

PHILIPPINE COUNTRYSIDE RURAL BANK (LILOAN, CEBU), INC., PETITIONER, VS. JOVENAL B. TORING, RESPONDENT.

G.R. NO. 157862. April 16, 2009

Ponente: CARPIO, J.

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CARPIO, J.:

The Case

Before the Court is a petition for review on certiorari[1] assailing the Resolution[2] dated 12 March 2003 of the Court of Appeals, which reversed its earlier Decision[3] dated 30 September 2002 in CA-G.R. SP No. 68131 and affirmed the Summary Judgment dated 27 June 2000 of the Regional Trial Court of Mandaue City, Branch 55, in Civil Case No. MAN-2647.

The Facts

Jovenal B. Toring, respondent, is the registered owner of a 13,890 square meter parcel of land located in Barrio Basak, Lapu-Lapu City. The land, identified as Lot 2842 of the Cadastral Survey of Opon, L.R.C. Record No. 1003, is covered by Transfer Certificate of Title (TCT) No. 26401.[4]

On 8 July 1993, respondent secured a P2,000,000 loan from petitioner Philippine Countryside Rural Bank (Liloan, Cebu), Inc. To secure the loan, respondent mortgaged to petitioner a portion of the land consisting of 8,890 square meters. The remaining 5,000 square meters were allegedly sold by respondent to Edwin Jumao-as as evidenced by a Deed of Absolute Sale[5] dated 25 May 1993. A month after, through a Deed of Donation,[6] Edwin Jumao-as contributed a portion of the same land, consisting of 2,000 square meters, in favor of Barangay Basak, Lapu-Lapu City. Petitioner allegedly only approved a loan amounting to P1,000,000 after knowing that a portion of the land was sold to a third party.

However, in the Real Estate Mortgage contract[7] executed between petitioner and respondent, the entire land area of 13,890 square meters was mortgaged. Also, the appraised value of the land, estimated at P2,000,000, was the amount included in the mortgage contract as the value of the principal loan. Thereafter, respondent surrendered to petitioner the owner's duplicate copy of TCT No. 26401 and the actual physical possession of the land.

On 22 March 1996, due to non-payment of the mortgage debt, petitioner sent a demand letter to respondent informing him of petitioner's intention to foreclose the mortgage.[8] Respondent reacted by filing a Complaint for Mandamus with Damages and with Prayer for Temporary Restraining Order and a Writ of Preliminary Injunction against petitioner with the Regional Trial Court (RTC) of Mandaue City, Branch 55, docketed as Civil Case No. MAN-2647.[9]

In the complaint, respondent prayed to restrain petitioner from foreclosing the entire property covered by the mortgage contract because only the remaining 8,890 square meters and not the entire area of 13,890 square meters of the land was validly mortgaged by respondent to petitioner. Respondent further requested the trial court to

direct petitioner to lend the owner's duplicate copy of TCT No. 26401 for the purpose of annotating with the Register of Deeds of Lapu-Lapu City the deed of sale made to Edwin Jumao-as and the deed of donation to Barangay Basak in accordance with an order of a co-equal court, RTC of Lapu-Lapu City, Branch 53, in Cadastral Case No. 19.

Earlier, the Register of Deeds of Lapu-Lapu City refused to register the deed of sale and the deed of donation involving respondent's title and to issue the corresponding transfer certificates of title because of the non-submission of the pertinent subdivision plan and technical descriptions approved by the Bureau of Land as required by Section 58 of Presidential Decree No. 1529 (PD1529).[10] Thus, Barangay Basak filed with the RTC of Lapu-Lapu City, Branch 53, a Petition for the Registration and/or Annotation of the Deed of Absolute Sale and Deed of Donation on TCT No. 26401, docketed as Cadastral Case No. 19.

On 23 November 1993, the RTC of Lapu-Lapu City, Branch 53, granted the petition.[11] The RTC ruled that Section 58 of PD 1529 allows the annotation of the deed of sale on TCT No. 26401, which has the effect of showing the purchaser's title to the portion conveyed to him. However, with regard to the deed of donation, its annotation on the title must wait until the approved subdivision plan and technical descriptions have been submitted to the Register of Deeds in accordance with the same provision of law. The dispositive portion states:

WHEREFORE, the foregoing considered, this Court hereby directs the Register of Deeds of Lapu-Lapu City to annotate on Transfer Certificate of Title No. 26401 the Deed of Absolute Sale dated May 25, 1993 executed by Jovenal B. Toring in favor of Edwin T. Jumao-as, which was acknowledged before Notary Public Rosario E. Mendoza. In this connection, Jovenal B. Toring, who has expressed his conformity to the petition, is hereby ordered to make available his owner's duplicate of TCT No. 26401.

SO ORDERED.[12]

Respondent, in order to abide by the decision made by the trial court, allegedly made several requests to petitioner to produce the owner's duplicate copy of TCT No. 26401 so that it may be presented to the Register of Deeds for titling. However, all his requests were supposedly ignored by petitioner.

On 19 April 1996, the RTC of Mandaue City, Branch 55, issued a temporary restraining order to prevent petitioner from foreclosing the entire property and from selling it in public auction.[13]

On 3 May 1996, petitioner filed an Opposition[14] to respondent's application for preliminary injunction. Petitioner claimed that respondent never presented a copy of the deed of absolute sale dated 25 May 1993 and that the RTC Order dated 23 November 1993 had already been cancelled as annotated at the back of TCT No. 26401.

At the hearing held on 10 May 1996, the trial court ordered the parties to submit their respective memoranda. Accordingly, respondent submitted his Memorandum in Support of the Application for Writ of Preliminary Injunction dated 16 May 1996. Here, respondent cited the testimony given by petitioner's branch manager, Joshur Judd D. Lanete (Lanete) in another case, Civil Case No. 2893-L entitled "Barangay Basak, Lapu-Lapu City v. Romulo Jereza, Gerardo Petalinghug and Galleon & Agra Realty Development Corporation" filed with the RTC of Lapu-Lapu City, Branch 27. In the testimony, Lanete admitted that petitioner had knowledge of the sale of the land to Edwin Jumao-as and that petitioner approved the loan of respondent in the amount of P1,000,000.

On 13 June 1996, petitioner filed its Answer with Counterclaim.[15] Petitioner admitted that respondent secured a loan with the bank; that the collateral given to secure the payment of the loan involved the entire 13,890 square meter land covered by TCT No. 26401 which is owned by respondent; and that petitioner threatened to foreclose the mortgage for non-payment of the debt as it fell due.

However, petitioner denied knowledge that the 5,000 square meter portion of the land mortgaged by respondent

was sold to Edwin Jumao-as; that 2,000 square meters of the portion sold were donated to Barangay Basak; and that respondent only mortgaged the remaining area of 8,890 square meters to petitioner. Petitioner alleged that the deed of sale executed was simulated and that the mortgage contract clearly showed that the entire area of 13,890 square meter of land had been included in the contract.

Further, petitioner denied knowledge of the filing of a petition in court by Barangay Basak and the issuance by Lanete of the two certifications[16] dated 19 November 1993. The two certifications indicated that petitioner had no objection to the donation made with the portion of the land covered by TCT No. 26401 and that such portion was free from liens and encumbrances. The certifications state:

CERTIFICATION

TO WHOM IT MAY CONCERN:

This is to certify that we have no objection to the noble purpose in the pursuit of public interest regarding the donation of Mr. Edwin T. Jumao-as in favor of Barangay Basak of the 2,000 sq. m. that will be annotated at the back of TCT No. 26401.

This certification is issued for whatever purpose it may serve.

Issued this 19[th] day of November, 1993.

x x x x

CERTIFICATION

TO WHOM IT MAY CONCERN:

This is to certify that Lot 2842-A subdivided by Engr. Vicente Concepcion, Geodetic Engineer comprising an area of 2,000 sq. m. donated to Barangay Basak part of TCT No. 26401 is free from liens & encumbrances.

This certification is issued for whatever purpose it may serve.

x x x x

In an Order[17] dated 18 June 1996, the trial court favorably granted the issuance of a writ of preliminary injunction.

On 19 February 1999, respondent filed a Motion for Leave to File Incorporated Amended Complaint. In the amended complaint, respondent alleged that aside from the remaining 8,890 square meter land covered by TCT No. 26401, another property was also mortgaged to secure the payment of the loan. This property was a condominium unit located in Natividad Centrum I, Cebu City, covered by Condominium Certificate of Title (CCT) No. 209.[18] Respondent stated that the loan had already been fully paid, as evidenced by the Cancellation and Discharge of Mortgage on the condominium unit issued by petitioner on 11 October 1995.[19] The respondent prayed for the return of TCT No. 26401, as the loan secured by the mortgage had already been paid.

On 30 April 1999, petitioner filed a Motion to Declare Plaintiff in Contempt of Court with Opposition to Amend the Complaint.[20] Petitioner denied the claim that the mortgage over the condominium unit was constituted to guarantee the same loan as that secured by the land covered by TCT No. 26401. Petitioner cited that the mortgage over the condominium unit was a totally different transaction executed a year after the mortgage on the land.

On 8 October 1999, respondent filed a Motion for Summary Judgment[21] under Rule 35 of the 1997 Rules of Civil Procedure based on respondent's affidavit attached to the motion reiterating the allegations in his complaint. Petitioner, in turn, filed its opposition to the motion[22] insisting that summary judgment is proper only where

there are no genuine issues as to any material fact. However, all the material allegations in the complaint have been disputed by petitioner.

On 27 June 2000, the trial court granted the motion for summary judgment and decided the case in favor of respondent.[23] The dispositive portion of the decision states:

WHEREFORE, judgment is rendered in favor of plaintiff Jovenal B. Toring and against defendant Philippine Countryside Rural Bank (Liloan, Cebu), ordering the bank to surrender the owner's duplicate copy of TCT No. 26401 for the purpose of annotating/registering with the Register of Deeds of Lapu-Lapu City the Deed of Absolute Sale and the Deed of Donation above-mentioned in accordance with the Order of the Regional Trial Court, Branch 53, Lapu-Lapu City in Cad. Case No. 19. Likewise, the writ of injunction issued is ordered made permanent.

SO ORDERED.[24]

Petitioner filed an appeal with the Court of Appeals, docketed as CA-G.R. SP No. 68131.

The Ruling of the Court of Appeals

On 30 September 2002, the appellate court reversed the decision of the trial court and recognized the authority of petitioner to foreclose the mortgage on the entire property covered by TCT No. 26401.[25] The relevant portions of the decision state:

A cursory examination of TCT No. 26401 reveals that the alleged Deed of Sale dated May 25, 1993 was never registered and annotated therein. What appears on the said title is a Deed of Absolute Sale in favor of Edwin Jumao-as dated September 3, 1993. As such, the Deed of Donation in favor of Barangay Basak is not valid since at the time of its execution, the alleged donor Edwin Jumao-as has not yet acquired any portion of TCT No. 26401. As aptly put by defendant-appellant, it would be putting the cart before the horse.

Defendant-appellant contended that the trial court erred in giving credence to the testimony of the bank manager given in another case. We believe the trial court, indeed, erred in doing so.

It bears stressing that what was given weight by the trial court are the several pages of Transcript of Stenographic Notes (TSN) relating to the testimony given by the bank manager of defendant-appellant bank. The testimony deserves scant consideration for two obvious reasons: (1) It was made in another entirely different case involving different parties and; (2) The bank manager was not actually presented in court for cross-examination.

The actual presentation of the bank manager would have clarified the circumstances surrounding the issuance of the aforesaid two (2) letters both dated November 19, 1993. The circumstances surrounding the issuance of the said letters and the reasons for their issuance should have been unearthed in a full-blown trial in view of the claim by defendant-appellant that it "suffered damages out of and from the malicious maneuvers of the plaintiff in successfully winning the feeling of defendant's Branch Manager." Hence, in light of these doubts, plaintiff-appellant cannot unduly benefit from the trial court's decision to grant his motion for summary judgment which deprived defendant-appellant its right to cross-examine its own bank manager and squeeze the entire truth from him.

x x x x

WHEREFORE, premises considered, plaintiff-appellant's Appeal is hereby DENIED for lack of merit while that of defendant-appellant is hereby given DUE COURSE. Consequently, the appealed Order dated June 27, 2000 of the Regional Trial Court, Branch 55, Mandaue City, is VACATED and SET ASIDE. Defendant-appellant's authority to foreclose the mortgage over the entire property covered by TCT No. 26401 is hereby recognized.

SO ORDERED.[26]

Respondent then filed a Motion for Reconsideration. In a Resolution[27] dated 12 March 2003, the Court of Appeals granted the motion and set aside its original decision, thereby affirming the decision of the trial court dated 27 June 2000. The appellate court ruled that petitioner should return to respondent the owner's duplicate copy of TCT No. 26401 for the proper annotation of the deed of sale and deed of donation. It further stated that petitioner had no more reason to hold the land's title for two reasons: (1) the existence of a final and executory judgment in Cadastral Case No. 19 of the RTC of Lapu-Lapu City, Branch 53; and (2) the full payment of respondent's real estate mortgage as shown by the Cancellation and Discharge of Mortgage of CCT No. 209 dated 11 October 1995 issued by petitioner. The appellate court observed that the release of the security could only mean that the obligation of respondent to petitioner had been fully satisfied. The relevant portions of the resolution state:

A cursory review of the records show that the pleadings, affidavits and exhibits in support of plaintiff-appellant's motion for summary judgment are sufficient to overcome the material allegations in defendant-appellant's answer. Herein plaintiff-appellant has proven the cause of action and has shown that the defense merely interposed its objections solely for the purpose of delay. Hence, the allowance of summary judgment by the trial court was proper.

As regards the Deed of Absolute Sale dated May 25, 1993 and the Deed of Donation dated June 15, 1993 as testified to by Mr. Joshur Jude B. Lanete, the findings and conclusion of the court a quo in its Order dated June 27, 200[0], is very enlightening in the case at bench, to wit:

"Carefully evaluating the evidence, the court feels, and so holds, "that the subject property is about to be foreclosed by the defendant bank knowing fully well from the start that only an area of 8,890 square meters out of the 13,890 square meters was validly mortgaged to them and the remaining 5,000 square meters was subject to a deed of sale executed by plaintiff for Mr. Edwin Jumao-as and the latter even donated 2,000 square meters hereof to Barangay Basak of Lapu-Lapu City." (par. 3, Order dated April 19, 1996).

This finding is supported by the testimony of defendant's bank manager, Joshur Judd B. Lanete given last December 13, 1993 in Civil Case No. 2893-L entitled Barangay Basak, Lapu-Lapu City, plaintiff versus Romulo Jereza, Gerardo Patalinghug and Galleon Agro & Realty Development Corp., defendants (TSN), Chavez, December 13, 1993 p.m., attached to Plaintiff's Memorandum in Support Application for Writ of Preliminary Injunction) wherein he testified that the defendant bank is aware that portion of subject consisting of 5,000 square meters sold by plaintiff Toring to Edwin Jumao-as and that 2,000 square meters of the 5,000 square meters sold to Mr. Jumao-as was donated by the latter to Barangay Basak, Lapu-Lapu City, that was why the loan application of Toring in the amount of P2,000,000 was reduced to only P1,000,000 which latter amount was approved by the defendant bank, pertinent portion of Lanete's testimony is reproduced hereunder:

x x x x

Mr. Lanete, therefore, in testifying before the court judicially admitted that defendant bank knew that the mortgaged property is only 8,890 square meters and not the entire property covered by TCT No. 26401 that was why the loan amount applied for by plaintiff was reduced and approved by the defendant bank from P2,000,000 to P1,000,000.

x x x x

The doctrine of apparent authority is applicable in this case. "As laid out in Prudential Bank vs. Court of Appeals (223 SCRA 350 (1993), where it was held: "Conformably, we have declared in countless decisions that the principal is liable for representation yields to the principal's true representation and the contract is considered as entered into between the principal and the third person (citing NFA vs. IAC, 184 SCRA 166.) x

x x

The testimony of Mr. Lanete is considered a judicial admission and should be given great weight in the appreciation of the factual circumstances of the case at bench. x x x

Defendant-appellant's denial premised merely on the ground that the said testimony was given in another case and the time to cross-examine was not accorded to it holds no water.

Being in the nature of a judicial admission, Mr. Lanete's testimony is conclusive and need not be held under cross-examination for no evidence may be presented to prove an agreement that has been admitted.

x x x x

Perusal of the records at Bench reveals that there is truth as to the plaintiff-appellant's contention in his petition that the amount of his mortgage with the defendant bank has been fully satisfied as shown by the Cancellation and Discharge of Mortgage dated October 11, 1995 issued by the defendant-appellant bank (Rural Bank of Liloan (CEBU)) signed by its President and attested by Jennifer C. Asingua and Joshur Judd B. Lanete. The release of the title of the condominium unit as a security will only mean that the obligation of the plaintiff-appellant has been fully satisfied, hence, the defendant bank should now also return the owner's duplicate copy of TCT No. 26401.

x x x x

If defendant-appellant will not be enjoined and/or restrained from foreclosing the entire portion of the aforementioned parcel of land, plaintiff-appellant will undoubtedly be susceptible to civil and criminal actions.

x x x x

Without a doubt, plaintiff-appellant is entitled to a maintenance and preservation of status quo ante, otherwise any judgment in court in the case at bench will be rendered nugatory.[28]

Hence, the instant petition.

The Issue

The issue is whether the trial court correctly granted the motion for summary judgment based on the pleadings, affidavits, and admissions submitted by respondent.

The Court's Ruling

The petition has merit.

Petitioner insists that the Court of Appeals erred in affirming the summary judgment rendered by the trial court. Petitioner contends that the case cannot be adjudicated based merely on the affidavit attached by respondent to his motion for summary judgment reiterating his allegations in the complaint, as what transpired in this case. There are genuine issues of fact that need to be tried and resolved through a full blown trial on the merits.

Sections 1 and 3, Rule 35 of the Rules of Court state:

SECTION 1. Summary Judgment for Claimant. — A party seeking to recover upon a claim, counterclaim, or cross-claim or to obtain a declaratory relief may, at any time after the pleading in answer thereto has been served, move with supporting affidavits, depositions or admissions for a summary judgment in his favor upon all or any part thereof.

SEC. 3. Motion and Proceedings thereon. — The motion shall be served at least ten (10) days before the time specified for the hearing. The adverse party may serve opposing affidavits, depositions, or admissions at least three (3) days before the hearing. After the hearing, the judgment sought shall be rendered forthwith if the

pleadings, supporting affidavits, depositions, and admissions on file, show that, except as to the amount of damages, there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

A summary judgment is a procedural technique designed to promptly dispose of cases where the facts appear undisputed and certain from the pleadings, depositions, admissions, and affidavits on record. Its purpose is to avoid long drawn out litigations and useless delays. When the pleadings on file show that there are no genuine issues of fact to be tried, the Rules allow a party to obtain immediate relief by way of summary judgment, that is, when the facts are not in dispute, the court is allowed to decide the case summarily by applying the law to the material facts.[29] Conversely, where the pleadings tender a genuine issue, summary judgment is not proper and the movant is not allowed to obtain immediate relief. A "genuine issue" is such issue of fact which requires presentation of evidence as distinguished from a sham, fictitious, contrived, or false claim.[30]

Section 3 of Rule 35 provides two requisites for summary judgment to be proper: (1) there must be no genuine issue as to any material fact, except for the amount of damages; and (2) the party presenting the motion for summary judgment must be entitled to a judgment as a matter of law.[31]

Applying these principles to the present case, we find that the Court of Appeals committed reversible error in affirming the assailed summary judgment of the trial court. A perusal of the parties' respective pleadings shows that there are genuine issues of fact that necessitate the presentation of evidence in a formal trial.

Petitioner, in response to the complaint and other motions filed by respondent, filed several pleadings showing the existence of genuine issues: (1) Vigorous Opposition to Plaintiff's Application for Preliminary Injunction, where petitioner specifically denied having knowledge of the alleged Deed of Absolute Sale dated 25 May 1993; (2) Answer with Counterclaim, where petitioner attached a copy of the Real Estate Mortgage contract showing that respondent mortgaged a total of 13,890 square meters and not just 8,890 square meters; (3) Vehement Opposition to Plaintiff's Motion for Reconsideration, where petitioner pointed out that the testimony given by its branch manager, Lanete, in Civil Case No. 2893-L before RTC of Lapu-Lapu City, Branch 27, was not a judicial admission because the latter was not a party to the case and that his acts were not valid corporate acts, neither was he ever appointed as agent of petitioner; and (4) Opposition to Amend the Complaint, where petitioner denied that the obligation had been fully paid and that the mortgage over the condominium unit was constituted to guarantee the same loan as that secured by the land covered by TCT No. 26401.

The main issue to be resolved revolves on who is entitled to the land covered by TCT No. 26401. From this main issue, other relevant issues need to be decided on: (1) whether the Deed of Absolute Sale dated 25 May 1993 pertaining to the 13,890 square meter land is a real or simulated contract between respondent and Edwin Jumao-as; (2) whether such sale occurred prior to the loan obtained by respondent from petitioner; (3) whether petitioner was aware of the deed of sale to Edwin Jumao-as and deed of donation to Barangay Basak, Lapu-Lapu City, when it approved the loan of respondent; (4) whether the real estate mortgage contract covered the entire property covered by TCT No. 26401; (5) whether the loan approved by petitioner amounted to P2,000,000 or P1,000,000; (6) whether the testimony of petitioner's branch manager may be considered as a judicial admission even if such was made in an entirely different case and before a different court involving different parties; (7) whether petitioner was aware of the Order dated 23 November 1993 of the RTC of Lapu-Lapu City, Branch 53, and if steps had been taken to implement such Order; (8) whether the mortgage over the condominium unit was used to secure the same obligation as that secured by the land covered by TCT No. 26401; and (9) whether the loan obligation of respondent to petitioner had been fully paid.

Since summary judgment is generally based on the facts proven summarily by affidavits, depositions, pleadings, or admission of the parties, the party who moves for summary judgment has the burden of demonstrating clearly

the absence of any genuine issues of fact, or that the issue posed in the complaint is patently not substantial as not to constitute a genuine issue for trial.

Clearly, respondent did not overcome the burden. It can be seen from the allegations in the parties' respective pleadings that relevant genuine issues need to be resolved requiring a full blown trial. Summary judgment cannot take the place of a trial since the facts as pleaded by the parties are contested. Respondent then is not entitled to a judgment as a matter of law.

However, while the summary judgment of the RTC of Mandaue City, Branch 55, is not proper under the circumstances stated above, Civil Case No. MAN-2647 should not be dismissed. Instead, the case should be remanded to the trial court for further proceedings and proper disposition in accordance with a regular trial on the merits.

WHEREFORE, we PARTLY GRANT the petition. We SET ASIDE the Resolution of the Court of Appeals dated 30 September 2002 in CA-G.R. SP No. 68131 which affirmed the Summary Judgment dated 27 June 2000 of the Regional Trial Court of Mandaue City, Branch 55, in Civil Case No. MAN-2647. We REMAND the case to the Regional Trial Court of Mandaue City, Branch 55, for further proceedings in accordance with this Decision.

No costs.

SO ORDERED.

Puno, C.J., (Chairperson), Corona, Leonardo-De Castro, and Bersamin, JJ., concur.

[1] Under Rule 45 of the 1997 Revised Rules of Civil Procedure.

[2] Rollo, pp. 50-58. Penned by Justice Bernardo P. Abesamis with Justices Cancio C. Garcia (retired member of this Court) and Rebecca De Guia-Salvador, concurring.

[3] Id. at 40-49. Penned by Justice Bernardo P. Abesamis with Justices Cancio C. Garcia (retired member of this Court) and Rebecca De Guia-Salvador, concurring.

[4] Id. at 66-69.

[5] Id. at 70-71.

[6] Id. at 72-74.

[7] Id. at 96-97.

[8] Id. at 167.

[9] Id. at 59-64.

[10] Section 58. Procedure where conveyance involves portion of land. - If a deed or conveyance is for a part only of the land described in a certificate of title, the Register of Deeds shall not enter any transfer certificate to the grantee until a plan of such land showing all the portions or lots into which it has been subdivided and the corresponding technical descriptions shall have been verified and approved pursuant to Section 50 of this Decree. Meanwhile, such deed may only be annotated by way of memorandum upon the grantor's certificate of title, original and duplicate, said memorandum to serve as a notice to third persons of the fact that certain unsegregated portion of the land described therein has been conveyed, and every certificate with such memorandum shall be effectual for the purpose of showing the grantee's title to the portion conveyed to him, pending the actual issuance

of the corresponding certificate in his name.

Upon the approval of the plan and technical descriptions, the original of the plan, together with a certified copy of the technical descriptions shall be filed with the Register of Deeds for annotation in the corresponding certificate of title and thereupon said officer shall issue a new certificate of title to the grantee for the portion conveyed, and at the same time cancel the grantor's certificate partially with respect only to said portion conveyed, or, if the grantor so desires, his certificate may be cancelled totally and a new one issued to him describing therein the remaining portion: Provided, however, that pending approval of said plan, no further registration or annotation of any subsequent deed or other voluntary instrument involving the unsegregated portion conveyed shall be effected by the Register of Deeds, except where such unsegregated portion was purchased from the Government or any of its instrumentalities. If the land has been subdivided into several lots, designated by numbers or letters, the Register of Deeds may, if desired by the grantor, instead of cancelling the latter's certificate and issuing a new one to the same for the remaining unconveyed lots, enter on said certificate and on its owner's duplicate a memorandum of such deed of conveyance and of the issuance of the transfer certificate to the grantee for the lot or lots thus conveyed, and that the grantor's certificate is canceled as to such lot or lots.

[11] Rollo, pp. 78-81.

[12] Id. at 80-81.

[13] Id. at 82.

[14] Id. at 83-86.

[15] Id. at 89-95.

[16] Id. at 76-77.

[17] Id. at 98-99.

[18] Id. at 125-126.

[19] Id. at 127.

[20] Id. at 128-132.

[21] Id. at 135-142.

[22] Id. at 168-173.

[23] Id. at 203-211.

[24] Id. at 211.

[25] Id. at 40-49.

[26] Id. at 47-48.

[27] Id. at 50-58.

[28] Id. at 53-57.

[29] *Nocom v. Camerino*, G.R. No. 182894, 10 February 2009.

[30] *Manufacturers Hanover Trust Co. v. Guerrero*, 445 Phil. 770 (2003).

[31] *Solidbank Corporation v. Court of Appeals*, 439 Phil. 23 (2002).

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