

SPS. RAMON LEQUIN AND VIRGINIA LEQUIN, PETITIONERS, VS. SPS. RAYMUNDO VIZCONDE AND SALOME LEQUIN VIZCONDE, RESPONDENTS.

G.R. No. 177710. October 12, 2009

Ponente: VELASCO JR., J.

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VELASCO JR., J.:

The Case

This is an appeal under Rule 45 from the Decision[1] dated July 20, 2006 of the Court of Appeals (CA) in CA-G.R. CV No. 83595, which declared the Kasulatan ng Bilihang Tuluyan ng Lupa[2] (Kasulatan) valid as between the parties, but required respondents to return the amount of PhP 50,000 to petitioners. Also assailed is the March 30, 2007 CA Resolution[3] denying petitioners' motion for reconsideration.

The Facts

Petitioner Ramon Lequin, husband of petitioner Virginia Lequin, is the brother of respondent Salome L. Vizconde and brother-in-law of respondent Raymundo Vizconde. With this consanguine and affinity relation, the instant case developed as follows:

In 1995, petitioners, residents of Diamond Court, Brixton Ville Subdivision, Camarin, Caloocan City, bought the subject lot consisting of 10,115 square meters from one Carlito de Leon (de Leon). The sale was negotiated by respondent Raymundo Vizconde. The subject lot is located near the Sto. Rosario to Magsaysay road in Aliaga, Nueva Ecija. Adjacent thereto and located in between the subject lot and the road is a dried up canal (or sapang patay in the native language).

In 1997, respondents represented to petitioners that they had also bought from Carlito de Leon a 1,012-square meter lot adjacent to petitioners' property and built a house thereon. As later confirmed by de Leon, however, the 1,012-square meter lot claimed by respondents is part of the 10,115-square meter lot petitioners bought from him. Petitioners believed the story of respondents, since it was Raymundo who negotiated the sale of their lot with de Leon. With the consent of respondents, petitioners then constructed their house on the 500-square meter half-portion of the 1,012 square-meter lot claimed by respondents, as this was near the road. Respondents' residence is on the remaining 512 square meters of the lot.

Given this situation where petitioners' house stood on a portion of the lot allegedly owned by respondents, petitioners consulted a lawyer, who advised them that the 1,012-square meter lot be segregated from the subject lot whose title they own and to make it appear that they are selling to respondents 512 square meters thereof. This sale was embodied in the February 12, 2000 Kasulatan where it was made to appear that respondents paid PhP 15,000 for the purchase of the 512-square meter portion of the subject lot. In reality, the consideration of PhP 15,000 was not paid to petitioners. Actually, it was petitioners who paid respondents PhP 50,000 for the

500-square meter portion where petitioners built their house on, believing respondents' representation that the latter own the 1,012-square meter lot.

In July 2000, petitioners tried to develop the dried up canal located between their 500-square meter lot and the public road. Respondents objected, claiming ownership of said dried up canal or sapang patay.

This prompted petitioners to look into the ownership of the dried up canal and the 1,012 square-meter lot claimed by respondents. Carlito de Leon told petitioners that what he had sold to respondents was the dried up canal or sapang patay and that the 1,012-square meter lot claimed by respondents really belongs to petitioners.

Thus, on July 13, 2001, petitioners filed a Complaint[4] for Declaration of Nullity of Contract, Sum of Money and Damages against respondents with the Regional Trial Court (RTC), Branch 28 in Cabanatuan City, praying, among others, for the declaration of the February 12, 2000 Kasulatan as null and void ab initio, the return of PhP 50,000 they paid to respondents, and various damages. The case was docketed as Civil Case No. 4063.

The Ruling of the RTC

On July 5, 2004, after due trial on the merits with petitioners presenting three witnesses and respondents only one witness, the trial court rendered a Decision[5] in favor of petitioners. The decretal portion reads:

WHEREFORE, viewed from the foregoing, judgment is hereby rendered in favor of the plaintiffs and against the defendants as follows:

- Declaring the KASULATAN NG TULUYANG BILIHAN dated February 12, 2000 as NULL and VOID;
and

- Ordering the defendants:

(a) to return to the plaintiffs the amount of FIFTY THOUSAND PESOS which they have paid in the simulated deed of sale plus an interest of 12% per annum to commence from the date of the filing of this case;

(b) To pay the plaintiffs moral damages in the amount of Php50,000.00;

(c) To pay exemplary damages of Php50,000.00;

(d) To pay attorney's fees in the amount of Php10,000.00; and

(e) To pay the costs of suit.

SO ORDERED.[6]

The RTC found the Kasulatan allegedly conveying 512 square meters to respondents to be null and void due to: (1) the vitiated consent of petitioners in the execution of the simulated contract of sale; and (2) lack of consideration, since it was shown that while petitioners were ostensibly conveying to respondents 512 square meters of their property, yet the consideration of PhP 15,000 was not paid to them and, in fact, they were the ones who paid respondents PhP 50,000. The RTC held that respondents were guilty of fraudulent misrepresentation.

Aggrieved, respondents appealed the above RTC Decision to the CA.

The Ruling of the CA

The appellate court viewed the case otherwise. On July 20, 2006, it rendered the assailed Decision granting respondents' appeal and declaring as valid the Kasulatan. The fallo reads:

WHEREFORE, premises considered, the Appeal is GRANTED. The Kasulatan ng Bilihang Tuluyan dated February 12, 2000 is declared valid. However, Spouses Raymundo Vizconde and Salome Lequin Vizconde are

hereby ordered to return to the plaintiffs the amount of P50,000.00 without interest.

SO ORDERED.[7]

In reversing and vacating the RTC Decision, the CA found no simulation in the contract of sale, i.e., Kasulatan. Relying on *Manila Banking Corporation v. Silverio*,^[8] the appellate court pointed out that an absolutely simulated contract takes place when the parties do not intend at all to be bound by it, and that it is characterized by the fact that the apparent contract is not really desired or intended to produce legal effects or in any way alter the juridical situation of the parties. It read the sale contract (Kasulatan) as clear and unambiguous, for respondents (spouses Vizconde) were the buyers and petitioners (spouses Lequin) were the sellers. Such being the case, petitioners are, to the CA, the owners of the 1,012-square meter lot, and as owners they conveyed the 512-square meter portion to respondents.

The CA viewed petitioners' claim that they executed the sale contract to make it appear that respondents bought the property as mere gratuitous allegation. Besides, the sale contract was duly notarized with respondents claiming the 512-square meter portion they bought from petitioners and not the whole 1,012-square meter lot as alleged by petitioners.

Moreover, the CA dismissed allegations of fraud and machinations against respondents to induce petitioners to execute the sale contract, there being no evidence to show how petitioners were defrauded and much less the machinations used by respondents. It ratiocinated that the allegation of respondents telling petitioners that they own the 1,012-square meter lot and for which petitioners sold them 512 square meters thereof does not fall in the concept of fraud. Anent the PhP 50,000 petitioners paid to respondents for the 500-square meter portion of the 1,012-square meter lot claimed by respondents, the CA ruled that the receipt spoke for itself and, thus, required respondents to return the amount to petitioners.

On March 30, 2007, the CA denied petitioners' Motion for Reconsideration of the above decision through the assailed resolution. Hence, petitioners went to this Court.

The Issues

I

THE HONORABLE COURT OF APPEALS, WITH ALL DUE RESPECT, ERRED IN NOT CLEARLY STATING IN THE ASSAILED DECISION AND RESOLUTION THE FACTS AND LAW ON WHICH THE SAME WERE BASED;

II

THE HONORABLE COURT OF APPEALS, WITH ALL DUE RESPECT, ERRED IN NOT GIVING DUE CREDENCE TO THE FINDINGS OF FACTS OF THE TRIAL COURT AND HOW THE LATTER APPRECIATED THE TESTIMONIES GIVEN BY THE WITNESSES;

III

THE HONORABLE COURT OF APPEALS, WITH ALL DUE RESPECT, ERRED IN FINDING THAT THERE WAS NO FRAUD ON THE PART OF THE RESPONDENT-VIZCONDES;

IV

THE HONORABLE COURT OF APPEALS, WITH ALL DUE RESPECT, ERRED IN CONSIDERING THAT THE KASULATAN NG BILIHANG TULUYAN IS A VALID CONTRACT OF SALE;

V

THE HONORABLE COURT OF APPEALS, WITH ALL DUE RESPECT, ERRED IN NOT CONSIDERING THAT THE RESPONDENTS DID NOT HAVE THE FINANCIAL CAPACITY TO PURCHASE THE SUBJECT LAND FROM THE PETITIONERS.[9]

The Court's Ruling

The petition is meritorious.

The issues boil down to two core questions: whether or not the Kasulatan covering the 512 square-meter lot is a valid contract of sale; and who is the legal owner of the other 500 square-meter lot.

We find for petitioners.

The trial court found, inter alia, lack of consideration in the contract of sale while the appellate court, in reversing the decision of the trial court, merely ruled that the contract of sale is not simulated. With the contrary rulings of the courts a quo, the Court is impelled to review the records to judiciously resolve the petition.

It is true that this Court is not a trier of facts, but there are recognized exceptions to this general rule, such as when the appellate court had ignored, misunderstood, or misinterpreted cogent facts and circumstances which, if considered, would change the outcome of the case; or when its findings were totally devoid of support; or when its judgment was based on a misapprehension of facts.[10]

As may be noted, the CA, without going into details, ruled that the contract of sale was not simulated, as it was duly notarized, and it clearly showed petitioners as sellers, and respondents as buyers, of the 512-square meter lot, subject matter of the sale. But the CA misappreciated the evidence duly adduced during the trial on the merits.

As established during the trial, petitioners bought the entire subject property consisting of 10,115 square meters from Carlito de Leon. The title of the subject property was duly transferred to petitioners' names. Respondents, on the other hand, bought the dried up canal consisting of 1,012 square meters from de Leon. This dried up canal is adjacent to the subject property of petitioners and is the lot or area between the subject property and the public road (Sto. Rosario to Magsaysay).

The affidavit or Sinumpaang Salaysay[11] of de Leon attests to the foregoing facts. Moreover, de Leon's testimony in court confirmed and established such facts. These were neither controverted nor assailed by respondents who did not present any countervailing evidence.

Before this factual clarification was had, respondents, however, made a claim against petitioners in 1997--when subject lot was re-surveyed by petitioners--that respondents also bought a 1,012 square-meter lot from de Leon. Undeniably, the 1,012 square meters was a portion of the 10,115 square meters which de Leon sold to petitioners.

Obviously, petitioners respected respondents' claim--if not, to maintain peace and harmonious relations--and segregated the claimed portion. Whether bad faith or ill-will was involved or an honest erroneous belief by respondents on their claim, the records do not show. The situation was further complicated by the fact that both parties built their respective houses on the 1,012 square-meter portion claimed by respondents, it being situated near the public road.

To resolve the impasse on respondents' claim over 1,012 square meters of petitioners' property and the latter's house built thereon, and to iron out their supposed respective rights, petitioners consulted a notary public, who advised and proposed the solution of a contract of sale which both parties consented to and is now the object of the instant action. Thus, the contract of sale was executed on February 12, 2000 with petitioners, being the title holders of the subject property who were ostensibly selling to respondents 512 square meters of the subject

property while at the same time paying PhP 50,000 to respondents for the other 500 square-meter portion.

From the above considerations, we conclude that the appellate court's finding that there was no fraud or fraudulent machinations employed by respondents on petitioners is bereft of factual evidentiary support. We sustain petitioners' contention that respondents employed fraud and machinations to induce them to enter into the contract of sale. As such, the CA's finding of fact must give way to the finding of the trial court that the Kasulatan has to be annulled for vitiated consent.

Anent the first main issue as to whether the Kasulatan over the 512-square meter lot is voidable for vitiated consent, the answer is in the affirmative.

A contract, as defined in the Civil Code, is a meeting of minds, with respect to the other, to give something or to render some service.[12] For a contract to be valid, it must have three essential elements: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established.

The requisites of consent are (1) it should be intelligent or with an exact notion of the matter to which it refers; (2) it should be free; and (3) it should be spontaneous. In *De Jesus v. Intermediate Appellate Court*,[13] it was explained that intelligence in consent is vitiated by error, freedom by violence, intimidation or undue influence, and spontaneity by fraud.

Article (Art.) 1330 of the Civil Code provides that when consent is given through fraud, the contract is voidable.

Tolentino defines fraud as "every kind of deception whether in the form of insidious machinations, manipulations, concealments or misrepresentations, for the purpose of leading another party into error and thus execute a particular act." [14] Fraud has a "determining influence" on the consent of the prejudiced party, as he is misled by a false appearance of facts, thereby producing error on his part in deciding whether or not to agree to the offer.

One form of fraud is misrepresentation through insidious words or machinations. Under Art. 1338 of the Civil Code, there is fraud when, through insidious words or machinations of one of the contracting parties, the other is induced to enter into a contract which without them he would not have agreed to. Insidious words or machinations constituting deceit are those that ensnare, entrap, trick, or mislead the other party who was induced to give consent which he or she would not otherwise have given.

Deceit is also present when one party, by means of concealing or omitting to state material facts, with intent to deceive, obtains consent of the other party without which, consent could not have been given. Art. 1339 of the Civil Code is explicit that failure to disclose facts when there is a duty to reveal them, as when the parties are bound by confidential relations, constitutes fraud.

From the factual milieu, it is clear that actual fraud is present in this case. The sale between petitioners and de Leon over the 10,115 square-meter lot was negotiated by respondent Raymundo Vizconde. As such, Raymundo was fully aware that what petitioners bought was the entire 10,115 square meters and that the 1,012-square meter lot which he claims he also bought from de Leon actually forms part of petitioners' lot. It cannot be denied by respondents that the lot which they actually bought, based on the unrebutted testimony and statement of de Leon, is the dried up canal which is adjacent to petitioners' 10,115-square meter lot. Considering these factors, it is clear as day that there was deception on the part of Raymundo when he misrepresented to petitioners that the 1,012-square meter lot he bought from de Leon is a separate and distinct lot from the 10,115-square meter lot the petitioners bought from de Leon. Raymundo concealed such material fact from petitioners, who were convinced to sign the sale instrument in question and, worse, even pay PhP 50,000 for the 500 square-meter lot which petitioners actually own in the first place.

There was vitiated consent on the part of petitioners. There was fraud in the execution of the contract used on petitioners which affected their consent. Petitioners' reliance and belief on the wrongful claim by respondents operated as a concealment of a material fact in their agreeing to and in readily executing the contract of sale, as advised and proposed by a notary public. Believing that Carlito de Leon indeed sold a 1,012-square meter portion of the subject property to respondents, petitioners signed the contract of sale based on respondents' representations. Had petitioners known, as they eventually would sometime in late 2000 or early 2001 when they made the necessary inquiry from Carlito de Leon, they would not have entered or signed the contract of sale, much less pay PhP 50,000 for a portion of the subject lot which they fully own. Thus, petitioners' consent was vitiated by fraud or fraudulent machinations of Raymundo. In the eyes of the law, petitioners are the rightful and legal owners of the subject 512 square-meter lot anchored on their purchase thereof from de Leon. This right must be upheld and protected.

On the issue of lack of consideration, the contract of sale or Kasulatan states that respondents paid petitioners PhP 15,000 for the 512-square meter portion, thus:

Na kaming magasawang Ramon Lequin at Virginia R. Lequin, nawang may sapat na gulang, pilipino at nakatira sa 9 Diamond Court, Brixton Ville Subdivision, Camarin, Kalookan City, alang-alang sa halagang LABINGLIMANG LIBONG PISO (P 15,000.00) salaping pilipino na binayaran sa amin ng buong kasiyahang loob namin ng magasawang Raymundo Vizconde at Salome Lequin, nawang may sapat na gulang, pilipino at nakatira sa Sto. Rosario, Aliaga, Nueva Ecija, ay amin naman ngayon inilipat, ibinigay at ipinagbili ng bilingang tuluyan sa naulit na magasawang Raymundo Vizconde at Salome Lequin, at sa kanilang mga tagapagmana ang x x x.[15]

On its face, the above contract of sale appears to be supported by a valuable consideration. We, however, agree with the trial court's finding that this is a simulated sale and unsupported by any consideration, for respondents never paid the PhP 15,000 purported purchase price.

Section 9 of Rule 130 of the Revised Rules on Evidence gives both the general rule and exception as regards written agreements, thus:

SEC. 9. Evidence of written agreements.--When the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement.

However, a party may present evidence to modify, explain or add to the terms of the written agreement if he puts in issue in his pleading:

- (a) An intrinsic ambiguity, mistake or imperfection in written agreement;
- (b) The failure of the written agreement to express the true intent and agreement of the parties thereto;
- (c) The validity of the written agreement; or
- (d) The existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement.

The term "agreement" includes wills.

The second exception provided for the acceptance of parol evidence applies to the instant case. Lack of consideration was proved by petitioners' evidence aliunde showing that the Kasulatan did not express the true intent and agreement of the parties. As explained above, said sale contract was fraudulently entered into through the misrepresentations of respondents causing petitioners' vitiated consent.

Moreover, the evidence of petitioners was uncontroverted as respondents failed to adduce any proof that they indeed paid PhP 15,000 to petitioners. Indeed, having asserted their purchase of the 512-square meter portion of

petitioners based on the Kasulatan, it behooves upon respondents to prove such affirmative defense of purchase. Unless the party asserting the affirmative defense of an issue sustains the burden of proof, his or her cause will not succeed. If he or she fails to establish the facts of which the matter asserted is predicated, the complainant is entitled to a verdict or decision in his or her favor.[16]

In the instant case, the record is bereft of any proof of payment by respondents and, thus, their affirmative defense of the purported purchase of the 512-square meter portion fails. Thus, the clear finding of the trial court:

2. x x x [I]t was established by the plaintiffs [petitioners] that they were the ones who paid the defendants the amount of FIFTY THOUSAND PESOS (Php50,000.00) and execute a deed of sale also in favor of the defendants. In a simple logic, where can you find a contract that a VENDOR will convey his real property and at the same time pay the VENDEE a certain amount of money without receiving anything in return?[17]

There can be no doubt that the contract of sale or Kasulatan lacked the essential element of consideration. It is a well-entrenched rule that where the deed of sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void ab initio for lack of consideration.[18] Moreover, Art. 1471 of the Civil Code, which provides that "if the price is simulated, the sale is void," also applies to the instant case, since the price purportedly paid as indicated in the contract of sale was simulated for no payment was actually made.[19]

Consideration and consent are essential elements in a contract of sale. Where a party's consent to a contract of sale is vitiated or where there is lack of consideration due to a simulated price, the contract is null and void ab initio.

Anent the second issue, the PhP 50,000 paid by petitioners to respondents as consideration for the transfer of the 500-square meter lot to petitioners must be restored to the latter. Otherwise, an unjust enrichment situation ensues. The facts clearly show that the 500-square meter lot is legally owned by petitioners as shown by the testimony of de Leon; therefore, they have no legal obligation to pay PhP 50,000 therefor. Art. 22 of the Civil Code provides that "every person who through an act or 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." Considering that the 512 square-meter lot on which respondents' house is located is clearly owned by petitioners, then the Court declares petitioners' legal ownership over said 512 square-meter lot. The amount of PhP 50,000 should only earn interest at the legal rate of 6% per annum from the date of filing of complaint up to finality of judgment and not 12% since such payment is neither a loan nor a forbearance of credit.[20] After finality of decision, the amount of PhP 50,000 shall earn interest of 12% per annum until fully paid.

The award of moral and exemplary damages must be reinstated in view of the fraud or fraudulent machinations employed by respondents on petitioners. The grant of damages in the concept of attorney's fees in the amount of PhP 10,000 must be maintained considering that petitioners have to incur litigation expenses to protect their interest in conformity to Art. 2208(2)[21] of the Civil Code.

Considering that respondents have built their house over the 512-square meter portion legally owned by petitioners, we leave it to the latter what course of action they intend to pursue in relation thereto. Such is not an issue in this petition.

WHEREFORE, the instant petition is hereby GRANTED. Accordingly, the CA Decision dated July 20, 2006 and Resolution dated March 30, 2007 in CA-G.R. CV No. 83595 are hereby REVERSED and SET ASIDE. The Decision of the RTC, Branch 28 in Cabanatuan City in Civil Case No. 4063 is REINSTATED with the MODIFICATION that the amount of fifty thousand pesos (PhP 50,000) which respondents must return to petitioners shall earn an interest of 6% per annum from the date of filing of the complaint up to the finality of this Decision, and 12% from the date of finality of this Decision until fully paid.

No pronouncement as to costs.

SO ORDERED.

Carpio, (Chairperson), Chico-Nazario, Nachura, and Peralta, JJ., concur.

[1] Rollo, pp. 55-63. Penned by Associate Justice Eliezer R. Delos Santos and concurred in by Associate Justices Fernanda Lampas Peralta and Myrna Dimaranan Vidal.

[2] Id. at 88.

[3] Id. at 65.

[4] Id. at 90-95.

[5] Id. at 97-104. Penned by Presiding Judge Tomas B. Talavera.

[6] Id. at 104.

[7] Id. at 62.

[8] G.R. No. 132887, August 11, 2005, 466 SCRA 438.

[9] Rollo, p. 25-26.

[10] Delos Santos v. Court of Appeals, G.R. No. 169498, December 11, 2008; citing Emco Plywood Corporation v. Abelgas, G.R. No. 148532, April 14, 2004, 427 SCRA 496, 515.

[11] Rollo, p. 118.

[12] CIVIL CODE, Art. 1305.

[13] G.R. No. 72282, July 24, 1989, 175 SCRA 559.

[14] 4 Tolentino, CIVIL CODE OF THE PHILIPPINES 475.

[15] Translated as follows:

We, spouses Ramon Lequin and Virginia R. Lequin, of legal age, Filipino and residents of Diamond Court, Brixton Ville Subdivision, Camarin, Kalookan City, for and in consideration of FIFTEEN THOUSAND PESOS (P 15,000.00), Philippine currency, paid to us wholeheartedly by the spouses Raymundo Vizconde and Salome Lequin, of legal age, Filipino and residents of Sto. Rosario, Aliaga, Nueva Ecija, we transfer, cede and sell absolutely to said spouses Raymundo Vizconde and Salome Lequin and to their successors-in-interest the x x x.

[16] U-Bix Corporation v. Bandiola, G.R. No. 157168, June 26, 2007, 525 SCRA 566, 581; citing Aznar Brothers Realty Company v. Aying, G.R. No. 144773, May 16, 2005, 458 SCRA 496, 512.

[17] Rollo, p. 103.

[18] Montecillo v. Reynes, G.R. No. 138018, July 26, 2002, 385 SCRA 244, 256; citing Ocejo Perez & Co. v. Flores, 40 Phil. 921 (1920); as reiterated in Mapalo v. Mapalo, Nos. L-21489 & L-21628, May 19, 1966, 17 SCRA 114.

[19] See Vda. De Catindig v. Heirs of Catalina Roque, No. L-23777, November 26, 1976, 74 SCRA 83; see also Yu Bun Guan v. Ong, G.R. No. 144735, October 18, 2001, 367 SCRA 559; Rongavilla v. Court of Appeals, G.R.

No. 83974, August 14, 1998, 294 SCRA 289.

[20] *Sunga-Chan v. Court of Appeals*, G.R. No. 164401, June 25, 2008, 555 SCRA 275, 287-289; citing *Eastern Shipping Lines, Inc. v. Court of Appeals*, G.R. No. 97412, July 12, 1994, 234 SCRA 78 and *Reformina v. Tomol, Jr.*, No. L-59096, October 11, 1985, 139 SCRA 260.

[21] Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

x x x x

(2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest.

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