

**NORMA B. DOMINGO, PETITIONER, VS. YOLANDA ROBLES; AND
MICHAEL MALABANAN ROBLES, MARICON MALABANAN ROBLES,
MICHELLE MALABANAN ROBLES, ALL MINORS REPRESENTED BY
THEIR MOTHER, YOLA...**

G.R. NO. 153743. March 18, 2005

Ponente: PANGANIBAN, J.

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PANGANIBAN, J.:

Forgery must be proven by the party alleging it; it cannot be presumed. To prevent a forged transfer from being registered, the Torrens Act requires, as a prerequisite to registration, the production of the owner's certificate of title and the instrument of conveyance. A registered owner who places in the hands of another an executed document of transfer of registered land effectively represents to a third party that the holder of such document is authorized to deal with the property.[1]

The Case

Before us is a Petition for Review[2] under Rule 45 of the Rules of Court, challenging the May 27, 2002 Decision[3] of the Court of Appeals (CA) in CA-GR CV No. 53842. The decretal portion of the assailed Decision reads:

“IN VIEW OF ALL THE FOREGOING, [there being] no reversible error in the challenged decision, the same is hereby AFFIRMED, in toto, and the instant appeal ordered DISMISSED. Costs against the [petitioner].”[4]

On the other hand, the affirmed Decision[5] of the Regional Trial Court (RTC), Branch 272 of Marikina, disposed as follows:

“WHEREFORE, premises considered, the complaint subject of this decision is hereby DISMISSED.”[6]

The Facts

The facts are narrated by the CA as follows:

“The historical backdrop shows that [petitioner] and her husband, Valentino Domingo, were the registered owners of Lot 19, Block 1, subdivision plan (LRC) Psd-15706 located at Cristina Subdivision, Concepcion, Marikina and covered by Transfer Certificate of Title No. 53412. On this lot, [Petitioner] Norma B. Domingo discontinued the construction of her house allegedly for failure of her husband to send the necessary financial support. So, she decided to dispose of the property.

“A friend, Flor Bacani, volunteered to act as [petitioner's] agent in selling the lot. Trusting Bacani, [petitioner] delivered their owner's copy of Transfer Certificate of Title No. 53412 to him (Bacani). Later, the title was said to have been lost. In the petition for its reconstitution, [petitioner] gave Bacani all her receipts of payment for real estate taxes. At the same time, Bacani asked [petitioner] to sign what she recalled was a record of exhibits. Thereafter, [petitioner] waited patiently but Bacani did not show up any more.

“On November 1, 1994, [Petitioner] Norma Domingo visited the lot and was surprised to see the [respondents] (Robles, for short) starting to build a house on the subject lot. A verification with the Register of Deeds revealed that the reconstituted Transfer Certificate of Title No. 53412 had already been cancelled with the registration of a Deed of Absolute Sale dated May 9, 1991 signed by Norma B. Domingo and her husband Valentino Domingo, as sellers, and [Respondent] Yolanda Robles, for herself and representing the other minor [respondents], as buyers. As a consequence, Transfer Certificate of Title No. 201730 was issued on June 10, 1991 in the name of [Respondent] Robles.

“Claiming not to have met any of the [respondents] nor having signed any sale over the property in favor of anybody (her husband being abroad at the time), [petitioner] assumed that the Deed of Absolute Sale dated May 9, 1991 is a forgery and, therefore, could not validly transfer ownership of the lot to the [respondents]. Hence, the case for the nullity thereof and its reconveyance.

“[Respondents] Robles responded alleging to be buyers in good faith and for value. They narrate that the subject lot was offered to them by Flor Bacani, as the agent of the owners; that after some time when they were already prepared to buy the lot, Bacani introduced to them the supposed owners and agreed on the sale; then, on May 9, 1991, Bacani and the introduced seller presented a Deed of Absolute Sale already signed by Valentino and Norma Domingo needing only her (Robles’) signature. Presented likewise at that meeting, where she paid full purchase price, was the original of the owner’s duplicate of Transfer Certificate of Title No. 53412.

“Then sometime later, [Respondents] Robles contracted to sell the lot in issue in favor of spouses Danilo and Herminigilda Deza for P250,000.00. [Respondent] Yolanda Robles even had to secure a guardianship authority over the persons and properties of her minor children from the Regional Trial Court of Pasig in JDRC No. 2614. When only P20,000.00 remained unpaid of the total purchase price under the contract to sell, payment was stopped because of the letter received by Yolanda Robles that [petitioner] intends to sue her.

“After due proceedings, the [Regional Trial Court] rendered its Decision dated May 13, 1996, dismissing the complaint.”[7]

Ruling of the Court of Appeals

The CA held that respondents were purchasers in good faith and for value. According to its findings, (a) the sale was admittedly made through petitioner’s agent; (b) as Domingo’s agent, Bacani brought with him the original of the owner’s duplicate Certificate of Title of the property and some receipts; (c) the reconstituted title presented to the buyers was free from any liens, encumbrances or adverse interests of other persons; and (d) the land was unoccupied. Petitioner was not able to present, against these established facts, any evidence to prove that respondents had prior knowledge of any other person’s right to or interest over the property in question.

Hence, this Petition.[8]

Issue

Petitioner submits this sole issue for our consideration:

“To determine whether or not the petitioner is entitled to her claims, the issue worthy of consideration by the Honorable Court in the instant case is WHO IS A PURCHASER IN GOOD FAITH?”[9]

The Court’s Ruling

The Petition has no merit.

Sole Issue:

Acquisition of Valid Title

It is a well-established principle that factual findings of the trial court, when affirmed by the Court of Appeals, are binding on this Court.[10] Petitioner has given this Court no cogent reason to deviate from this rule; on the contrary, the findings of the courts a quo are amply supported by the evidence on record.

Petitioner claims that her signature and that of her husband were forged in the Deed of Absolute Sale transferring the property from the Domingo spouses to respondent. Relying on the general rule that a forged deed is void and conveys no title,[11] she assails the validity of the sale.

It is a well-settled rule, however, that a notarized instrument enjoys a prima facie presumption of authenticity and due execution.[12] Clear and convincing evidence must be presented to overcome such legal presumption. Forgery cannot be presumed; hence, it was incumbent upon petitioner to prove it.[13] This, she failed to do. On this point, the CA observed:

“x x x. What surprises the Court is that a comparison of the signature of appellant Norma Domingo in the Deed of Absolute Sale in favor of the appellees and the signature in the verification of the complaint manifest a striking similarity to the point that without any contrary proof, it would be safe to conclude that said signatures were written by one and the same person. Sadly, appellant left that matter that way without introducing counteracting evidence. x x x”[14]

Petitioner also failed to convince the trial court that the person with whom Respondent Yolanda Robles transacted was in fact not Valentino Domingo. Except for her insistence that her husband was out of the country, petitioner failed to present any other clear and convincing evidence that Valentino was not present at the time of the sale. Bare allegations, unsubstantiated by evidence, are not equivalent to proof.[15]

Petitioner now stresses the issue of good faith on the part of respondents. In the absence of a finding of fraud and a consequent finding of authenticity and due execution of the Deed of Absolute Sale, a discussion of whether respondents were purchasers in good faith is wholly unnecessary. Without a clear and persuasive substantiation of bad faith, a presumption of good faith in their favor stands.[16]

The sale was admittedly made with the aid of Bacani, petitioner’s agent, who had with him the original of the owner’s duplicate Certificate of Title to the property, free from any liens or encumbrances. The signatures of Spouses Domingo, the registered owners, appear on the Deed of Absolute Sale. Petitioner’s husband met with Respondent Yolanda Robles and received payment for the property. The Torrens Act requires, as a prerequisite to registration, the production of the owner’s certificate of title and the instrument of conveyance. The registered owner who places in the hands of another an executed document of transfer of registered land effectively represents to a third party that the holder of such document is authorized to deal with the property.[17]

WHEREFORE, the Petition is DENIED and the assailed Decision AFFIRMED. Costs against petitioner.

SO ORDERED.

Sandoval-Gutierrez, Corona, Carpio-Morales, and Garcia, JJ., concur.

[1] *Blondeau v. Nano*, 61 Phil. 625, July 26, 1935.

[2] *Rollo*, pp. 3-12.

[3] *Id.*, pp. 17-25. Ninth Division. Penned by Justice Conrado M. Vasquez Jr. (Division chairman) and concurred in by Justices Andres B. Reyes Jr. and Mario L. Guariña III (members).

[4] *CA Decision*, p. 9; *rollo*, p. 25.

[5] Rollo, pp. 45-55.

[6] RTC Decision, p. 10; rollo, p. 55, penned by Judge Reuben P. de la Cruz.

[7] CA Decision, pp. 2-4; rollo, pp. 18-20. Citations omitted.

[8] The case was deemed submitted for decision on March 15, 2004, upon receipt by this Court of respondents' Memorandum, signed by Atty. Shirley M. Olaguer. Petitioner's Memorandum, signed by Atty. Editha Arciaga-Santos, was received by the Court on February 27, 2004.

[9] Petitioner's Memorandum, p. 5; rollo, p. 114.

[10] Ceballos v. Intestate Estate of Emigdio Mercado, GR No. 155856, May 28, 2004.

[11] Director of Lands v. Addison, 49 Phil. 19, March 25, 1926.

[12] Bautista v. Court of Appeals, GR No. 158015, August 11, 2004; Manzano v. Perez Sr., 414 Phil. 728, August 9, 2001; Nuguid v. Court of Appeals, 171 SCRA 213, March 13, 1989.

[13] Tenio-Obsequio v. Court of Appeals, 230 SCRA 550, March 1, 1994.

[14] CA Decision, p. 8; rollo, p. 24.

[15] Manzano v. Perez Sr., supra.

[16] Heirs of Gregorio v. Court of Appeals, 300 SCRA 565, December 29, 1998.

[17] Blondeau v. Nano, supra; Tenio-Obsequio v. Court of Appeals, supra.

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