

**PATROCINIA RAVINA AND WILFREDO RAVINA, PETITIONERS, VS.
MARY ANN P. VILLA ABRILLE, FOR HERSELF AND IN BEHALF OF
INGRID D'LYN P. VILLA ABRILLE, INGREMARK D'WIGHT VILLA
ABRILLE, ING...**

G.R. No. 160708. October 16, 2009

Ponente: QUISUMBING, ACTING C.J.

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QUISUMBING, ACTING C.J.:

For review are the Decision[1] dated February 21, 2002 and the Resolution[2] dated October 7, 2003 of the Court of Appeals in CA-G.R. CV No. 54560. The appellate court modified the Decision[3]

dated September 26, 1995 of the Regional Trial Court (RTC) of Davao City, Branch 15.

Simply stated, the facts as found by the Court of Appeals[4] are as follows:

Respondent Mary Ann Pasaol Villa Abrille and Pedro Villa Abrille are husband and wife. They have four children, who are also parties to the instant case and are represented by their mother, Mary Ann.

In 1982, the spouses acquired a 555-square meter parcel of land denominated as Lot 7, located at Kamuning Street, Juna Subdivision, Matina, Davao City, and covered by Transfer Certificate of Title (TCT) No. T-88674 in their names. Said lot is adjacent to a parcel of land which Pedro acquired when he was still single and which is registered solely in his name under TCT No. T-26471.

Through their joint efforts and the proceeds of a loan from the Development Bank of the Philippines (DBP), the spouses built a house on Lot 7 and Pedro's lot. The house was finished in the early 1980's but the spouses continuously made improvements, including a poultry house and an annex.

In 1991, Pedro got a mistress and began to neglect his family. Mary Ann was forced to sell or mortgage their movables to support the family and the studies of her children. By himself, Pedro offered to sell the house and the two lots to herein petitioners, Patrocinia and Wilfredo Ravina. Mary Ann objected and notified the petitioners of her objections, but Pedro nonetheless sold the house and the two lots without Mary Ann's consent, as evidenced by a Deed of Sale[5] dated June 21, 1991. It appears on the said deed that Mary Ann did not sign on top of her name.

On July 5, 1991 while Mary Ann was outside the house and the four children were in school, Pedro together with armed members of the Civilian Armed Forces Geographical Unit (CAFGU) and acting in connivance with petitioners[6] began transferring all their belongings from the house to an apartment.

When Mary Ann and her daughter Ingrid Villa Abrille came home, they were stopped from entering it. They waited outside the gate until evening under the rain. They sought help from the Talomo Police Station, but police authorities refused to intervene, saying that it was a family matter. Mary Ann alleged that the incident caused stress, tension and anxiety to her children, so much so that one flunked at school. Thus, respondents Mary Ann

and her children filed a complaint for Annulment of Sale, Specific Performance, Damages and Attorney's Fees with Preliminary Mandatory Injunction[7] against Pedro and herein petitioners (the Ravinas) in the RTC of Davao City.

During the trial, Pedro declared that the house was built with his own money. Petitioner Patrocinia Ravina testified that they bought the house and lot from Pedro, and that her husband, petitioner Wilfredo Ravina, examined the titles when they bought the property.

On September 26, 1995, the trial court ruled in favor of herein respondent Mary Ann P. Villa Abrille as follows:

WHEREFORE, judgment is rendered as follows:

- The sale of lot 8 covered by TCT No. 26471 by defendant Pedro Abrille appearing in the Deed of Sale marked as Exh. "E" is void as to one half or 277.5 square meters representing the share of plaintiff Mary Villa Abrille.

- That sale of Lot 7 covered by TCT No. [88674] by defendant Pedro Villa Abrille in the Deed of Sale (Exh. "A") is valid as to one half or 277.5 square meters of the 555 square meters as one half belongs to defendant Pedro Abrille but it is void as to the other half or 277.5 square meters as it belongs to plaintiff Mary Abrille who did not sell her share nor give her consent to the sale.

- That sale of the house mentioned in the Deed of Sale (Exh. "A") is valid as far as the one half of the house representing the share of defendant Pedro Abrille is concerned but void as to the other half which is the share of plaintiff Mary Abrille because she did not give her consent/sign the said sale.

- The defendants shall jointly pay the plaintiffs.

4. A. Seventeen Thousand Pesos (P17,000.00) representing the value of the movables and belonging[s] that were lost when unknown men unceremoniously and without their knowledge and consent removed their movables from their house and brought them to an apartment.

4. B. One Hundred Thousand Pesos (P 100,000.00) to plaintiff Mary Abrille as moral damages.

4. C. Fifty Thousand Pesos (P50,000.00) to each of the four children as moral damages, namely:

a) Ingrid Villa Abrille – Fifty Thousand Pesos (P50,000.00), b) Ingemark Villa Abrille – Fifty Thousand Pesos (P50,000.00), c) Ingresoll Villa Abrille – Fifty Thousand Pesos (P50,000.00) and d) Ingrelyn Villa Abrille – Fifty Thousand Pesos (P50,000.00).

- Ten Thousand Pesos (P10,000.00) as exemplary damages by way of example and correction for the public good.

- The costs of suit. [8]

On appeal, the Court of Appeals modified the decision, thus:

WHEREFORE, the appealed judgment is hereby MODIFIED as follows:

- The sale of lot covered by TCT No. 26471 in favor of defendants spouses Wilfredo and Patrocinia Ravina is declared valid.

- The sale of lot covered by TCT No. 88674 in favor of said defendants spouses Ravina, together with the house thereon, is declared null and void.

- Defendant Pedro Abrille is ordered to return the value of the consideration for the lot covered by TCT No. 88674 and the house thereon to co-defendants spouses Ravina.

- Defendants spouses Ravina [a]re ordered to reconvey the lot and house covered by TCT No. 88674 in favor of spouses Pedro and Mary Villa Abrille and to deliver possession to them.
 - Plaintiffs are given the option to exercise their rights under Article [450] of the New Civil Code with respect to the improvements introduced by defendant spouses Ravina.
 - Defendants Pedro Villa Abrille and spouses Ravina are ordered to pay jointly and severally the plaintiffs as follows:
 - a) One Hundred Thousand Pesos (P100,000.00) to plaintiff Mary Villa Abrille as moral damages.
 - b) Fifty Thousand Pesos (P50,000.00) as moral damages to each of the four children, namely: Ingrid Villa Abrille, Ingresmark Villa Abrille, Ingresoll Villa Abrille and Ingrelyn Villa Abrille.
 - c) Ten Thousand (P10,000.00) as exemplary damages by way of example and correction for the public good.
- SO ORDERED.[9]

Their Motion for Reconsideration having been denied, petitioners filed this petition. Petitioners argue that:

I.

THE COURT OF APPEALS ERRED WHEN IT DECLARED x x x THE SALE OF LOT COVERED BY TCT NO. 88674 IN FAVOR OF SPOUSES RAVINA, TOGETHER WITH THE HOUSE THEREON, AS NULL AND VOID SINCE IT IS CLEARLY CONTRARY TO LAW AND EVIDENCE.

II.

THE COURT OF APPEALS ERRED WHEN IT RULED THAT PETITIONERS PATROCIN[I]A RAVINA AND WILFREDO RAVINA ARE NOT INNOCENT PURCHASERS FOR VALUE, THE SAME BEING CONTRARY TO LAW AND EVIDENCE.

III.

THE COURT OF APPEALS ERRED WHEN IT RULED THAT PETITIONERS PATROCIN[I]A RAVINA AND WILFREDO RAVINA ARE LIABLE FOR DAMAGES, THE SAME BEING CONTRARY TO LAW AND EVIDENCE.[10]

In essence, petitioners assail the appellate court's declaration that the sale to them by Pedro of the lot covered by TCT No. T-88674 is null and void. However, in addressing this issue, it is imperative to determine: (1) whether the subject property covered by TCT No. T-88674 is an exclusive property of Pedro or conjugal property, and (2) whether its sale by Pedro was valid considering the absence of Mary Ann's consent.

Petitioners assert that the subject lot covered by TCT No. T-88674 was the exclusive property of Pedro having been acquired by him through barter or exchange.[11] They allege that the subject lot was acquired by Pedro with the proceeds of the sale of one of his exclusive properties. Allegedly, Pedro and his sister Carmelita initially agreed to exchange their exclusive lots covered by TCT No. T-26479 and TCT No. T-26472, respectively. Later, however, Pedro sold the lot covered by TCT No. T-26472 to one Francisca Teh Ting and purchased the property of Carmelita using the proceeds of the sale. A new title, TCT No. T-88674, was issued thereafter. Thus, petitioners insist that the subject lot remains to be an exclusive property of Pedro as it was acquired or purchased through the exclusive funds or money of the latter.

We are not persuaded. Article 160 of the New Civil Code provides, "All property of the marriage is presumed to belong to the conjugal partnership, unless it be proved that it pertains exclusively to the husband or to the wife."

There is no issue with regard to the lot covered by TCT No. T-26471, which was an exclusive property of Pedro, having been acquired by him before his marriage to Mary Ann. However, the lot covered by TCT No. T-88674 was acquired in 1982 during the marriage of Pedro and Mary Ann. No evidence was adduced to show that the subject property was acquired through exchange or barter. The presumption of the conjugal nature of the property subsists in the absence of clear, satisfactory and convincing evidence to overcome said presumption or to prove that the subject property is exclusively owned by Pedro.[12] Petitioners' bare assertion would not suffice to overcome the presumption that TCT No. T-88674, acquired during the marriage of Pedro and Mary Ann, is conjugal. Likewise, the house built thereon is conjugal property, having been constructed through the joint efforts of the spouses, who had even obtained a loan from DBP to construct the house.

Significantly, a sale or encumbrance of conjugal property concluded after the effectivity of the Family Code on August 3, 1988, is governed by Article 124 of the same Code that now treats such a disposition to be void if done (a) without the consent of both the husband and the wife, or (b) in case of one spouse's inability, the authority of the court. Article 124 of the Family Code, the governing law at the time the assailed sale was contracted, is explicit:

ART. 124. The administration and enjoyment of the conjugal partnership property shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for proper remedy which must be availed of within five years from the date of the contract implementing such decision.

In the event that one spouse is incapacitated or otherwise unable to participate in the administration of the conjugal properties, the other spouse may assume sole powers of administration. These powers do not include the powers of disposition or encumbrance which must have the authority of the court or the written consent of the other spouse. In the absence of such authority or consent, the disposition or encumbrance shall be void. However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors. (Emphasis supplied.)

The particular provision in the New Civil Code giving the wife ten (10) years to annul the alienation or encumbrance was not carried over to the Family Code. It is thus clear that alienation or encumbrance of the conjugal partnership property by the husband without the consent of the wife is null and void.

Hence, just like the rule in absolute community of property, if the husband, without knowledge and consent of the wife, sells conjugal property, such sale is void. If the sale was with the knowledge but without the approval of the wife, thereby resulting in a disagreement, such sale is annulable at the instance of the wife who is given five (5) years from the date the contract implementing the decision of the husband to institute the case.[13]

Here, respondent Mary Ann timely filed the action for annulment of sale within five (5) years from the date of sale and execution of the deed. However, her action to annul the sale pertains only to the conjugal house and lot and does not include the lot covered by TCT No. T-26471, a property exclusively belonging to Pedro and which he can dispose of freely without Mary Ann's consent.

On the second assignment of error, petitioners contend that they are buyers in good faith.[14] Accordingly, they need not inquire whether the lot was purchased by money exclusively belonging to Pedro or of the common fund of the spouses and may rely on the certificates of title.

The contention is bereft of merit. As correctly held by the Court of Appeals, a purchaser in good faith is one who buys the property of another without notice that some other person has a right to, or interest in, such property and pays a full and fair price for the same at the time of such purchase, or before he has notice of the claim or interest

of some other person in the property.[15] To establish his status as a buyer for value in good faith, a person dealing with land registered in the name of and occupied by the seller need only show that he relied on the face of the seller's certificate of title. But for a person dealing with land registered in the name of and occupied by the seller whose capacity to sell is restricted, such as by Articles 166 and 173 of the Civil Code or Article 124 of the Family Code, he must show that he inquired into the latter's capacity to sell in order to establish himself as a buyer for value in good faith.[16]

In the present case, the property is registered in the name of Pedro and his wife, Mary Ann. Petitioners cannot deny knowledge that during the time of the sale in 1991, Pedro was married to Mary Ann. However, Mary Ann's conformity did not appear in the deed. Even assuming that petitioners believed in good faith that the subject property is the exclusive property of Pedro, they were apprised by Mary Ann's lawyer of her objection to the sale and yet they still proceeded to purchase the property without Mary Ann's written consent. Moreover, the respondents were the ones in actual, visible and public possession of the property at the time the transaction was being made. Thus, at the time of sale, petitioners knew that Mary Ann has a right to or interest in the subject properties and yet they failed to obtain her conformity to the deed of sale. Hence, petitioners cannot now invoke the protection accorded to purchasers in good faith.

Now, if a voidable contract is annulled, the restoration of what has been given is proper. The relationship between the parties in any contract even if subsequently annulled must always be characterized and punctuated by good faith and fair dealing.[17] Hence, in consonance with justice and equity and the salutary principle of non-enrichment at another's expense, we sustain the appellate court's order directing Pedro to return to petitioner spouses the value of the consideration for the lot covered by TCT No. T-88674 and the house thereon.

However, this court rules that petitioners cannot claim reimbursements for improvements they introduced after their good faith had ceased. As correctly found by the Court of Appeals, petitioner Patrocinia Ravina made improvements and renovations on the house and lot at the time when the complaint against them was filed. Ravina continued introducing improvements during the pendency of the action.[18]

Thus, Article 449 of the New Civil Code is applicable. It provides that, "(h)e who builds, plants or sows in bad faith on the land of another, loses what is built, planted or sown without right to indemnity." [19]

On the last issue, petitioners claim that the decision awarding damages to respondents is not supported by the evidence on record.[20]

The claim is erroneous to say the least. The manner by which respondent and her children were removed from the family home deserves our condemnation. On July 5, 1991, while respondent was out and her children were in school, Pedro Villa Abrille acting in connivance with the petitioners[21] surreptitiously transferred all their personal belongings to another place. The respondents then were not allowed to enter their rightful home or family abode despite their impassioned pleas.

Firmly established in our civil law is the doctrine that: "Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith." [22] When a right is exercised in a manner that does not conform with such norms and results in damages to another, a legal wrong is thereby committed for which the wrong doer must be held responsible. Similarly, any person who willfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damages caused.[23] It is patent in this case that petitioners' alleged acts fall short of these established civil law standards.

WHEREFORE, we deny the instant petition for lack of merit. The Decision dated February 21, 2002 and the

Resolution dated October 7, 2003 of the Court of Appeals in CA-G.R. CV No. 54560 are AFFIRMED.

Costs against petitioners.

SO ORDERED.

Carpio Morales, Brion, Bersamin[*], and Abad, JJ., concur.

[*] Additional member per Special Order No. 761.

[1] Rollo, pp. 44-70. Penned by Associate Justice Ruben T. Reyes (now a retired member of this Court), with Associate Justices Renato C. Dacudao and Mariano C. Del Castillo (now a member of this Court) concurring.

[2] Id. at 71.

[3] CA rollo, pp. 47-54. Penned by Judge Jesus V. Quitain.

[4] With editorial changes for brevity.

[5] Records, pp. 144-145. Exh. "T".

[6] CA rollo, p. 53.

[7] Records, pp. 1-7.

[8] CA rollo, pp. 53-54.

[9] Rollo, pp. 68-69.

[10] Id. at 24.

[11] Id.

[12] See *Castro v. Miat*, G.R. No. 143297, February 11, 2003, 397 SCRA 271, 280.

[13] *M. Sta. Maria*, *Persons and Family Relations Law*, p. 511 (4th ed., 2004).

[14] Rollo, p. 32.

[15] *San Lorenzo Development Corporation v. Court of Appeals*, G.R. No. 124242, January 21, 2005, 449 SCRA 99, 117.

[16] *Bautista v. Silva*, G.R. No. 157434, September 19, 2006, 502 SCRA 334, 338-339.

[17] *Heirs of Ignacia Aguilar-Reyes v. Mijares*, G.R. No. 143826, August 28, 2003, 410 SCRA 97, 109.

[18] Rollo, p. 63.

[19] *Lumungo v. Usman*, No. L-25359, September 28, 1968, 25 SCRA 255, 262.

[20] Rollo, p. 36.

[21] CA rollo, p. 53.

[22] Civil Code, Art. 19.

[23] Civil Code, Art. 21.

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