

**AMANDO A. PONTAOE AND DR. ALEJANDRO G. PONTAOE,
PETITIONERS, VS. TEODORA A. PONTAOE AND EDUARDO A.
PONTAOE, RESPONDENTS.**

G.R. No. 159585. April 22, 2008

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

Before us are petitions for review on certiorari under Rule 45 of the Rules of Court assailing the Decision[1] dated July 31, 2003 and the Resolution[2] dated August 3, 2004 of the Court of Appeals in CA-G.R. CV No. 52587 which modified the Decision[3] dated October 31, 1995 of the Regional Trial Court (RTC) of Dagupan City, Branch 42, in Civil Case No. D-10738.

The facts of the case are as follows:

Teodora Pontaoe, Eduardo Pontaoe and Amando Pontaoe are full-blood children of Juan Pontaoe and his second wife, Tomasa Aquino. Dr. Alejandro Pontaoe is the nephew of Teodora, Eduardo and Amando. He is the only child of their late half-brother, Norberto, son of Juan and his first wife. Juan died on March 31, 1971 while Tomasa Aquino died on September 4, 1988.[4]

Juan and Dr. Alejandro were the registered co-owners of a 48,144-square meter parcel of land covered by Original Certificate of Title (OCT) No. 139[5] located at Sapang, Sta. Barbara, Pangasinan. Juan was the registered co-owner of one-half of the eastern portion of the land while Dr. Alejandro, the other half of the western portion.[6]

On August 31, 1970, the spouses Juan and Tomasa allegedly executed a Deed of Conveyance[7] over the one-half eastern portion in favor of their son Eduardo. OCT No. 139 was cancelled and replaced by Transfer Certificate of Title (TCT) No. 92293[8] in the name of Eduardo as the registered owner. On May 11, 1971, allegedly a Deed of Quitclaim[9] executed by Dr. Alejandro vested Eduardo with ownership over the one-half western portion. Afterwards, on June 23, 1980, Eduardo executed a Deed of Absolute Sale[10] over the entire property in favor of his sister, Teodora. On May 31, 1982, Teodora and Eduardo divided the land into two equal portions, each with an area of 24,072 square meters resulting in the cancellation of TCT No. 92293 and the issuance of TCT No. [143491][11] in the name of Eduardo A. Pontaoe and TCT No. [143492][12] in the name of Teodora A. Pontaoe.[13]

On June 23, 1980, a Deed of Absolute Sale was allegedly executed by Tomasa Aquino also in favor of Teodora Pontaoe over another parcel of land comprising 17,077 square meters[14] also located at Sapang, Sta. Barbara, Pangasinan and covered by OCT No. 138.[15] Consequently, OCT No. 138 was cancelled and TCT No. 134602[16] was issued in Teodora's name.[17]

On September 7, 1993, Teodora filed a Complaint for Quieting of Title, Accounting and Damages[18] against Amando before the RTC of Dagupan City. Teodora alleged she is the registered owner of the parcels of land

covered by TCT No. 143492 and TCT No. 134602 while Eduardo, who later on joined as co-plaintiff, is the registered owner of the parcel of land covered by TCT No. 143491. She alleged that they delivered the parcels of land to their mother, Tomasa, for her use and enjoyment until she reached the age of 50. However, after their mother suffered a stroke in May 1986, Amando took possession of the properties. After the death of their mother on September 4, 1988 and despite repeated demands on Amando to cease and desist from using and appropriating the fruits of the properties, Amando refused to vacate the land. His persistent claim of ownership and acts of dominion over the properties allegedly cast a cloud over the titles and hence, they filed the complaint for quieting of title.[19]

Amando and Dr. Alejandro, on the other hand, claim that the signatures appearing in the Deed of Conveyance were not Juan and Tomasa's signatures. They also claim that the signature appearing in the Deed of Quitclaim allegedly executed on May 11, 1971 is not the signature of Dr. Alejandro. Likewise, the signature appearing in the Deed of Absolute Sale allegedly executed on June 23, 1980 was not the signature of Tomasa.[20] Hence, the Deed of Conveyance, Deed of Quitclaim and Deed of Absolute Sale are invalid and there was no valid transfer of ownership to Eduardo and Teodora. The properties should then be co-owned by Eduardo, Teodora, Amando and Dr. Alejandro as heirs of the late spouses Juan and Tomasa.

After trial, the lower court declared Eduardo, Teodora, Amando and Dr. Alejandro as co-owners of the parcel of land covered by TCT No. 143491. It found out that the signature of Juan appearing in the Deed of Conveyance was substantially different from his admittedly genuine and authentic signatures. The trial court likewise ruled that, with respect to the Deed of Quitclaim, the signature of Dr. Alejandro had marked differences from the signatures which were undisputably affixed by him in other documents. Moreover, Dr. Alejandro was in the United States of America on the date he allegedly affixed his signature on the Deed of Quitclaim. Thus, the trial court declared the Deed of Quitclaim invalid and Dr. Alejandro as the absolute and exclusive owner of the parcel of land presently covered by TCT No. 143492. The trial court also declared the parties as co-owners of the parcel of land covered by TCT No. 134602. Thus, the trial court ordered the Register of Deeds, Lingayen, Pangasinan to cancel TCT Nos. 134602, 143491 and 143492 and issue new transfer certificates of titles corresponding to the share of each of the parties.[21]

On appeal, the Court of Appeals reversed the decision of the RTC with respect to the parcel of land covered by TCT No. 134602. It declared that Tomasa as the absolute and exclusive owner had the right to transfer ownership of the property to Teodora. The Court of Appeals also ruled that the trial court erred in apportioning the subject properties in favor of Eduardo, Teodora, Amando and Dr. Alejandro. Since the complaint was for quieting of title, accounting and damages, the trial court should have limited itself to questions of ownership of the subject properties and determination of the validity of the Deed of Conveyance, Deed of Quitclaim and Deed of Absolute Sale. Further, it ruled that the proceedings a quo were not the proper forum to determine the successional rights of the parties.[22] The dispositive portion of the Court of Appeals' decision reads,

WHEREFORE, premises considered, the Decision of the Regional Trial Court of Dagupan City is partially modified as follows:

- Declaring the Deed of Conveyance dated August 31, 1970 (Exh. "1") null and void and ordering the Register of Deeds, Lingayen, Pangasinan to cancel Transfer Certificate [of] Title Nos. [143491], [143492] and 92293 and to reinstate Original Certificate of Title No. 139;
- Declaring intervenor Dr. Alejandro G. Pontaoe as co-owner of the ½ eastern portion of the property covered by Original Certificate of Title No. 139;
- Declaring appellant Teodora A. Pontaoe as the absolute and exclusive owner of the parcel of land presently covered by Transfer Certificate of Title No. 134602.

SO ORDERED.[23]

Teodora and Eduardo sought reconsideration of the decision but their motion was denied by the Court of Appeals on August 3, 2004.

In their petitions for review before us, the parties submit the following issues for our consideration:

I.

[WHETHER OR NOT] THE COURT OF APPEALS WITH DUE RESPECT ERRED IN DECLARING APPELLANT TEODORA A. PONTAOE AS THE ABSOLUTE AND EXCLUSIVE OWNER OF THE PARCEL OF LAND PRESENTLY COVERED BY T[C]T NO. 134602 OF THE REGISTRY OF DEEDS OF PANGASINAN.[24]

II.

[WHETHER OR NOT] THE HONORABLE COURT OF APPEALS HAD DECIDED CA G.R. CV NO. 52587 IN A WAY PROBABLY NOT IN ACCORD WITH LAW OR WITH THE APPLICABLE DECISIONS OF THE HONORABLE COURT IN AFFIRMING THE DECISION OF THE REGIONAL TRIAL COURT IN CIVIL CASE NO. D-10738 THAT THE LANDS OF JUAN PONTAOE AND ALEJANDRO PONTAOE WERE NOT VALIDLY CONVEYED TO PETITIONER EDUARDO PONTAOE, AND DECLARING THE DEED OF CONVEYANCE IN FAVOR OF EDUARDO PONTAOE . . . NULL AND VOID.[25]

In brief, for our consideration are the following issues: Did the Court of Appeals err in declaring Teodora absolute owner of the land presently covered by TCT No. 134602? Are the Deeds of Conveyance and Quitclaim in favor of Eduardo valid?

Petitioners in G.R. No. 159585, Amando and Dr. Alejandro argue that the Court of Appeals erred when it reversed the trial court's ruling that the Deed of Absolute Sale executed by Tomasa in favor of Teodora was not valid because both parties allegedly admitted that the property covered by TCT No. 134602 was the sole property of Juan.[26] They stress that the parties stipulated in the Pre-trial Order[27] dated March 16, 1994 that the properties were originally owned by Juan. Amando and Dr. Alejandro emphasize that such admission was a declaration against interest which should be given weight and credence.[28]

For their part, Teodora and Eduardo in their Memorandum[29] dated September 5, 2005, counter that although the property was originally owned by Juan, it was later on solely owned by Tomasa when she bought back the property from the Dagupan Rural Bank.

The Court of Appeals, in reversing the trial court's ruling that Tomasa had no right to transfer the property, noted that the trial court failed to mention that after Juan died in 1971, Tomasa Aquino bought the subject lot from the Dagupan Rural Bank as shown by Entry No. 388121[30] dated November 5, 1973 annotated at the back of OCT No. 138. She bought the land after the title was consolidated in the name of the bank as shown by Entry No. 387094[31] of OCT No. 138. Thus, the land became her own property. Therefore, according to the appellate court, at the time Tomasa Aquino executed the Deed of Absolute Sale in favor of Teodora, Tomasa had full title to transfer the ownership of the lot to the latter.[32]

Our perusal of the annotations in OCT No. 138 shows that in an Entry No. 316753[33] dated May 23, 1969, the property was mortgaged to the Dagupan Rural Bank. Another entry shows that the property was subsequently foreclosed in 1971 and title transferred to the Dagupan Rural Bank. It was only in 1973 that Tomasa, then already a widow, bought back the property. Thus, although Juan originally owned the property, Tomasa became the sole owner when she sold the property to Teodora.

As to the second issue, petitioners in G.R. No. 165318, Teodora and Eduardo contend that the Court of Appeals and the trial court erred in ruling that the signatures of Juan and Dr. Alejandro were forgeries. They argue that the courts should have employed handwriting experts and not merely made their own findings based solely on their examination and comparison of the signatures.

On the other hand, Amando and Dr. Alejandro contend that the finding of the trial court and the Court of Appeals that the signatures of Juan and Dr. Alejandro were forged is a finding of fact which is binding on this Court.

We affirm the appellate court's findings. Both the trial court and the Court of Appeals ruled that the signatures of Juan and Dr. Alejandro were forgeries. Both signatures are on the record and were made available to the trial court, appellate court and to us for scrutiny and we agree with these lower courts and are bound by both their findings that the signatures of Juan and Dr. Alejandro are indeed forgeries.

As to the argument that handwriting experts should have been employed, handwriting experts are usually helpful in the examination of forged documents because of the technical procedure involved in analyzing them, but resort to these experts is not mandatory or indispensable to the examination or the comparison of handwritings. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity.[34] The opinions of handwriting experts are not binding upon courts, especially when the question involved is mere handwriting similarity or dissimilarity, which can be determined by a visual comparison of specimens of the questioned signatures with those of the currently existing ones.[35] Moreover, Section 22[36] of Rule 132 of the Rules of Court likewise explicitly authorizes the court, by itself, to make a comparison of the disputed handwriting "with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge." [37]

WHEREFORE, the petitions are DENIED. The assailed Decision dated July 31, 2003, as well as the Resolution dated August 3, 2004, of the Court of Appeals in CA-G.R. CV No. 52587 is AFFIRMED.

SO ORDERED.

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

[1] Rollo (G.R. No. 159585), pp. 156-165. Penned by Associate Justice Rosmari D. Carandang, with Associate Justices Conrado M. Vasquez, Jr. and Mercedes Gozo-Dadole concurring.

[2] Rollo (G.R. No. 165318), p. 62.

[3] Rollo (G.R. No. 159585), pp. 50-69. Penned by Judge Luis M. Fontanilla.

[4] Id. at 157.

[5] Exhibits "7" and "7-a," records, pp. 7-8.

[6] Rollo (G.R. No. 159585), p. 54.

[7] Exhibit "1," records, p.1.

[8] Exhibits "L-4 to L-7," id. at 21-22.

[9] Exhibit "6," id. at 6.

[10] Exhibits "8" and "8-a," id. at 9-10.

[11] Exhibits "E" and "E-1," id. at 7.

[12] Exhibits "C" and "C-1," id. at 5.

[13] Rollo (G.R. No. 159585), p. 158.

[14] Id.

[15] Exhibits "9" and "9-a to 9-c," records, pp. 11-12.

[16] Exhibits "D" and "D-1," id. at 6.

[17] Supra note 13.

[18] Id. at 26-29.

[19] Id.

[20] Id. at 159.

[21] Id. at 68-69.

[22] Id. at 163-164.

[23] Id. at 164.

[24] Id. at 238.

[25] Rollo (G.R. No. 165318), p. 15.

[26] Rollo (G.R. No. 159585), pp. 232-241.

[27] Records, pp. 94-95.

[28] Rollo (G.R. No. 159585), p. 239.

[29] Id. at 221-230.

[30] Exhibit "M-3," records, p. 24.

[31] Id.

[32] Rollo (G.R. No. 159585), p. 162.

[33] Supra note 30.

[34] *Jimenez v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the USA*, G.R. No. 140472, June 10, 2002, 383 SCRA 326, 335-336.

[35] Id. citing *Punzalan v. Commission on Elections*, G.R. Nos. 126669, 127900, 128800, 132435, April 27, 1998, 289 SCRA 702, 717.

[36] SEC. 22. How genuineness of handwriting proved.-The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

[37] Jimenez v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the USA, *supra* note 34 at 336.

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