitioner on April 10, 1991. Petitioner was eventually convicted.

On August 19, 1991, petitioner repurchased the parcel of land from the spouses Zuasola and Subida. She also offered to repurchase from respondents the portion of the disputed land which she sold to them but the latter refused. On September 27, 1991, Transfer Certificate of Title No. 127771 over the disputed land was issued in the names of respondents.

On May 27, 1993, petitioner filed a complaint[5] for the annulment of the subject deed of sale alleging that the sale was a nullity from the beginning and that respondents even assailed its validity in the previously mentioned criminal case for estafa against petitioner. As an alternative cause of action, petitioner sought to repurchase the disputed land from respondents based on Section 119 of Commonwealth Act No. 141 (Public Land Act). She prayed as follows:

> WHEREFORE, it is respectfully prayed that judgment be rendered in favor of plaintiff and against defendants:
>
> - To declare the "Kasulatan ng Bilihang Tuluyan" as nullified;
>
> - To order the repurchase of the said one-half (1/2) portion of the realty by the plaintiff [petitioner];
>
> - That defendants [respondents] be made to pay the costs of this suit.
>
> Plaintiff [Petitioner] likewise prays for any other relief which to this Honorable Court may be just and equitable in the premises.

In their Answer with Counterclaim,[6] respondents admitted the material facts of the case but chiefly contended that they purchased the subject land from petitioner in consideration of the sum of Ten Thousand Pesos (P10,000.00) only and that they never assailed the validity of the subject deed of sale in the estafa case.

After pre-trial and the marking of the exhibits, the parties manifested to the RTC their intention to submit the case for judgment on the basis of the evidence on record. The RTC directed the parties to file their respective memoranda and, thereafter, rendered its judgment.

In its Amended Decision, the RTC sustained the validity of the subject deed of sale and denied the right of the petitioner to repurchase the disputed land from the respondents. In explanation, the trial court ruled:

> When plaintiff [petitioner] sold one-half (1/2) of the subject property to the defendants [respondents] on February 1, 1989, the five (5) year period from the date of issuance of the patent on August 23, 1977 had absolutely expired. There was no longer [any] barrier for the plaintiff [petitioner] to dispose or alienate the subject property. When the plaintiff [petitioner] executed the Venta con Pacto de Retro in favor of spouses Zuasola in 1985, the barrier or prohibition was likewise already inapplicable because the five (5) year period had already expired as almost eight (8) years had elapsed from the date of issuance of the patent in 1977.
>
> The filing of an Information for Estafa against plaintiff [petitioner] is a criminal action which cannot properly be considered as a basis for the annulment of a Deed of Absolute Sale executed by plaintiff [petitioner] in favor of defendants [respondents]. The plaintiff [petitioner] was convicted of Estafa on the basis of criminal evidence that supports a conviction beyond reasonable doubt. The annulment of the Deed of Absolute Sale should be ventilated in a separate civil action that needs preponderance of evidence for the purpose. At this instance it should also be considered seriously that when this action was filed on May 27, 1993, the plaintiff [petitioner] was already aware that Transfer Certificate of Title No. T-127771 on the disputed one-half portion

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> was already issued in the name of defendants [respondents] as of September 27, 1991 and which title originated from OCT P-10302, the Free-Patent awarded to herein plaintiff [petitioner] on August 23, 1977 under Act No. 141. A perusal of the complaint shows that it seeks relief for declaration of nullity of the Deed of Absolute Sale executed by plaintiff [petitioner] in favor of defendants [respondents] on February 1, 1989 but it does not seek annulment of TCT No. T-127771 or a reconveyance of the same it appearing that said title is registered in the name of the defendants [respondents] insofar as the one-half disputed portion is concerned.
>
> The repurchase made by the plaintiff [petitioner] of the disputed property from the spouses Zuasola is a voluntary act executed by plaintiff [petitioner] which the Court considers not binding and effective for the annulment of the Deed of Sale of February 1, 1989 in favor of defendants [respondents]. If plaintiff [petitioner] opted to repurchase the subject property from the spouses Zuasola it was because plaintiff [petitioner] was under the impression that she was under the protective mantle of the provisions of Sec. 119 of Public [Land] Act 141. This actuation of plaintiff [petitioner] is not looked [upon] with favor by the Court.
>
> The plaintiff [petitioner], however, raised the issue of nonpayment of the full consideration of the sale of the disputed one-half portion to the defendants [respondents] in the total sum of P75,000.00. Defendants [Respondents] alleged that the full consideration is P10,000.00 as envisioned in the Deed of Absolute Sale and said amount having been fully paid to plaintiff [petitioner], defendants [respondents] are no longer obligated to plaintiff [petitioner]. The Court glaringly noticed that the Deed of Sale with right of repurchase of the subject property in favor of the Zuasolas was for the amount of P40,000.00 which shows that even in 1985 the one-half undivided portion which is now the subject of this action could command a consideration of P20,000.00 in a transaction of Venta Con Pacto de Retro. The subject property abuts a provincial road. The undivided one-half of the whole property of 195 square meters to the mind of the Court could not be fairly sold for a consideration of P10,000.00. The Court entertains a laudable and correct impression that the subject property was agreed to be sold for the sum of P75,000.00, the amount of P10,000.00 having already been paid in advance leaving a balance of P65,000.00 which should therefore be paid by the defendants [respondents] to plaintiff [petitioner].[7]

On appeal by both petitioner and respondents, the CA affirmed the judgment of the RTC as follows:

> Plaintiff-appellant's [Petitioner's] right to repurchase the one-half (1/2) portion of the property no longer exists. The prohibition against the alienation of the land acquired by [petitioner] by free patent ended on August 23, 1983 or five years from its issuance. Thus, when plaintiff-appellant [petitioner] sold the one-half (1/2) portion of the property to defendant-appellants [respondents] on February 1, 1989, the redemption period contemplated by Section 119 of the Public Land Act, as amended, no longer finds application.
>
> It may be true that the policy behind homestead laws is to distribute disposable agricultural lands of the state to land destitute citizens for their home and cultivation, but this right may not altogether be true when the person invoking the same is guilty of bad faith.
>
> In the instant case, plaintiff-appellant [petitioner] was convicted of estafa by reason of the double sale over the same property. She repurchased the property from the first buyer only after an information had already been filed against her. It is inescapable that when she filed the complaint with the court a quo she was with unclean hands. It is an act that negates the gratuitous reward by the State.
>
> From the foregoing, we deem it fit not to disturb the judgment of the court a quo.[8] (Emphasis supplied)

Hence, the instant petition for review.

Petitioner asserts that the subject deed of sale is null and void. The cause of this obligation, as an indispensable element of a contract, is allegedly false because of the fact that, prior to the sale of the disputed land in favor of the respondents in 1989, petitioner had the same land sold with right of repurchase in favor of spouses Zuasola and Subida way back in 1985. [9] Petitioner's asserts that her redemption of the disputed land from spouses

Zuasola and Subida does not cure a void contract (i.e. the deed of sale in favor of respondents). In addition, petitioner argues that, at the time the adverted criminal case was instituted against her, respondents essentially admitted that fraud attended the execution of the subject deed of sale and that, therefore, respondents should be deemed to have assailed the validity of the said contract.

Anent her alternative cause of action, petitioner claims that the RTC ostensibly and irrelevantly applied Section 118 of the Public Land Act. She underscores instead Section 119 of the said law and stresses that her right to repurchase the disputed land prescribes only after five years from the date she conveyed the same to the respondents in 1989. Thus, she claims she timely exercised such right when she instituted the complaint in 1993.

In their Comment[10] and Memorandum,[11] respondents argue that the provision of the Public Land Act which prohibits the alienation of the disputed land within a period of five years reckoned from the date of the issuance of the patent had lapsed along with the right to repurchase the disputed land under the said law. The respondents further contend that the petitioner conveyed the disputed land in bad faith and should not therefore be allowed to come to court with unclean hands.

After evaluation of the parties' competing arguments, we find the petition devoid of merit.

We simply cannot uphold petitioner's contention that the deed of sale she executed in favor of respondents should be declared null and void on the basis of the previous deed of sale with right of repurchase petitioner executed in favor the spouses Zuasola and Subida. Ostensibly, when petitioner sold the subject property to herein respondents, she no longer had any right to do so for having previously sold the same property to other vendees. However, it is elementary that he who comes to court must do so with clean hands.[12] Being the vendor in both sales, petitioner knew perfectly well that when she offered the subject property for sale to respondents she had already previously sold it to the spouses Zuasola and Subida. It is undeniable then that petitioner fraudulently obtained the consent of respondents in the execution of the assailed deed of sale. She even admits her conviction of the crime of estafa for the deception she perpetrated on respondents by virtue of the double sale.

Certainly, petitioner's action for annulment of the subject deed should be dismissed based on Article 1397 of the Civil Code which provides that the person who employed fraud cannot base his action for the annulment of contracts upon such flaw of the contract, thus:

> Art. 1397. The action for the annulment of contracts may be instituted by all who are thereby obliged principally or subsidiarily. However, persons who are capable cannot allege the incapacity of those with whom they contracted; nor can those who exerted intimidation, violence, or undue influence, or employed fraud, or caused mistake base their action upon these flaws of the contract.

Petitioner is, therefore, precluded from seeking the annulment of the said contract based on the fraud which she herself has caused.

The theory of petitioner that the respondents should be deemed to have themselves assailed the validity of the subject deed of sale, since the civil aspect of the criminal case for estafa was impliedly instituted with the filing of said criminal action, is bereft of legal basis. The civil action impliedly instituted in a criminal case pertains only to the recovery of civil liability arising from the offense charged.[13] Such civil action includes recovery of indemnity under the Revised Penal Code, and damages under Articles 32, 33, 34 and 2176 of the Civil Code of the Philippines arising from the same act or omission of the accused.[14] In other words, the civil action which is deemed impliedly instituted with the criminal action is the recovery of indemnity or damages under the Revised Penal Code and specifically enumerated articles of the Civil Code. The action to annul the subject deed of sale is obviously not among the civil actions that are deemed impliedly instituted with the criminal action. Thus, respondents' active participation in the prosecution of petitioner for the crime of estafa, as well as their concession

that fraud attended the execution of the said deed of sale, would have significance only as to the recovery of civil indemnity arising from the said crime. The trial court did not err when it held that the action to annul the deed of sale should be ventilated in a separate civil action, notwithstanding petitioner's conviction in the criminal action.

In light of the peculiar facts of this case, we also find no merit in petitioner's alternative cause of action that she should be allowed to repurchase the subject property from respondents.

It is true that Section 118[15] of the Public Land Act pertains to the prohibition of the sale or encumbrance of a land acquired through free patent and homestead provision within a period of five years from the date of the issuance of the patent or grant. On the other hand, Section 119[16] of the said law subjects said land's alienation, impliedly after the expiration of the prohibitive period, upon a right of repurchase by the homesteader, his widow, or heirs, within a period of five years from the date of its conveyance. Indeed, these provisions complement the intent and purpose of the law "to preserve and keep in the family of the homesteader that portion of public land which the State had gratuitously given to him."[17]

However, it is important to stress that the ultimate objective of the law is "to promote public policy, that is, to provide home and decent living for destitutes, aimed at providing a class of independent small landholders which is the bulwark of peace and order."[18] Our prevailing jurisprudence requires that the motive of the patentee, his widow, or legal heirs in the exercise of their right to repurchase a land acquired through patent or grant must be consistent with the noble intent of the Public Land Act. We held in a number of cases that the right to repurchase of a patentee should fail if his underlying cause is contrary to everything that the Public Land Act stands for. In Benzonan v. CA,[19] we ruled:

> In the light of the records of these cases, we rule that respondent Pe cannot repurchase the disputed property without doing violence to everything that CA No. 141 (as amended) stands for.
>
> We ruled in Simeon v. Peña, 36 SCRA 610, 617 [1970] through Chief Justice Claudio Teehankee, that:
> xxx xxx xxx
>
> "These findings of fact of the Court of Appeals that "(E)vidently, the reconveyance sought by the plaintiff (petitioner) is not in accordance with the purpose of the law, that is, 'to preserve and keep in the family of the homesteader that portion of public land which the State has gratuitously given to him'" and expressly found by it to "find justification from the evidence of record . . ."
>
> "Under the circumstances, the Court is constrained to agree with the Court of Appeals that petitioners' proposed repurchase of the property [do] not fall within the purpose, spirit and meaning of section 119 of the Public Land Act, authorizing redemption of the homestead from any vendee thereof."

We reiterated this ruling in Vargas v. Court of Appeals, 91 SCRA 195, 200, [1979] viz:

> "As regards the case of Simeon v. Peña, petitioners ought to know that petitioner therein was not allowed to repurchase because the lower court found that his purpose was only speculative and for profit. In the present case, the Court of Appeals found that herein petitioners' purposes and motives are also speculative and for profit.
>
> "It might be well to note that the underlying principle of Section 119 of Commonwealth Act No. 141 is to give the homesteader or patentee every chance to preserve for himself and his family the land that the State had gratuitously given to him as a reward for his labor in cleaning and cultivating it. (Simeon v. Peña, 36 SCRA 617). As found by the Court of Appeals, the motive of the petitioners in repurchasing the lots in question being one for speculation and profit, the same therefore does not fall within the purpose, spirit and meaning of said section."

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and in Santana et. al. v. Mariñas, 94 SCRA 853, 861-862 [1979] to wit:

> "In Simeon v. Peña we analyzed the various cases previously decided, and arrived at the conclusion that the plain intent, the raison d' etre, of Section 119, C.A. No. 141 '. . . is to give the homesteader or patentee every chance to preserve for himself and his family the land that the state had gratuitously given to him as a reward for his labor in cleaning and cultivating it.' In the same breath, we agreed with the trial court, in that case, that it is in this sense that the provision of law in question becomes unqualified and unconditional. And in keeping with such reasons behind the passage of the law, its basic objective is to promote public policy, that is, to provide home and decent living for destitutes, aimed at promoting a class of independent small landholders which is the bulwark of peace and order."
>
> "As it was in Simeon v. Peña, respondent Mariñas' intention in exercising the right of repurchase 'is not for the purpose of preserving the same within the family fold,' but 'to dispose of it again for greater profit in violation of the law's policy and spirit.' The foregoing conclusions are supported by the trial court's findings of fact already cited, culled from evidence adduced. Thus respondent Mariñas was 71 years old and a widower at the time of the sale in 1956; that he was 78 when he testified on October 24, 1963 (or over 94 years old today if still alive); that . . . he was not living on the property when he sold the same but was residing in the poblacion attending to a hardware store, and that the property was no longer agricultural at the time of the sale, but was a residential and commercial lot in the midst of many subdivisions. The profit motivation behind the effort to repurchase was conclusively shown when the then plaintiff's counsel, in the case below, Atty. Loreto Castillo, in his presence, suggested to herein petitioners' counsel, Atty. Rafael Dinglasan '. . . to just add to the original price so the case would be settled.' Moreover, Atty. Castillo manifested in court that an amicable settlement was possible, for which reason he asked for time 'within which to settle the terms thereof and that 'the plaintiff . . . Mr. Mariñas, has manifested to the Court that if the defendants would be willing to pay the sum of One Peso and Fifty Centavos (P1.50) per square meter, he would be willing to accept the offer and dismiss the case."

Our decisions were disregarded by the respondent court which chose to adopt a Court of Appeals ruling in Lim, et al. v. Cruz, et al., CA-G.R. No. 67422, November 25, 1983 that the motives of the homesteader in repurchasing the land are inconsequential" and that it does not matter even "when the obvious purpose is for selfish gain or personal aggrandizement."

In Heirs of Venancio Bajenting v. Bañez,[20] we reiterated the doctrine applied in the above-cited cases as follows:

> As elucidated by this Court, the object of the provisions of Act 141, as amended, granting rights and privileges to patentees or homesteaders is to provide a house for each citizen where his family may settle and live beyond the reach of financial misfortune and to inculcate in the individuals the feelings of independence which are essential to the maintenance of free institution. The State is called upon to ensure that the citizen shall not be divested of needs for support, and reclined to pauperism. The Court, likewise, emphasized that the purpose of such law is conservation of a family home in keeping with the policy of the State to foster families as the factors of society, and thus promote public welfare. The sentiment of patriotism and independence, the spirit of citizenship, the feeling of interest in public affairs, are cultivated and fostered more readily when the citizen lives permanently in his own house with a sense of its protection and durability. It is intended to promote the spread of small land ownership and the preservation of public land grants in the names of the underprivileged for whose benefits they are specially intended and whose welfare is a special concern of the State. The law is intended to commence ownership of lands acquired as homestead by the patentee or homesteader or his heirs.
>
> In Simeon v. Peña, the Court declared that the law was enacted to give the homesteader or patentee every chance to preserve for himself and his family the land that the State had gratuitously given to him as a reward for his labor in cleaning and cultivating it. In that sense, the law becomes unqualified and unconditional. Its basic objective, the Court stressed, is to promote public policy, that is, to provide home and decent living for

> destitutes, aimed at providing a class of independent small landholders which is the bulwark of peace and order.
>
> To ensure the attainment of said objectives, the law gives the patentee, his widow or his legal heirs the right to repurchase the property within five years from date of the sale. However, the patentee, his widow or legal heirs should not be allowed to take advantage of the salutary policy of the law to enable them to recover the land only to dispose of it again to amass a hefty profit to themselves. The Court cannot sustain such a transaction which would put a premium on speculation which is contrary to the philosophy behind Section 119 of Act 141, as amended.

Analogous to the rationale in the foregoing cited cases, we cannot sustain the right to repurchase of a patentee when such repurchase would reward rather than sanction an act of injustice committed by her in her fraudulent dealings with land that she acquired from the government under the Public Land Act. We uphold the CA's finding that petitioner is guilty of bad faith and that she only made efforts to repurchase the property from the first buyers after an information for estafa had been filed against her by the second buyers. To be sure, petitioner only made an effort to enforce her right to repurchase from the second buyers (by filing the complaint subject of the present petition) during the pendency of the said criminal action for estafa. Indeed, petitioner's successive conveyances of the disputed land for valuable consideration to different vendees clearly indicate the profit-making motive of petitioner and her lack of intention to preserve the land for herself and her family. This Court cannot countenance such a betrayal of the ultimate objective of the law.

In view of the foregoing, the appellate court did not commit any reversible error in its assailed decision and resolution.

WHEREFORE, the petition of Barceliza P. Capistrano is hereby DENIED for lack of merit.

SO ORDERED.

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

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[1] Penned by Associate Justice Eubulo G. Verzola with Associate Justices Marina L. Buzon and Bienvenido L. Reyes concurring; rollo, pp. 71-76.

[2] Id. at pp. 84-85.

[3] Id. at pp. 43-50.

[4] Id. at pp. 49-50.

[5] Id. at pp. 33-36.

[6] Ibid.

[7] Id. at pp. 47-48.

[8] Id. at p. 75.

[9] Citing Article 1318 in relation to Articles 1350 and 1353 of the Civil Code as follows:

> Art. 1318. There is no contract unless the following requisites concur:
> 1) Consent of the contracting parties;
> 2) Object certain which is the subject matter of the contract;
> 3) Cause of the obligation which is established.

Art. 1350. In onerous contracts the cause is understood to be, for each contracting party, the prestation or promise of a thing or service by the other; xxx xxx xxx

Art.1353. The statement of a false cause in contracts shall render them void, if it should not be proved that they were founded upon another cause which is true and lawful.

[10] Rollo, pp. 90-92.

[11] Id. at pp. 118-127.

[12] Dequito v. Llamas, G.R. No. L-28090, September 4, 1975, 66 SCRA 504, 510; Camporedondo v. National Labor Relations Commission, G.R. No. 129049, August 6, 1999, 312 SCRA 47, 48.

[13] Rules of Court, Rule 111, Section 1.

[14] Id.

[15] C.A. No. 141, Sec. 118: Except in favor of the Government or any of its branches, units or institutions, or legally constituted banking corporations, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application and for a term of five years from and after the date of issuance of the patent or grant nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of said period; but the improvements or crops on the land may be mortgaged or pledged to qualified persons, associations, or corporations.

No alienation, transfer, or conveyance of any homestead after five years and before twenty-five years after issuance of title shall be valid without the approval of the Secretary of Agriculture and Natural Resources, which approval shall not be denied except on constitutional and legal grounds.

[16] C.A. No. 141, Sec. 119: Every conveyance of land acquired under the free patent and homestead provisions, when proper, shall be subject to repurchase by the applicant, his widow, or legal heirs, within a period of five years from the date of conveyance.

[17] Rural Bank of Davao City, Inc. v. Court of Appeals, G.R. No. 83992, January 27, 1993, 217 SCRA 554, 563-564, citing Pascua v. Talens, 80 Phil. 792, 793-794.

[18] Benzonan v. CA, G.R. Nos. 97973 and 97998, January 27, 1992, 205 SCRA 515, 524-526.

[19] Supra.

[20] G.R. No. 166190, September 20, 2006, 502 SCRA 531.

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