

**MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY,
PETITIONER, VS. SPOUSES EDITO AND MERIAN TIROL AND SPOUSES
ALEJANDRO AND MIRANDA NGO, RESPONDENTS.**

G.R. No. 171535. June 05, 2009

Ponente: PUNO, C.J.

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PUNO, C.J.:

Before the Court is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure seeking to reverse, annul and set aside (i) the May 27, 2005 Decision[1] of the Court of Appeals in CA-G.R. CV No. 72867 entitled "Spouses Edito and Merian Tirol, et al. v. Mactan-Cebu International Airport Authority," and (ii) its February 17, 2006 Resolution[2] denying petitioner's motion for reconsideration.

The instant case finds its genesis in a complaint for quieting of title filed on August 8, 1996 by respondents, Spouses Edito and Merian Tirol and Spouses Alejandro and Miranda Ngo, against petitioner Mactan-Cebu International Airport Authority (MCIAA). The facts were aptly summarized by the Court of Appeals as follows:

The instant appeal revolves around a certain parcel of land, Lot No. 4763-D, over which the parties to the above-entitled case assert ownership and possession.

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Plaintiffs-appellees and business partners, Edito P. Tirol and Alejandro Y. Ngo, along with their respective spouses, claim to have purchased a 2,000 square meter parcel of land, Lot No. 4763-D, from a certain Mrs. Elma S. Jenkins, a Filipino citizen married to a certain Mr. Scott Edward Jenkins, an American citizen, per Deed of Absolute Sale dated September 15, 1993. Plaintiffs-appellees bought the said property on the strength of the apparent clean title of vendor Jenkins as evidenced by the Tax Declaration and Transfer Certificate of Title No. 18216, all under Mrs. Elma Jenkins' name, which bear no annotation of liens, encumbrances, lis pendens or any adverse claim whatsoever. After the sale wherein plaintiffs-appellees were purportedly purchasers for value and in good faith, they succeeded in titling the said lot under their names per Transfer Certificate of Title No. 27044 on September 20, 1993, and further proceeded to pay realty taxes thereon. It was only in January 1996 that plaintiffs-appellees discovered a cloud on their title when their request for a Height Clearance with the Department of Transportation and Communications was referred to the defendant-appellant Mactan[-]Cebu International Airport Authority (MCIAA, for brevity), on account of the latter's ownership of the said lot by way of purchase thereof dating far back to 1958.

At this point, it becomes imperative to trace the chain of ownership over Lot No. 4763-D. It is undisputed that the original owners of said property were the spouses Julian Cuison and Marcosa Cosef, who owned the entire Lot No. 4763, of which Lot No. 4763-D is a portion of (sic). Unfortunately for herein parties, this is where the similarity of facts end (sic), and the instant controversy begins.

According to plaintiffs-appellees: Originally, the entire Lot No. 4763 was decreed in the names of spouses Julian Cuison and Marcosa Cosef under the provisions of the Land Registration Act on June 1, 1934. [In] January 1974, spouses Julian Cuison and Marcosa Cosef sold Lot No. 4763 to Spouses Moises Cuison and

Beatriz Patalinghug. The latter spouses thereafter succeeded to secure the reconstitution of Original Certificate of Title of Lot No. 4763, Opon Cadastre as evidenced by Court Order dated July 3, 1986. Said Court Order subsequently became final and executory, thus a reconstituted title, OCT No. RO-2754, was issued in the name of the original owners-spouses Julian Cuison and Marcosa Cosef. On September 12, 1986, the Deed of Absolute Sale between spouses Julian Cuison/Marcosa Cosef and spouses Moises Cuizon/Beatriz Patalinghug was registered and annotated on OCT No. RO-2754, which was cancelled to give way to the issuance of TCT No. 16735 in the name of spouses Moises Cuizon and Beatriz Patalinghug. Thereafter, the latter sold a portion, denominated as Lot No. 4763-D, to Mrs. Elma Jenkins on December 15, 1987, who[,] as earlier discussed, sold the same lot to herein plaintiffs-appellees on September 15, 1993. Plaintiffs-appellees contend that all throughout the chain of ownership, the titles - albeit from a reconstituted one - of the previous owners were absolutely devoid of any annotations of liens, encumbrances, lis pendens, adverse claim, or anything that may cause a reasonable man of ordinary prudence and diligence to suspect the contrary. Furthermore, plaintiffs-appellees have been in actual, uninterrupted and peaceful possession of the property since 1993, and if the possession of their predecessors-in-interest be tacked, plaintiffs-appellees would be in constructive, uninterrupted and peaceful possession for sixty-two (62) long years as of the date of filing their Complaint for Quieting of Title in the court a quo.

According to the defendant-appellant: On March 23, 1986[3], the original owners, spouses Julian Cuison and Marcosa Cosef sold Lot No. 4763 to the government, through the [then] Civil Aeronautics Administration (CAA, for brevity). In a Certificate dated March 19, 1959, vendor Julian Cuison confirmed that he was the possessor and actual owner of Lot No. 4763 which was located within the "Mactan Alternate International Airport" and that the duplicate copy of the certificate of title was lost or destroyed during the last war without him or his predecessor(s)-in-interest having received a copy thereof. Since then, the government, through defendant-appellant MCIAA, has been in open, continuous, exclusive and adverse possession of the property in the concept of owner. Said lot allegedly became part of the Clear Zone of Runway 22 for purposes of required clearance for take-off and landing. Moreover, defendant-appellant asserts that plaintiffs-appellees are nothing more than trustees of Lot No. 4763-D in favor of defendant-appellant MCIAA, being merely successors-in-interest of the original owners, spouses Julian Cuison and Marcosa Cosef, who undertook in paragraph 4 of the Deed of Absolute Sale, to assist in the reconstitution of title so that the land may be registered in the name of vendee government, through defendant-appellant MCIAA. In paragraph 5 of the same Deed of Absolute Sale, the parties also agreed that the property be registered under Act 3344 pending the reconstitution and issuance of title. Purportedly, in gross and evident bad faith and in open violation of their Deed of Absolute Sale, the spouses Julian Cuison and Marcosa Cosef again sold the same property to spouses Moises Cuizon and Beatriz Patalinghug, who in turn sold the lot to Mrs. Elma Jenkins, who eventually sold the same to herein plaintiffs-appellees. Defendant-appellant MCIAA further imputes bad faith to plaintiffs-appellees under the rationale that because their title came from a reconstituted one and that Lot No. 4763 was within the Clear Zone of Runway 22 of the airport, plaintiffs-appellees should have exerted effort in researching the history of ownership and cannot possibly claim to be innocent of MCIAA's ownership and possession thereof.[4]

In its December 4, 2000 Decision,[5] the trial court ruled in favor of petitioner MCIAA in this wise:

WHEREFORE, premises considered, the Court rules in favor of defendant and thus DISMISSES the complaint of plaintiffs for want of merit.

The Republic of the Philippines, represented by the defendant MCIAA, is adjudged as (sic) the lawful owner of the entire Lot 4763, Opon Cadastre.

The Deed of Absolute Sale involving Lot 4763-D in favor of plaintiffs is hereby declared null and void.

Transfer Certificate of Title No. 27044 for Lot 4763-D under the names of plaintiffs is likewise deemed null and void.

The Register of Deeds is directed to issue to the defendant MCIAA a transfer certificate of title covering the whole Lot 4763.

The counterclaim of defendant, however, is denied for lack of merit.

No pronouncement as to costs.

SO ORDERED.

The trial court held that there was a valid transfer of title from Spouses Julian Cuison and Marcosa Cosef to the Civil Aeronautics Administration (CAA), and accordingly, the respondents did not buy Lot No. 4763-D from a person who could validly dispose of it. It likewise ruled that the government (through the CAA, and now respondent MCIAA) has been in possession of the disputed land since it bought the same in 1958, when a public deed of absolute sale was executed in its favor. Lastly, respondents were considered as having bought Lot No. 4763-D in bad faith since they ignored circumstances that should have made them curious enough to investigate beyond the four corners of the Transfer Certificate of Title. In the trial court's view, the facts that Lot No. 4763-D (i) is only about 320 meters from the center of the runway and therefore part of the clear zone and (ii) has been vacant for several decades should have alerted the respondents to the possibility that the lot could be part of the airport complex and therefore owned by petitioner.

Respondents filed their Motion for Reconsideration[6] on January 23, 2001, and a Supplemental (sic) to Motion for Reconsideration[7] on May 17, 2001. Petitioner duly filed its Opposition[8] to the said Motions on April 10, 2001 and June 13, 2001, respectively.

In an Order[9] dated August 9, 2001, the trial court did a complete volte face and reversed its Decision. Holding that Article 1544[10] of the New Civil Code - which set forth the rule on double sales - finds application to the instant case, the trial court ratiocinated:

In the words of the Supreme Court in Cruz vs. Cabana, this Court finds that in the case of [a] double sale of real property[,] Article 1544 of the New Civil Code applies. Defendant was certainly the first buyer and the plaintiffs [were] the subsequent buyers, to be exact fourth (sic).

But who among the parties herein has a better right to Lot No. 4763-D? To answer this question, it is necessary to determine first the issue [of] whether or not the plaintiffs were buyers in good faith.

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The Court is not convinced that indeed the plaintiffs were buyers in bad faith. xxx The registration of the deed of absolute sale by the defendant at the Registry of Deeds under Act No. 3344 sometime in 1959 is not the registration being contemplated under the law. "Registration under Act No. 3344 differs materially from registration under the Spanish Mortgage Law and under the Land Registration Act. In the Spanish Mortgage Law[,] there is [an] express provision (Article 17) to the effect that titles recorded thereunder cannot be annulled or invalidated by prior unrecorded rights, while the Land Registration Act (No. 496) contains a special disposition that only transactions noted on the certificate of title and entered in the registry books can bind the land. On the other hand, transactions registered under Act No. 3344 cannot defeat a third person with a better right. Of course[,] the law does not define exactly what may be considered a better right, leaving the matter of its construction to the courts. The main reason for the difference in the operation of Act No. 3344 compared with the other systems of registration lies obviously in the fact that recordings under said Act No. 3344 are not preceded by any investigation, judicial or administrative, as to the validity or efficacy of the title sought to be recorded." It is undisputed that Lot No. 4763 was a registered land, only that at the time of registering defendant's document of sale there was no copy of the certificate of title because the same was not available due to the after effect of the last global war.

Hence, the Court agrees with the plaintiffs when they contended that "even at the time when OCT No. RO-2754 was issued[,] there was no document allegedly proving its (defendant) ownership being annotated on the certificate of title." At the time when Transfer Certificates of Title Nos. 16735, 18216 and 27044 were issued to the plaintiffs and their predecessors-in-interest, there were no annotations of the alleged claim of the defendant. Thus, the plaintiffs have all the good reasons to rely on the validity of the titles. xxx

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xxx The fact that Lot No. 4763-D was within 320 meters from the center of the runway and within airport premises, was part of the clear zone, and had long been vacant are not enough warning to third persons dealing [with] such land. It was undisputed that the lot in controversy is outside the perimeter fence of the defendant. The fact that the said lot was part of the clear zone is not sufficient justification to warn the plaintiffs in (sic) buying it. Such fact was merely for the purpose of construction of buildings, not for realty ownership.[11] (italics in the original)

Aggrieved, petitioner then appealed to the Court of Appeals which rendered a Decision[12] on May 27, 2005, the dispositive portion of which states:

WHEREFORE, premises considered, the appeal is hereby DENIED. Accordingly, the assailed Order dated August 9, 2001 is AFFIRMED.

SO ORDERED.

On June 21, 2005, petitioner seasonably moved for its reconsideration but the Court of Appeals denied the same in its February 17, 2006 Resolution.[13]

Hence this appeal under Rule 45 of the 1997 Rules of Civil Procedure, where petitioner argues that:

THE COURT OF APPEALS COMMITTED A SERIOUS ERROR OF LAW WHEN IT AFFIRMED THE AUGUST 9, 2001 ORDER OF THE TRIAL COURT EVEN IF THE SAME IS NOT SUPPORTED BY THE EVIDENCE ON RECORD.[14]

Simply stated, the issue may be synthesized as follows: Between respondents Spouses Tirol and Spouses Ngo, on the one hand, and petitioner MCIAA, on the other, who has the superior right to the subject property?

We rule in favor of the respondents, but on grounds different than those relied upon by the Court of Appeals and the trial court.

Preliminarily, reliance on Article 1544 of the New Civil Code is misplaced. In *Cheng v. Genato, et al.*,[15] we enumerated the requisites that must concur for Article 1544 to apply, viz.:

(a)

The two (or more) sales transactions must constitute valid sales;

(b)

The two (or more) sales transactions must pertain to exactly the same subject matter;

(c)

The two (or more) buyers at odds over the rightful ownership of the subject matter must each represent conflicting interests; and

(d)

The two (or more) buyers at odds over the rightful ownership of the subject matter must each have bought from

the very same seller.

Obviously, said provision has no application in cases where the sales involved were initiated not by just one vendor but by several successive vendors.[16] In the instant case, respondents and petitioner had acquired the subject property from different transferors. Petitioner, through its predecessor-in-interest (CAA), acquired the entire Lot No. 4763 from its original owners, spouses Julian Cuison and Marcosa Cosef, on March 23, 1958. On the other hand, respondents acquired the subject parcel of land, a portion of Lot No. 4763, from Mrs. Elma Jenkins, another transferee, some thirty-five years later. The immediate transferors of Elma Jenkins were the spouses Moises Cuizon and Beatriz Patalinghug who, in turn, obtained the subject property from spouses Julian Cuison and Marcosa Cosef. Therefore, the instant controversy cannot be governed by Article 1544 since petitioner and respondents do not have the same immediate seller.

This notwithstanding, we find that respondents have a better right to Lot No. 4763-D.

Petitioner does not contest that Lot No. 4763, of which the property subject of this case is a part, was registered under Act No. 496 (the Land Registration Act) even before the Second World War. Paragraph 4 of the Deed of Absolute Sale[17] between petitioner and Spouses Julian Cuison and Marcosa Cosef stipulates, in relevant part:

That since the Original/Transfer Certificate of Title of the aforementioned property has been lost and/or destroyed, or since the said lot is covered by Cadastral Case No. 20 and a decree issued on July 29, 1930, xxx the VENDEE hereby binds itself to reconstitute said title at its own expense and that the VENDOR, his heirs, successors and assigns bind themselves to help in the reconstitution of title so that the said lot may be registered in the name of the VENDEE in accordance with law. (*italics supplied*)

Additionally, in his Certification[18] dated March 19, 1959, Julian Cuison stated that "the duplicate copy of the certificate of title for [Lot No. 4763] was lost or destroyed during the last war without having been received by [him] or [his] predecessor-in-interest."

In this regard, well-settled is the rule that registration of instruments must be done in the proper registry in order to effect and bind the land.[19] Prior to the Property Registration Decree of 1978, Act No. 496 (or the Land Registration Act) governed the recording of transactions involving registered land, i.e., land with a Torrens title. On the other hand, Act No. 3344, as amended, provided for the system of recording of transactions over unregistered real estate without prejudice to a third party with a better right.[20] Accordingly, if a parcel of land covered by a Torrens title is sold, but the sale is registered under Act No. 3344 and not under the Land Registration Act, the sale is not considered registered[21] and the registration of the deed does not operate as constructive notice to the whole world.[22]

Consequently, the fact that petitioner MCIAA was able to register its Deed of Absolute Sale under Act No. 3344 is of no moment, as the property subject of the sale is indisputably registered land. Section 50 of Act No. 496 in fact categorically states that it is the act of registration that shall operate to convey and affect the land; absent any such registration, the instrument executed by the parties remains only as a contract between them and as evidence of authority to the clerk or register of deeds to make registration, viz.:

SECTION 50. An owner of registered land may convey, mortgage, lease, charge, or otherwise deal with the same as fully as if it had not been registered. He may use forms of deeds, mortgages, leases, or other voluntary instruments like those now in use and sufficient in law for the purpose intended. But no deed, mortgage, lease, or other voluntary instrument, except a will, purporting to convey or affect registered land, shall take effect as a conveyance or bind the land, but shall operate only as a contract between the parties and as evidence of authority to the clerk or register of deeds to make registration. The act of registration shall be the operative act to convey and affect the land, and in all cases under this Act the registration shall be made in the office of register of deeds for the province or provinces or city where the land lies. (*italics supplied*)

Hence, respondents may not be characterized as buyers in bad faith for having bought the property notwithstanding the registration of the first Deed of Absolute Sale under Act No. 3344. An improper registration is no registration at all. Likewise, a sale that is not correctly registered is binding only between the seller and the buyer, but it does not affect innocent third persons.[23]

Petitioner, however, is of the impression that registration under Act No. 3344 is permissible because the duplicate copy of the certificate of title covering Lot No. 4763-D had been lost or destroyed. This argument does not persuade. Our pronouncement in *Amodia Vda. de Melencion, et al. v. Court of Appeals, et al.*[24] is apropos:

In the case at bench, it is uncontroverted that the subject property was under the operation of the Torrens System even before the respective conveyances to AZNAR and Go Kim Chuan were made. AZNAR knew of this, and admits this as fact. Yet, despite this knowledge, AZNAR registered the sale in its favor under Act 3344 on the contention that at the time of sale, there was no title on file. We are not persuaded by such a lame excuse.

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In this case, since the Extra-Judicial Partition of Real Estate with Deed of Absolute Sale in favor of AZNAR was registered under Act No. 3344 and not under Act No. 496, the said document is deemed not registered. Rather, it was the sale in favor of Go Kim Chuan which was registered under Act No. 496.

AZNAR insists that since there was no Torrens title on file in 1964, insofar as the vendors, AZNAR, and the Register of Deeds are concerned, the subject property was unregistered at the time. The contention is untenable. The fact that the certificate of title over the registered land is lost does not convert it into unregistered land. After all, a certificate of title is merely an evidence of ownership or title over the particular property described therein. This Court agrees with the petitioners that AZNAR should have availed itself of the legal remedy of reconstitution of the lost certificate of title, instead of registration under Act 3344. We note that in *Aznar Brothers Realty Company v. Aying, AZNAR*, beset with the similar problem of a lost certificate of title over a registered land, sought the reconstitution thereof. It is unfortunate that, in the instant case, despite the sale of the subject property way back in 1964 and the existence of the remedy of reconstitution at that time, AZNAR opted to register the same under the improper registry (Act 3344) and allowed such status to lie undisturbed.[25] (*italics supplied*)

In the instant case, petitioner MCIAA did not bother to have the lost title covering Lot No. 4763-D reconstituted at any time, notwithstanding the fact that the Deed of Absolute Sale was executed in 1958, or more than fifty years ago. *Vigilantibus, non dormientibus, jura subveniunt*. Laws must come to the assistance of the vigilant, not of the sleepy.[26] As a matter of fact, this entire controversy may very well have been avoided had it not been for petitioner's negligence.

Furthermore, under the established principles of land registration, a person dealing with registered land may generally rely on the correctness of a certificate of title and the law will in no way oblige him to go beyond it to determine the legal status of the property,[27] except when the party concerned has actual knowledge of facts and circumstances that would impel a reasonably cautious man to make such inquiry.[28] Applying this standard to the facts of this case, we rule that respondents exercised the required diligence in ascertaining the legal condition of the title to the subject property as to be considered innocent purchasers for value and in good faith. We quote with favor the factual findings of the Court of Appeals in this respect:

Defendant-appellant MCIAA also asseverates that the close proximity of the property to the runway of the airport (320 meters from the center line of the runway) and the fact that it has been vacant for a considerable period should have caused [plaintiffs-appellees] to be dubious of the title of the previous owners thereof. This was, in Our opinion, satisfactorily explained by plaintiffs-appellees when witness Mr. Edito Tirol testified in open court that he never thought it strange that the land had always been vacant, and that besides, there were

private houses beside the vacant lot, suggesting that the property must be of private ownership and not that of the airport. Furthermore, he testified that he undertook great care in verifying the clean title of the said land, [e.g.,] deputizing an employee to do the necessary research, personally copying pertinent documents registered in the Registry of Property and even consulting legal advice on the matter. These, for Us, are badges of good faith. Besides, being allegedly part of the Clear Zone, ATO aviation rules proscribe merely the installation of buildings and other physical structures, except landing facilities. Aviation rules (which, although repeatedly invoked, interestingly were not presented before the court by defendant-appellant MCIAA) do not prohibit realty ownership.[29]

IN VIEW WHEREOF, the Petition is hereby DENIED. The May 27, 2005 Decision and the February 17, 2006 Resolution of the Court of Appeals are AFFIRMED.

SO ORDERED.

Carpio, Corona, Leonardo-De Castro, and Bersamin, JJ., concur.

[1] Rollo, pp. 7-16.

[2] Id. at 18.

[3] This should be March 23, 1958.

[4] Rollo, pp. 7-10.

[5] Records, pp. 222-230.

[6] Id. at 232-234.

[7] Id. at 245-252.

[8] Id. at 238-241, 258-274.

[9] Id. at 282-287.

[10] This provision provides:

If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be movable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith.

[11] Records, pp. 284-286.

[12] Supra note 1 at 16.

[13] Rollo, p. 18.

[14] Id. at 10.

[15] 360 Phil. 891, 909 (1998).

[16] See also Spouses Ong, et al. v. Spouses Olasiman, G.R. No. 162045, March 28, 2006, 485 SCRA 464.

[17] Records, pp. 162-165.

[18] Id.at 166.

[19] Soriano, et al. v. The Heirs of Domingo Magali, G.R. No. L-15133, July 31, 1953, 8 SCRA 489, 494-495; Spouses Abrigo v. De Vera, G.R. No. 154409, June 21, 2004, 432 SCRA 544, 552; Aznar Brothers Realty Company v. Aying, et al., G.R. No. 144773, May 16, 2005, 458 SCRA 496, 511.

[20] Radiowealth Finance Co. v. Palileo, G.R. No. 83432, May 20, 1991, 197 SCRA 245, 249.

[21] Amodia Vda. de Melencion, et al. v. Court of Appeals, et al., G.R. No. 148846, September 25, 2007, 534 SCRA 62, 79 citing Spouses Abrigo v. De Vera, supra note 19.

[22] Republic of the Philippines v. Heirs of Francisca Dignos-Sorono, G.R. No. 171571, March 24, 2008, 549 SCRA 58, 63, 67.

[23] Revilla, et al. v. Galindez, 107 Phil. 480, 484 (1960).

[24] Supra note 21.

[25] Id.at 79-80.

[26] Claverias v. Quingco, G.R. No. 77744, March 6, 1992, 207 SCRA 66, 84.

[27] Naawan Community Rural Bank, Inc. v. Court of Appeals, et al., 443 Phil. 56, 59 (2003).

[28] Id. at 65-66.

[29] Rollo, p. 14.

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