

**PEDRO ANGELES, REPRESENTED BY ADELINA T. ANGELES,
ATTORNEY-IN FACT, PETITIONER, VS. ESTELITA B. PASCUAL, MARIA
THERESA PASCUAL, NERISSA PASCUAL, IMELDA PASCUAL, MA.
LAARNI PASCU...**

G.R. No. 157150. September 21, 2011

Ponente: BERSAMIN, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-157150/>

BERSAMIN, J.:

Under appeal is the decision promulgated on January 31, 2002 in CA- G.R. CV No. 61600,[1] which involved a dispute about the true location of the respective lots of the parties, with the respondents claiming that the petitioner had encroached on their lot but the latter denying the encroachment.

Antecedents

Neighbors Regidor Pascual (Pascual) and Pedro Angeles (Angeles) were registered owners of adjacent parcels of land located in Cabanatuan City. Pascual owned Lot 4, Block 2 (Lot 4) of the consolidation-subdivision plan (LRC) Psd-951, a portion of the consolidation of Lots 1419-B-2B-3, 1419-B-2-B-4 and 1419-B-2-B-5, Psd- 9016, LGC (GLRO) Cadastral Record No. 94 covered by Transfer Certificate Title No. T-43707 of the Registry of Deeds of Nueva Ecija;[2] Angeles owned Lot 5, Block 2 (Lot 5) of the same consolidation-subdivision plan covered by TCT No. T-9459 of the Registry of Deeds of Nueva Ecija.[3] Each of them built a house on his respective lot, believing all the while that his respective lot was properly delineated. It was not until Metropolitan Bank and Trust Company (Metrobank), as the highest bidder in the foreclosure sale of the adjacent Lot 3, Block 2 (Lot 3), caused the relocation survey of Lot 3 that the geodetic engineer discovered that Pascual's house had encroached on Lot 3. As a consequence, Metrobank successfully ejected Pascual.

In turn, Pascual caused the relocation survey of his own Lot 4 and discovered that Angeles' house also encroached on his lot. Of the 318 square meters comprising Lot 4, Angeles occupied 252 square meters, leaving Pascual with only about 66 square meters. Pascual demanded rentals for the use of the encroached area of Lot 4 from Angeles, or the removal of Angeles' house. Angeles refused the demand. Accordingly, Pascual sued Angeles for recovery of possession and damages in the Regional Trial Court (RTC) in Cabanatuan City.

In the course of the trial, Pascual presented Clarito Fajardo, the geodetic engineer who had conducted the relocation survey and had made the relocation plan of Lot 4.[4] Fajardo testified that Angeles' house was erected on Lot 4. On the other hand, Angeles presented Juan Fernandez, the geodetic engineer who had prepared the sketch plan relied upon by Angeles to support his claim that there had been no encroachment.[5] However, Fernandez explained that he had performed only a "table work," that is, he did not actually go to the site but based the sketch plan on the descriptions and bearings appearing on the TCTs of Lot 4, Lot 5 and Lot 6; and recommended the conduct of a relocation survey.[6]

In its decision of November 3, 1998,[7] the RTC held that there was no dispute that Pascual and Angeles were the

respective registered owners of Lot 4 and Lot 5; that what was disputed between them was the location of their respective lots; that Pascual proved Angeles' encroachment on Lot 4 by preponderant evidence; and that Pascual was entitled to relief. The RTC thus disposed:

WHEREFORE, premises considered, judgment is rendered in favor of the plaintiff and against the defendant as follows:

1) ordering the defendant or persons claiming right through him to cause the removal of his house insofar as the same occupies the portion of Lot 4, Block 2 (TCT No. T-43707), of an area of 252 square meters, as particularly indicated in the Sketch Plan (Exhibit C-1); and

2) and without pronouncement to damages in both the complainant and counterclaim.

With Costs.

SO ORDERED.[8]

Angeles appealed to the CA.

On January 31, 2002, the CA affirmed the RTC,[9] and held that as between the findings of the geodetic engineer (Fajardo) who had actually gone to the site and those of the other (Fernandez) who had based his findings on the TCTs of the owners of the three lots, those of the former should prevail. However, the CA, modifying the RTC's ruling, applied Article 448 of the Civil Code (which defined the rights of a builder, sower and planter in good faith). The decision decreed thus:[10]

WHEREFORE, the decision appealed from is MODIFIED. Plaintiffs-appellees are ordered to exercise within thirty (30) days from the finality of this decision their option to either buy the portion of defendant-appellant's house on their Lot. No. 4, or to sell to defendant-appellant the portion of their land on which his house stands. If plaintiffs-appellees elect to sell the land or buy the improvement, the purchase price must be at the prevailing market price at the time of payment. If buying the improvement will render the defendant-appellant's house useless, then plaintiffs-appellees should sell the encroached portion of their land to defendant-appellant. If plaintiffs-appellees choose to sell the land but defendant-appellant is unwilling or unable to buy, then the latter must vacate the subject portion and pay reasonable rent from the time plaintiffs-appellees made their choice up to the time they actually vacate the premises. But if the value of the land is considerably more than the value of the improvement, then defendant-appellant may elect to lease the land, in which case the parties shall agree upon the terms of the lease. Should they fail to agree on said terms, the court of origin is directed to fix the terms of the lease. From the moment plaintiffs-appellees shall have exercised their option, defendant-appellant shall pay reasonable monthly rent up to the time the parties agree on the terms of the lease or until the court fixes such terms. This is without prejudice to any future compromise which may be agreed upon by the parties.

SO ORDERED.

Angeles expectedly sought reconsideration, but the CA denied his motion on February 13, 2003.

Issues

Hence, Angeles appeals, assailing: (a) the credence the CA accorded to the testimony and relocation plan of Fajardo as opposed to the survey plan prepared by Fernandez; and (b) the options laid down by the CA, i.e., for Pascual either to buy the portion of Angeles' house or to sell to Angeles the portion of his land occupied by Angeles were contrary to its finding of good faith.

Ruling

The petition lacks merit.

I

The Court, not being a trier of facts,
cannot review factual issues

Section 1, Rule 45 of the Rules of Court explicitly states that the petition for review on certiorari "shall raise only questions of law, which must be distinctly set forth." In appeal by certiorari, therefore, only questions of law may be raised, because the Supreme Court is not a trier of facts and does not normally undertake the re-examination of the evidence presented by the contending parties during the trial. The resolution of factual issues is the function of lower courts, whose findings thereon are received with respect and are binding on the Supreme Court subject to certain exceptions.[11] A question, to be one of law, must not involve an examination of the probative value of the evidence presented by the litigants or any of them. There is a question of law in a given case when the doubt or difference arises as to what the law is on certain state of facts; there is a question of fact when the doubt or difference arises as to the truth or falsehood of alleged facts.[12]

Whether certain items of evidence should be accorded probative value or weight, or should be rejected as feeble or spurious; or whether or not the proofs on one side or the other are clear and convincing and adequate to establish a proposition in issue; whether or not the body of proofs presented by a party, weighed and analyzed in relation to contrary evidence submitted by adverse party, may be said to be strong, clear and convincing; whether or not certain documents presented by one side should be accorded full faith and credit in the face of protests as to their spurious character by the other side; whether or not inconsistencies in the body of proofs of a party are of such gravity as to justify refusing to give said proofs weight - all these are issues of fact. Questions like these are not reviewable by the Supreme Court whose review of cases decided by the CA is confined only to questions of law raised in the petition and therein distinctly set forth.[13]

Nonetheless, the Court has recognized several exceptions to the rule, including: (a) when the findings are grounded entirely on speculation, surmises or conjectures; (b) when the inference made is manifestly mistaken, absurd or impossible; (c) when there is grave abuse of discretion; (d) when the judgment is based on a misapprehension of facts; (e) when the findings of facts are conflicting; (f) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (g) when the findings are contrary to those of the trial court; (h) when the findings are conclusions without citation of specific evidence on which they are based; (i) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (j) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (k) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.[14] The circumstances of this case indicate that none of such exceptions is attendant herein.

The credence given by the RTC to the testimony and relocation plan of Fajardo was conclusive upon this Court especially by virtue of the affirmance by the CA of the RTC. Resultantly, the fact of Angeles' encroachment on Pascual's Lot 4 was proved by preponderant evidence.

It is noteworthy to point out, too, that the argument of Angeles based on the indefeasibility and incontrovertibility of Torrens titles pursuant to Presidential Decree No. 1529 (The Property Registration Decree) is inapplicable considering that the ownership of Lot 4 and Lot 5 was not the issue. Nor were the metes and bounds of the lots as indicated in the respective TCTs being assailed, for the only issue concerned the exact and actual location of Lot 4 and Lot 5.

II

Angeles was a builder in good faith

To be next determined is whether the CA's application of Article 448 of the Civil Code was correct and proper.

Article 448 of the Civil Code provides thusly:

Article 448. The owner of the land on which anything has been built, sown or planted in good faith, shall have the right to appropriate as his own the works, sowing or planting, after payment of the indemnity provided for in articles 546 and 548, or to oblige the one who built or planted to pay the price of the land, and the one who sowed, the proper rent. However, the builder or planter cannot be obliged to buy the land if its value is considerably more than that of the building or trees. In such case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof.

The provision contemplates a person building, or sowing, or planting in good faith on land owned by another. The law presupposes that the land and the building or plants are owned by different persons, like here. The RTC and CA found and declared Angeles to be a builder in good faith. We cannot veer away from their unanimous conclusion, which can easily be drawn from the fact that Angeles insists until now that he built his house entirely on his own lot. Good faith consists in the belief of the builder that the land he is building on is his and in his ignorance of a defect or flaw in his title.[15]

With the unassailable finding that Angeles' house straddled the lot of Pascual, and that Angeles had built his house in good faith, Article 448 of the Civil Code, which spells out the rights and obligations of the owner of the land as well as of the builder, is unquestionably applicable. Consequently, the land being the principal and the building the accessory, preference is given to Pascual as the owner of the land to make the choice as between appropriating the building or obliging Angeles as the builder to pay the value of the land. Contrary to the insistence of Angeles, therefore, no inconsistency exists between the finding of good faith in his favor and the grant of the reliefs set forth in Article 448 of the Civil Code.

WHEREFORE, the Court DENIES the petition for review on certiorari; and AFFIRMS the decision promulgated on January 31, 2002 by the Court of Appeals in C.A.-G.R. CV No. 61600. No pronouncement on costs of suit.

SO ORDERED.

Corona, C.J., (Chairperson), Leonardo-De Castro, Del Castillo, and [*]Perez, JJ., concur.

[*] Vice Associate Justice Martin S. Villarama, Jr., per Special Order No. 1080 dated September 13, 2011.

[1] Rollo, pp. 46-74; penned by Associate Justice Remedios A. Salazar-Fernando, with Associate Justice Romeo J. Callejo, Sr. (later a Member of the Court, but now retired) and Associate Justice Perlita J. Tria- Tirona (retired) concurring.

[2] Records, p. 69.

[3] Id., p. 171.

[4] Id., p. 69.

[5] Id., p. 161.

[6] TSN dated March 12, 1996, pp. 10-12.

[7] Rollo, pp. 96-104.

[8] *Id.*, p. 104.

[9] *Id.*, pp. 46-74.

[10] *Id.*, pp. 73-74.

[11] *FNCB Finance v. Estavillo*, G.R. No. 93394, December 20, 1990, 192 SCRA 514, 517.

[12] *II Herrera*, Remedial Law, 2000 Edition, p. 648; citing *Moran*, Comments on the Rules of Court, 1979 Edition.

[13] *Paterno v. Paterno*, G.R. No. 63680, March 23, 1990, 183 SCRA 630.

[14] *Sampayan v. Court of Appeals*, G.R. No. 156360, January 14, 2005, 448 SCRA 220; *The Insular Life Assurance Company, Ltd. v. Court of Appeals*, G.R. No. 126850, April 28, 2004, 428 SCRA 79; *Langkaan Realty Development, Inc. v. United Coconut Planters Bank*, G.R. No. 139437, December 8, 2000, 347 SCRA 542, 549; *Nokom v. National Labor Relations Commission*, G.R. No. 140043, July 18, 2000, 336 SCRA 97, 110; *Sps. Sta. Maria v. Court of Appeals*, 349 Phil. 275, 282-283 (1998).

[15] *Pleasantville Development Corporation v. Court of Appeals*, G.R. No. 79688, February 1, 1996, 253 SCRA 10, 18; *Floreza v. Evangelista*, No. L-25462, February 21, 1980, 96 SCRA 130.

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.