

**REPUBLIC OF THE PHILIPPINES, REPRESENTED BY ROMEO T. ACOSTA (FORMERLY JOSE D. MALVAS), DIRECTOR OF FOREST MANAGEMENT BUREAU, DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, PET...**

*G.R. No. 163794. November 28, 2008*

Ponente: NACHURA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-163794/>

---

**NACHURA, J.:**

Before this Court is a Petition for Review on Certiorari[1] under Rule 45 of the Rules of Civil Procedure seeking the reversal of the Court of Appeals (CA) Decision[2] dated June 4, 2004, in CA-G.R. SP No. 52261, which affirmed the Joint Order[3] of the Regional Trial Court (RTC) of Pinamalayan, Oriental Mindoro, Branch 41, dated December 28, 1998.

The facts, as summarized by the CA, are as follows:

Sometime in 1970, [private respondent Danilo] Reyes bought the subject 182,941-square-meter land at Bgy. Banus, Pinamalayan, Oriental Mindoro [subject land] from one Regina Castillo (or Castillo) in whose name it was titled under Original Transfer Certificate of Title No. P-2388 issued pursuant to Free Patent No. V-79606. Right after his purchase, Reyes introduced improvements and planted the land with fruit trees, including about a thousand mango[es], more than a hundred Mandarin citrus, and more than a hundred guyabanos. He also had the title transferred in his name and was issued TCT No. 45232.

Reyes so prized this land which he bought in good faith. Unfortunately, it turned out that about 162,500 square meters of this land is part of the timberland of Oriental Mindoro and, therefore, cannot be subject to any disposition or acquisition under any existing law, and is not registrable.

Thus, in the Complaint (Annex "A", pp. 15 to 21, rollo) for "Cancellation of Title and/or Reversion" filed by the Office of the Solicitor General (or OSG) in behalf of the Republic [petitioner], as represented by the Bureau of Forest Development (or BFD), it was explained that the source[,] Original Transfer Certificate of Title No. P-2388 of Castillo, issued pursuant to Free Patent No. V-79606, is spurious, fictitious and irregularly issued on account of:

- a) ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED (162,500) SQUARE METERS, more or less, of the land covered by OCT No. P-2388 was, at the time it was applied for patent and or titling, a part of the timberland of Oriental Mindoro, per BFD Land Classification Map Nos. 2319 and 1715. Copy of said maps are attached hereto as Annexes "B" and "C";
- b) The 162,500 square meters covered by OCT No. P-2388 are entirely inside the 140 hectares Agro-Forestry Farm Lease Agreement No. 175 in favor of Atty. Augusto D. Marte[4] [Atty. Marte], copy of the Map of AFFLA No. 175 and AFFLA No. 175 are attached hereto as Annexes "D" and "E";
- c) Neither the private defendant nor his predecessors-in-interest have been in possession of the property because the rightful occupant is Atty. Augusto D. Marte by virtue of the Agro-Forestry Farm Lease Agreement [AFFLA] No. 175, issued to him by the Ministry of Natural Resources in 1986 to expire on December 21,

2011;

d) Since the parcel of land covered by TCT No. 45232, in the name of defendant Danilo Reyes, is a part of the timberland of Oriental Mindoro, per BFD Land Classification Map Nos. 2319 & 1715, the same cannot be the subject of any disposition or acquisition under any existing law (*Li Hong Giap vs. Director of Lands*, 55 Phil. 693; *Veno vs. Gov't of P.I.* 41 Phil. 161; *Director of Lands vs. Abanzado*, 65 SCRA 5). (pp. 18 to 19, rollo)

Aside from the documentary evidence presented to support these allegations, the Republic presented as well and called to the witness stand:

a) Armando Cruz, the supervising cartographer of the DENR, who explained that based on Land Classification Map No. 1715 (Exh. "A") which was later amended to LC Map No. 2319 (Exh. "B"), the plotting shows that the 162,000 square meters covered by OCT No. 2388 are entirely inside the 140 hectares of the Agro-Forestry Farm Lease Agreement No. 175 in favor of Atty. Marte and the alienable and disposable area of Castillo's land is only around two (2) hectares;

b) Alberto Cardíño, an employee of the DENR who conducted the survey on the land under litigation, corroborated the testimony of Cruz that only two hectares is alienable and disposable land; and

c) Vicente Mendoza, a Geodetic Engineer, who expounded on the procedure before the title could be issued to an applicant for a disposable and alienable public land. He clarified that he did not make the survey for Castillo but upon presentation to him of the carpeta in open court he noticed that, while it appears to be valid, it however has no certification of the Bureau of Forestry - an essential requirement before title could be issued.

For his side, Reyes presented evidence showing his extensive development of and investment in the land, but however failed to traverse squarely the issue raised by the Republic against the inalienability and indisposability of his acquired land. His lame argument that the absence of the Certification by the Bureau of Forestry on his carpeta does not necessarily mean that there was none issued, failed to convince the court a quo.

Hence, Judge Edilberto Ramos, the then Presiding Judge of Branch 41 of the Regional Trial Court of Pinamalayan, Oriental Mindoro, held[5] that:

The defendants in this case did not assail the evidence of the plaintiff but concentrated itself to the expenses incurred in the cultivation and in the planting of trees in that disputed areas. Aside thereto, the plaintiff cited that it is elementary principle of law that said areas not being capable of registration their inclusion in a certification of ownership or confer title on the registrant. (*Republic of the Philippines, et al. vs. Hon. Judge Jaime de los Angeles of the Court of First Instance of Balayan, Batangas, et al.*, G.R. No. L-30240) It is also a matter of principle that public forest [are non-alienable public lands. Accession of public forests] on the part of the claimant, however long, cannot convert the same into private property. (*Vano v. Government of PI*, 41 Phils. 161)

In view thereof, it appears that the preponderance of evidence is in favor of the plaintiff and against the defendants and therefore it is hereby declared that Free Patent No. V-79606 issued on July 22, 1957 with Psu No. 155088 and OCT No. P-2388 in the name of Regina Castillo and its derivative TCT No. 45232 in the name of Danilo Reyes is hereby declared null and void; and the defendant Danilo Reyes is hereby ordered to surrender the owner's duplicate copy of TCT No. 45232 and to vacate the premises and directing the defendant Register of Deeds of Calapan, Oriental Mindoro, to cancel the title as null and void ab initio; and declaring the reversion of the land in question to the government subject to the Agro-Forestry Farm Lease Agreement No. 175, to form part of the public domain in the province of Oriental Mindoro.

The two-hectare lot, which appears disposable and alienable, is declared null and void for failure to secure certification from the Bureau of Forest Development.

The counter-claim of the defendant is hereby denied for lack of merit, with cost against the defendant.[6]

Reyes appealed the aforementioned RTC Decision to the CA. In its Decision[7] dated September 16, 1996, the CA affirmed the RTC Decision. His motion for reconsideration was denied.[8]

Thus, Reyes sought relief from this Court via a petition for review on certiorari. But in our Resolution[9] dated June 23, 1997, we resolved to deny his petition for failure to sufficiently show that the CA had committed any reversible error in the questioned judgment. On November 24, 1997, this Court denied with finality Reyes' motion for reconsideration.[10]

On February 4, 1998, Reyes filed a Motion[11] to Remove Improvements Introduced by Defendant Danilo D. Reyes on the Property which is the Subject of Execution in Accordance with Rule 39, Section 10, paragraph (d) of the 1997 Rules of Civil Procedure (motion).[12] There he averred that: he occupied in good faith the subject land for around thirty years; he had already spent millions of pesos in planting fruit-bearing trees thereon; and he employed many workers who regularly took care of the trees and other plants. Reyes prayed that he and/or his agents be given at least one (1) year from the issuance of the corresponding order to remove his mango, citrus and guyabano trees, and that they be allowed to stay in the premises within that period to work on the cutting and removal of the said trees. He also asked the RTC that in the meantime that these trees are not yet removed, all the unharvested fruits be appropriated by him, as provided for by law, to the exclusion of all other persons who may take advantage of the situation and harvest said fruits.

Petitioner opposed the motion, citing the principle of accession under Article 440[13] of the Civil Code. It further argued that the subject land, being

timber land, is property of public dominion and, therefore, outside the commerce of man and cannot be leased, donated, sold, or be the object of any contract. This being the case, there are no improvements to speak of, because the land in question never ceased to be a property of the Republic, even if Reyes claimed that he was a purchaser for value and in good faith and was in possession for more than thirty (30) years. Moreover, petitioner averred that, assuming Reyes was initially a planter/sower in good faith, Article 448 of the Civil Code cannot be of absolute application since from the time the reversion case was filed by the petitioner on May 13, 1987, Reyes ceased to be a planter/sower in good faith and had become a planter/sower in bad faith.[14]

Meanwhile, on March 2, 1998, Atty. Marte filed a Complaint for Injunction With an Ancillary Prayer for the Immediate Issuance of a Temporary Restraining Order against Reyes for allegedly encroaching upon and taking possession by stealth, fraud and strategy some 16 hectares of his leased area without his permission or acquiescence and planted trees thereon in bad faith despite the fact that the area is non-disposable and part of the public domain, among others.

But the respondent RTC dismissed the said complaint in the assailed Joint Order and ruled in favor of Reyes, finding Rule 39, Section 10, paragraph (d) of the 1997 Rules of Civil Procedure, applicable. The RTC ratiocinated:

Under the circumstance, it is but just and fair and equitable that Danilo Reyes be given the opportunity to enjoy the fruits of his labor on the land which he honestly believes was legally his. He was not aware that his certificate of title which was derived from OCT No. P-2388 issued in 1957 by the government itself in the name of Regina Castillo contained legal infirmity, otherwise he would not have expoused (sic) himself from the risk of being ejected from the land and losing all improvements thereon. Any way, if the court will grant the motion for the defendant's (sic) Danilo Reyes to remove his improvements on the disputed property, it will not prejudice Augusto Marte, otherwise, as the court sees it, he will immensely [benefit] from the toils of Danilo Reyes.

and then disposed, as follows:

WHEREFORE, premises considered, the motion to remove improvements filed by defendant Danilo Reyes dated January 28, 1998 is hereby GRANTED pursuant to the provisions of section 10, paragraph (d) of Rule 39 of the 1997 Rules of Civil Procedure and he is given a period of one (1) year from the issuance of this ORDER to remove, cut and appropriate the fruit-bearing trees which he had planted in the property in disputes (sic).

The COMMENT filed by the Office of the Solicitor General dated August 11, 1998 is hereby denied for lack of merit.

The [C]omplaint for Injunction filed by Augusto D. Marte on March 2, 1998 against Danilo Reyes is hereby ordered dismissed for lack of merit.

Petitioner, through the OSG, filed its Motion for Reconsideration[15] which was denied by the RTC.[16] Aggrieved, petitioner went to the CA via Certiorari under Rule 65 of the Rules of Civil Procedure[17] ascribing to the RTC grave abuse of discretion and acting without jurisdiction in granting Reyes' motion to remove improvements.

However, the CA dismissed the petition for certiorari, and affirmed the ruling of the RTC, in this wise:

It is notable that in the course of the suit for "Cancellation of Title and/or Reversion" there was not an iota of evidence presented on record that Reyes was in bad faith in acquiring the land nor in planting thereon perennial plants. So it could never be said and held that he was a planter/sower in bad faith. Thus, this Court holds that Reyes sowed and planted in good faith, and that being so the appropriate provisions on right accession are Articles 445 and 448 also of the Civil Code.[18]

Hence, this Petition based on the sole ground that:

THE COURT OF APPEALS ERRED IN AFFIRMING THE DECISION OF THE TRIAL COURT HOLDING THAT THE MOTION TO REMOVE IMPROVEMENTS FILED BY PRIVATE RESPONDENT IS BUT AN INCIDENT OF THE REVERSION CASE OVER WHICH THE TRIAL COURT STILL HAS JURISDICTION DESPITE THE FACT THAT THE DECISION IN THE REVERSION CASE HAD LONG BECOME FINAL AND EXECUTORY.[19]

The OSG posits that Reyes' assailed motion is barred by prior judgment under Section 47, Rule 39 of the 1997 Rules of Civil Procedure because said motion merely sprang from the civil case of reversion tried and decided on the merits by the RTC, and the decision is already final, after it was duly affirmed by the CA and by this Court. The OSG stresses that one of Reyes' assigned errors in the reversion case before the CA was that the RTC "erred in not granting his (Reyes') counterclaims as well as his claims for improvements." The OSG claims that such assigned error was duly resolved by the CA when it held, to wit:

The non-award of appellant's "counterclaims" is understandable.

To begin with, no evidence whatsoever was presented by the appellant to sustain his plea for damages. In fact, appellant never testified to prove his allegations as regards his counterclaims.

Then, too, there is no showing that appellant paid the docket fees for the court to acquire jurisdiction over his purported counterclaims (*Metal Engineering Resources Corp. vs. Court of Appeals*, 203 SCRA 273).

Lastly, the allegations made in the Answer in support of the so-called "counterclaims" clearly negate the nature of the claims as compulsory counterclaim like that of reimbursement of the useful expenses (*Cabangis vs. Court of Appeals*, 200 SCRA 414).[20]

Thus, the OSG posits that the issue of the improvements cannot be made the subject of the assailed motion on the

pretext that such removal of improvements is merely incidental to the reversion case. The OSG submits that the consideration of the issue is now barred by res judicata. Lastly, the OSG argues that: the RTC and CA cannot vary a decision which has already attained finality; for purposes of execution, what is controlling is the dispositive portion of the decision; the RTC, except to order the execution of a decision which had attained finality, had long lost jurisdiction over the case; and the RTC erred and acted without jurisdiction when it granted Reyes' motion to remove the improvements when the dispositive portion of the decision in the reversion case did not provide for the removal of the same.[21]

In his Comment[22] on the OSG petition, Reyes avers that the points raised by the OSG are merely rehashed arguments which were adequately passed upon by the CA. He fully agrees with the ruling of the CA that: he is a planter/sower in good faith, as such, Articles 445 and 448 of the New Civil Code are applicable; his motion is not entirely a new case, but merely an incident to the reversion case, a consequence of its grant and a legal solution to an important issue overlooked, if not ignored by the State and by the courts in their decisions in the reversion case; under Section 10, Rule 39 of the 1997 Rules of Civil Procedure, he is allowed to remove the improvements; and the instant Petition failed to abide with the proper manner as to the "proof of service" required under Section 13, Rule 13 of the 1997 Rules of Civil Procedure. Most importantly, Reyes avers that the land on which about 1,000 mango trees, 100 mandarin citrus trees and 100 guyabano trees are planted, was leased by the government to Atty. Marte, who entered into the possession of the subject land when the trees were already bearing fruits. Thus, if said trees are not removed, Atty. Marte would be unduly enriched as the beneficiary of these fruits without even spending a single centavo, at the expense of Reyes. Reyes posits that it is a well-established fact, unrebutted by the petitioner, that he planted these trees and to deny him the right to remove them would constitute a grave injustice and amount to confiscation without just compensation which is violative of the Constitution.

The OSG counters that copies of the instant Petition were properly served as shown by the photocopies of the registry return cards. Moreover, the OSG avers that granting, without admitting, that another person would stand to be benefited by the improvements that Reyes introduced on the land is beside the point and is not the fault of the petitioner because the particular issue of the improvements was already resolved with finality in the reversion case. The OSG claims that a lower court cannot reverse or set aside decisions or orders of a superior court, for to do so will negate the principle of hierarchy of courts and nullify the essence of review - a final judgment, albeit erroneous, is binding on the whole world.[23]

The instant Petition lacks merit.

In an action for reversion, the pertinent allegations in the complaint would admit State ownership of the disputed land.[24] Indeed, the ownership over the subject land reverted to the State by virtue of the decisions of the

RTC and CA and our Resolution on the matter. But these decisions simply ordered the reversion of the property to the State, and did not consider the improvements that Reyes had introduced on the property or provide him with any remedy relative thereto. Thus, Reyes was left out in the cold, faced with the prospect of losing not only the land which he thought he owned, but also of forfeiting the improvements that he painstakingly built with his effort, time and money.

We cannot agree with the OSG that the denial by the CA of Reyes' counterclaim in the reversion case had the effect of completely foreclosing whatever rights Reyes may have over these improvements. We note that the counterclaim was denied because Reyes failed to prove that it was in the nature of a compulsory counterclaim, and he did not pay docket fees thereon, even as the CA found that Reyes "never testified to prove his allegations as regards his counterclaims." Yet, the records of the reversion case reveal that Reyes adduced ample evidence of the extent of the improvements he introduced and the expenses he incurred therefor. This is reflected in the

findings of the CA in the case at bench, and we concur with the appellate court when it said:

But this Court notes that while Reyes was half-hearted in his opposition to the reversion, he instead focused on proving the improvements he has introduced on the land, its extent and his expenses. Despite these proofs, the Decision of April 13, 1992 made no mention nor provision for the improvements on the land. With this legal vacuum, Reyes could not exercise the options allowed the sower and planter in good faith. This thus left him no other alternative but to avail of Paragraph (d) of Section 10 of Rule 39 of the 1997 Rules of Civil Procedure in order to collect or get a return of his investment as allowed to a sower and planter in good faith by the Civil Code.

Correlatively, the courts in the reversion case overlooked the issue of whether Reyes, vis-à-vis his improvements, is a builder or planter in good faith. In the instant case, the issue assumes full significance, because Articles 448[25] and 546[26] of the Civil Code grant the builder or planter in good faith full reimbursement of useful improvements and retention of the premises until reimbursement is made. A builder or planter in good faith is one who builds or plants on land with the belief that he is the owner thereof, unaware of any flaw in his title to the land at the time he builds or plants on it. [27]

On this issue, we are disposed to agree with the CA that Reyes was a planter in good faith. Reyes was of the belief that he was the owner of the subject land; in fact, a TCT over the property was issued in his name. He tilled the land, planted fruit trees thereon, and invested money from 1970. He received notice of the Republic's claim only when the reversion case was filed on May 13, 1987. The trees are now full-grown and fruit-bearing.

To order Reyes to simply surrender all of these fruit-bearing trees in favor of the State -- because the decision in the reversion case declaring that the land is part of inalienable forest land and belongs to the State is already final and immutable -- would inequitably result in unjust enrichment of the State at the expense of Reyes, a planter in good faith.

*Nemo cum alterius detrimento locupletari potest.*[28] This basic doctrine on unjust enrichment simply means that a person shall not be allowed to profit or enrich himself inequitably at another's expense.[29] There is unjust enrichment when a person unjustly retains a benefit to the loss of another, or when a person retains money or property of another against the fundamental principles of justice, equity and good conscience.[30] Article 22 of the Civil Code states the rule in this wise:

ART. 22. Every person who, through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him.

The requisites for the application of this doctrine are present in the instant case. There is enrichment on the part of the petitioner, as the State would come into possession of -- and may technically appropriate -- the more than one thousand fruit-bearing trees planted by the private respondent. There is impoverishment on the part of Reyes, because he stands to lose the improvements he had painstakingly planted and invested in. There is lack of valid cause for the State to acquire these improvements, because, as discussed above, Reyes introduced the improvements in good faith. Thus, the Court of Appeals did not commit any error in ruling that Reyes is entitled to the benefits of Articles 448 and 546 of the Civil Code.

Thus, even if we accept the OSG's submission that Reyes' entitlement to these benefits is not absolute because he can no longer claim good faith after the filing of the reversion case in 1987, still, there is no gainsaying that prior to that — all the way back to 1970 — he had possessed the land and introduced improvements thereon in good faith. At the very least, then, Reyes is entitled to these benefits for the 17 years that he had been a planter in good faith.

However, we are mindful of the fact that the subject land is currently covered by Agro-Forestry Farm Lease

Agreement (AFFLA) No. 175 issued by the Ministry of (now Department of Environment and) Natural Resources in favor of Atty. Augusto D. Marte, which will expire on December 21, 2011. By the terms of the AFFLA, the lessee shall, among others, do all in his power to suppress fires, cooperate with the Bureau of Forest Development (BFD) in the protection and conservation of the forest growth in the area and undertake all possible measures to insure the protection of watershed and environmental values within the leased area and areas adjacent thereto. This obligation to prevent any damage to the land subject of the lease is consonant with fundamental principles and state policies set forth in Section 16,[31] Article II and Section 4,[32] Article XII of the Constitution.

To allow Reyes to remove the fruit-bearing trees now full-grown on the subject land, even if he is legally entitled to do so, would be risking substantial damage to the land. It would negate the policy consideration underlying the AFFLA -- to protect and preserve the biodiversity and the environment, and to prevent any damage to the land. Further, it would violate the implicit mandate of Article 547 of the Civil Code which provides:

ART. 547. If the useful improvements can be removed without damage to the principal thing, the possessor in good faith may remove them unless the person who recovers the possession exercises the option under paragraph 2 of the preceding article.

In this light, the options that Reyes may exercise under Articles 448 and 546 of the Civil Code have been restricted. It is no longer feasible to permit him to remove the trees he planted. The only equitable alternative would be to order the Republic to pay Reyes the value of the improvements he introduced on the property. This is only fair because, after all, by the terms of the AFFLA, upon the expiration of the lease or upon its cancellation if there be any violation or breach of its terms, all permanent improvements on the land shall pass to the ownership of the Republic without any obligation on its part to indemnify the lessee.

However, the AFFLA is not due to expire until December 21, 2011. In the interim, it is logical to assume that the lessee, Atty. Augusto D. Marte, will derive financial gain from the fruits that the trees planted by Reyes would yield. In fact, Atty. Marte may already have profited therefrom in the past several years. It is, therefore, reasonable to grant the Republic the right of subrogation against the lessee who may have benefited from the improvements. The Republic may, thus, demand reimbursement from Atty. Marte for whatever amount it will have to pay Reyes for these improvements.

As to the OSG's insistent invocation of *res judicata* and the immutability of final judgments, our ruling in *Temic Semiconductors, Inc. Employees Union (TSIEU)-FFW, et al. v. Federation of Free Workers (FFW), et al.*[33] is instructive:

It is axiomatic that a decision that has acquired finality becomes immutable and unalterable. A final judgment may no longer be modified in any respect, even if the modification is meant to correct erroneous conclusions of fact and law; and whether it be made by the court that rendered it or by the highest court in the land. Any act which violates such principle must immediately be struck down. Indeed, the principle of conclusiveness of prior adjudications is not confined in its operation to the judgments of what are ordinarily known as courts, but it extends to all bodies upon which judicial powers had been conferred.

The only exceptions to the rule on the immutability of a final judgment are: (1) the correction of clerical errors; (2) the so-called *nunc pro tunc* entries which cause no prejudice to any party; (3) void judgments; and (4) whenever circumstances transpire after the finality of the decision rendering its execution unjust and inequitable.

In the exercise of our mandate as a court of justice and equity,[34] we rule in favor of Reyes *pro hac vice*. We reiterate that this Court is not precluded from rectifying errors of judgment if blind and stubborn adherence to the doctrine of immutability of final judgments would involve the sacrifice of justice for technicality.[35] Indubitably, to order the reversion of the subject land without payment of just compensation, in absolute disregard of the rights

of Reyes over the improvements which he, in good faith, introduced therein, would not only be unjust and inequitable but cruel as well.

WHEREFORE, the instant Petition is DENIED. The Decision dated June 4, 2004 of the Court of Appeals is AFFIRMED with MODIFICATION in that:

1) The Regional Trial Court of Pinamalayan, Oriental Mindoro, Branch 41, is hereby DIRECTED to determine the actual improvements introduced on the subject land, their current value and the amount of the expenses actually spent by private respondent Danilo Reyes for the said improvements thereon from 1970 until May 13, 1987 with utmost dispatch.

2) The Republic, through the Bureau of Forest Development of the Department of Environment and Natural Resources, is DIRECTED to pay private respondent Danilo Reyes the value of such actual improvements he introduced on the subject land as determined by the Regional Trial Court, with the right of subrogation against Atty. Augusto D. Marte, the lessee in Agro-Forestry Farm Lease Agreement No. 175.

No costs.

**SO ORDERED.**

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Reyes, JJ., concur.

---

[1] Rollo, pp. 26-51.

[2] Penned by Associate Justice Roberto A. Barrios (now deceased), with Associate Justices Mariano C. Del Castillo and Magdangal M. De Leon, concurring; id. at 53-66.

[3] Penned by public respondent Judge Normelito J. Ballocanag; id. at 115-118.

[4] Also referred to as Atty. Augusto Sarte in other pleadings and documents.

[5] RTC Decision dated April 13, 1992; rollo, pp. 80-83.

[6] Rollo, pp. 54-57. (Emphasis supplied)

[7] Particularly docketed as CA-G.R. CV No. 39105; penned by Associate Justice Cancio C. Garcia (a retired member of this Court), with Associate Justices Eugenio S. Labitoria and Artemio G. Tuquero, concurring; id. at 84-98.

[8] CA Resolution dated January 24, 1997; id. at 102-104.

[9] Id. at 105.

[10] Id. at 106.

[11] Id. at 107-110.

[12] SEC. 10. Execution of judgments for specific act.

x x x x

(d) Removal of improvements on property subject of execution. - When the property subject of execution contains improvements constructed or planted by the judgment obligor or his agent, the officer shall not destroy, demolish or remove said improvements, except upon special order of the court, issued upon motion of the judgment obligee after due hearing and after the former has failed to remove the same within a reasonable time fixed by the court.

[13] ART. 440. The ownership of property gives the right of accession to everything which is produced thereby, or which is incorporated or attached thereto, either naturally or artificially.

[14] OSG Comment dated August 11, 1998; rollo, pp. 111-114.

[15] Id. at 119-130.

[16] RTC Order dated February 17, 1999; id. at 131.

[17] Petition for Certiorari dated April 5, 1999; id. at 132-144.

[18] Rollo, p. 63.

[19] Id. at 36.

[20] Supra note 7, at 97-98.

[21] Supra note 1.

[22] Rollo, pp. 195-200.

[23] OSG's Reply dated March 21, 2005; id. at 207-213, citing *Manila Electric Co. v. Philippine Consumers Foundation, Inc.*, 374 SCRA 262 (2002).

[24] *Evangelista v. Santiago*, G.R. No. 157447, April 29, 2005, 457 SCRA 744, 764, citing *Heirs of Ambrocio Kionisala v. Heirs of Honorio Dacut*, 378 SCRA 206, 214-215 (2002).

[25] Art. 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 a case, he shall pay reasonable rent, if the owner of the land does not choose to appropriate the building or trees after the proper indemnity. The parties shall agree upon the terms of the lease and in case of disagreement, the court shall fix the terms thereof.

[26] Art. 546. Necessary expenses shall be refunded to every possessor; but only the possessor in good faith may retain the thing until he has been reimbursed therefor.

Useful expenses shall be refunded only to the possessor in good faith with the same right of retention, the person who has defeated him in the possession having the option of refunding the amount of the expenses or of paying the increase in value which the thing may have acquired by reason thereof.

[27] *Florentino v. Supervalve, Inc.*, G.R. No. 172384, September 12, 2007, 533 SCRA 156, 171, citing *Lopez v. Sarabia*, 439 SCRA 35, 49 (2004).

[28] No one shall enrich himself at the expense of another.

[29] *Almocera v. Ong*, G.R. No. 170479, February 18, 2008, 546 SCRA 164, 176-177.

[30] *Allied Banking Corporation v. Li, Sio Wan*, G.R. No. 133179, March 27, 2008, 549 SCRA 504, 524, citing *Reyes v. Lim*, 408 SCRA 560 (2003).

[31] SEC. 16. The State shall protect and advance the right of the people to a balanced and healthful ecology in accord with the rhythm and harmony of nature.

[32] SEC. 4. The Congress shall, as soon as possible, determine by law the specific limits of forest lands and

national parks, marking clearly their boundaries on the ground. Thereafter, such forest lands and national parks shall be conserved and may not be increased or diminished, except by law. The Congress shall provide, for such period as it may determine, measures to prohibit logging in endangered forests and watershed areas.

[33] G.R. No. 160993, May 20, 2008. (Citations omitted).

[34] *Chieng v. Santos*, G.R. No. 169647, August 31, 2007, 531 SCRA 730, 748, citing *National Development Company v. Madrigal Wan Hai Lines Corporation*, 458 Phil. 1038, 1055 (2003).

[35] *Heirs of Maura So v. Obliosca*, G.R. No. 147082, January 28, 2008, 542 SCRA 406, 421-422.

**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.