VICENTE MANZANO, JR., PETITIONER, VS. MARCELINO GARCIA, RESPONDENT.

G.R. No. 179323. November 28, 2011

Ponente: LEONARDO-DE CASTRO, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-179323/

LEONARDO-DE CASTRO, J.:

This is a Petition for Review on Certiorari seeking the reversal of the Decision[1] of the Court of Appeals in CA-G.R. CV No. 55408 dated September 26, 2006 and its Resolution[2] dated August 9, 2007, denying the Motion for Reconsideration.

This case involves a parcel of land covered by Transfer Certificate of Title (TCT) No. T-25464, issued in the name of respondent Marcelino D. Garcia (Garcia). The subject parcel of land has an area of six thousand nine hundred fifty-one (6,951) square meters and is located in Balonguis, Balulang, Cagayan de Oro City.[3]

The above property was the subject of a deed of pacto de retro sale dated May 26, 1992 allegedly executed by Garcia in favor of Constancio Manzano, the predecessor-in-interest and brother of petitioner Vicente Manzano, Jr. (Vicente) for the amount of eighty thousand five hundred pesos (P80,500.00). Under said contract, Garcia purportedly reserved the right to repurchase the subject property for the same price within three months from the date of the instrument.[4]

On July 12, 1992, Constancio Manzano passed away. His properties, including the subject of this case, were adjudicated to his heirs by virtue of a deed of extrajudicial partition with special power of attorney executed by them. Vicente was named the administrator of the intestate estate of Constancio Manzano.[5]

Garcia did not redeem the subject property within the three-month period. Consequently, Vicente instituted a petition for consolidation of ownership over the property,[6] docketed as Civil Case No. 93-610. Garcia filed an opposition and answer, alleging that the document evidencing the pacto de retro sale was a forgery. He claimed that he and his wife were in the United States of America (USA) from June 1, 1988 to November 14, 1992, and therefore could not have possibly executed the said pacto de retro sale on May 26, 1992.[7]

On February 15, 1994, Garcia filed a complaint for annulment of pacto de retro sale and recovery of the owner's title with preliminary injunction against Vicente. The case was docketed as Civil Case No. 94-097. In his complaint, Garcia reiterated that he and his wife never participated in the execution of the alleged deed of pacto de retro sale dated May 26, 1992 and that in fact, they were still in possession of the said property. He further alleged that he came to know the existence of said document only when the counsel of Vicente sent him a letter on January 18, 1993 demanding that he should repurchase the property pursuant to the purported terms of the pacto de retro sale within fifteen days from receipt of said letter. Upon further inquiry, he discovered that a certain Mr. P. Pacot had executed the questioned document by misrepresenting himself as "Marcelino G. Garcia" (bearing the wrong middle initial) who resided in Casinglot, Misamis Oriental, as evidenced by the Residence Certificate used in the acknowledgement page of the pacto de retro sale.[8]

Vicente's petition for consolidation of ownership over the property (Civil Case No. 93-610) and Garcia's action for annulment of pacto de retro sale and recovery of the owner's title with preliminary injunction (Civil Case No. 94-097) were consolidated before the trial court.[9]

During the trial, Vicente presented TCT No. T-25464 and Tax Declaration No. 41672 to prove the due execution of the pacto de retro sale, which was recorded in the office of the Register of Deeds of Cagayan de Oro City.

On the other hand, Garcia testified that he went to the USA on November 7, 1987. A few months later, he returned to the Philippines. He went back to the USA on June 1, 1988. His three children were left in the Philippines, while the titles to his properties were left in the office of his business establishment in Tablon, Cagayan de Oro City with two of their children. Garcia testified that the signatures appearing in the pacto de retro sale were not his and his wife's. He presented his passport and driver's license, both of which bear an entirely different signature than what appeared in the pacto de retro sale document.[10]

Atty. Demosthenes Mediante, Jr. (Atty. Mediante), the person who notarized the deed of conveyance in question, testified that the Marcelino Garcia who appeared in his office and who executed the pacto de retro sale is not the same Marcelino Garcia who was in court during the trial of the case.[11]

Perla Babano, one of the witnesses to the execution of the pacto de retro sale, likewise testified that the person who introduced himself as Marcelino G. Garcia and signed the document on May 26, 1992 is not the same Marcelino Garcia who was in court during the trial of the case.[12]

On August 30, 1996, the trial court rendered its Decision on the consolidated cases in favor of Vicente, disposing of the same as follows:

> WHEREFORE, in view of the foregoing, Civil Case No. 94-097, is hereby dismissed and declaring the Deed of Pacto de Retro Sale legal and valid, and granting the prayer of petitioner in Civil Case No. 93-610 to consolidate ownership of the land in favor of Vicente Manzano, Jr. representing the heirs of Constancio Manzano, namely: Felix, Andrea, Maxima, Ramon and Marciana, all surnamed Manzano, for all legal purposes. No costs.[13]

The trial court held that Garcia failed to prove that his signature in the pacto de retro sale was forged. According to the court, Garcia should have presented an expert witness to determine whether the signatures were made by the same person. The trial court doubted the testimonies of Atty. Mediante (the notary public) and Babano (one of the witnesses to the pacto de retro sale). The court noted the admission of Atty. Mediante that he notarizes around 25 to 30 documents per month and could not describe or remember all the persons appearing before him for notarization. The court was likewise intrigued by the testimony of Atty. Mediante that he had seen the alleged impostor Marcelino Garcia sitting at the Cagayan de Oro Divisoria for two weeks. As regards Babano, the trial court found it unnatural for an impersonator to show her, a stranger, documents such as the title to the subject property. Also, the trial court found the low price paid for the property insignificant considering that the vendor had the right to repurchase the property within three months from the sale.

Garcia sought recourse with the Court of Appeals. The appeal was docketed as CA-G.R. CV No. 55408 and was raffled to the Court of Appeals' twenty-third division in Cagayan de Oro City. On September 26, 2006, the appellate court rendered the assailed decision reversing that of the trial court. The dispositive portion of the decision read:

> FOR THE REASONS STATED, We REVERSE and SET ASIDE the assailed decision of the Regional Trial Court. In its place, judgment is hereby rendered declaring the pacto de retro sale executed on May 26, 1992, VOID AB INITIO and dismissing Civil Case No. 93-610.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> Furthermore, Appellee Vicente Manzano, Jr., is ordered to RETURN the owner's duplicate copy of TCT No. T-25464 to Appellant Marcelino D. Garcia. Entry No. 164181 annotated at the back of the said title is hereby ordered cancelled.[14]

According to the Court of Appeals, there is no rule requiring expert testimony to determine the genuineness of a signature appearing on a document. Since it was plainly obvious from the evidence on record that the signature appearing on the pacto de retro sale is far different from the customary signature of Garcia that appeared in his passport and driver's license, the testimony of Garcia that the signature was not his is sufficient evidence of the forgery pursuant to Section 50, Rule 130[15] of the Rules of Court. The Court of Appeals added that on the basis of Atty. Mediante's testimony, the presumption of regularity in the execution of the public document has been sufficiently destroyed and overcome. The Court of Appeals concluded that the pacto de retro sale is void ab initio pursuant to Article 1409 in relation to Article 1505 of the Civil Code.

Hence, Vicente is now before this Court with the following assignment of errors:

> - THAT THE COURT OF APPEALS ERRED WHEN IT DECLARED THAT RESPONDENT AND HIS WIFE BEING IN THE UNITED STATES, COULD HAVE NOT EXECUTED THE DEED OF PACTO DE RETRO SALE.
>
> - THAT THE COURT OF APPEALS ERRED WHEN IT DECLARED, THAT WHEN THE QUESTIONED SIGNATURES APPEAR OBVIOUSLY FAR DIFFERENT FROM THE CUSTOMARY OR STANDARD SIGNATURES OF THE PERSON CLAIMING FORGERY, THERE IS NO NEED OF A HANDWRITING EXPERT TO DETERMINE WHICH DOCUMENT IS FORGED.
>
> - THAT THE COURT OF APPEALS ERRED IN HASTILY CONSIDERING THAT RESPONDENT PROVED BY CLEAR, POSITIVE AND CONVINCING EVIDENCE THE FORGERY OF HIS SIGNATURE AND OF HIS WIFE, ON THE GROUND OF THEIR NON-PARTICIPATION IN THE EXECUTION OF THE DEED OF PACTO DE RETRO SALE AND OF THE VARIANCE OF THE STROKES OF THE SIGNATURES THEREON WHEN COMPARED TO THE STROKES APPEARING IN THEIR GENUINE, CUSTOMARY AND STANDARD SIGNATURES FOUND IN OTHER DOCUMENTS.[16]

From an assiduous examination of the records of the case, it is plainly apparent to this Court that the alleged signature of Garcia in the pacto de retro sale is utterly dissimilar from his customary signature appearing in the evidence on record, as well as in the verifications of the pleadings before this Court and the courts a quo. From this circumstance alone, we are constrained to affirm the ruling of the Court of Appeals finding that the pacto de retro sale was forged and, therefore, void ab initio.

In assailing the finding of the Court of Appeals that the signature of Garcia in the pacto de retro sale was forged, Vicente echoes the opinion of the trial court that Garcia should have presented an expert witness to prove the same. Jurisprudence, however, is replete with instances wherein this Court dispensed with the testimony of expert witnesses to prove forgeries. Thus, in Estacio v. Jaranilla, [17] we held:

> It bears stressing that the trial court may validly determine forgery from its own independent examination of the documentary evidence at hand. This the trial court judge can do without necessarily resorting to experts, especially when the question involved is mere handwriting similarity or dissimilarity, which can be determined by a visual comparison of specimen of the questioned signatures with those of the currently existing ones. Section 22 of Rule 132 of the Rules of Court explicitly authorizes the court, by itself, to make a comparison of the disputed handwriting "with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge."[18]

Similarly, in the fairly recent case of Pontaoe v. Pontaoe, [19] this Court held:

> As to the argument that handwriting experts should have been employed, handwriting experts are usually helpful in the examination of forged documents because of the technical procedure involved in analyzing them, but resort to these experts is not mandatory or indispensable to the examination or the comparison of handwritings. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity. The opinions of handwriting experts are not binding upon courts, especially when the question involved is mere handwriting similarity or dissimilarity, which can be determined by a visual comparison of specimens of the questioned signatures with those of the currently existing ones. Moreover, Section 22 of Rule 132 of the Rules of Court likewise explicitly authorizes the court, by itself, to make a comparison of the disputed handwriting "with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge."[20]

Insisting on the need to present an expert witness, Vicente points out our ruling in Rivera v. Turiano,[21] wherein we declared:

> While it is true that the testimonies of handwriting experts are not necessary, however, pursuant to the criteria enunciated in Ladignon, the private respondent must not only show material differences between or among the signatures. In addition, (1) he must demonstrate the extent, kind, and significance of the variation; (2) he must prove that the variation is due to the operation of a different personality and not merely an expected and inevitable variation found in the genuine writing of the same writer; and (3) he must show that the resemblance is a result of a more or less skillful imitation and not merely a habitual and characteristic resemblance which naturally appears in a genuine writing.[22]

In the case at bar, however, the variance in the alleged signature of Garcia in the pacto de retro sale, on one hand, and in the evidence on record and in the verifications of the pleadings before this Court and the courts a quo, on the other hand, was enormous and obvious, such that this Court can readily conclude that the pacto de retro sale was in all likelihood made by someone who has not even seen the customary signature of Garcia.

Furthermore, the falsity of the signature on the pacto de retro sale was affirmed by two persons present when the instrument was signed, one of which is the very person who notarized the same. An examination of their testimonies reveals that the trial court had disregarded their statements for very flimsy reasons.

The trial court was unconvinced by the testimony of the notary public Atty. Mediante on account of his admission that he could not describe or remember all the persons appearing before him for notarization and his statement that he had seen the alleged impostor Marcelino Garcia sitting at the Cagayan de Oro Divisoria for two weeks. The trial court found it incredulous that Atty. Mediante could have been observing the whereabouts of the alleged impostor for two weeks.[23] These circumstances, however, were clearly explained by Atty. Mediante, who testified that two weeks prior to the signing of the document, he had been approached by the impostor Marcelino Garcia who was asking for help to secure a loan of P200,000.00 using his title as collateral. Atty. Mediante informed the impostor Garcia that his client, Tony Uy, had already stopped lending. It was after this event, and before the signing of the pacto de retro sale that Atty. Mediante observed the impostor Garcia in Divisoria. Certainly, while Atty. Mediante could not remember all of the parties in the 25 to 30 documents he notarized every month, he would remember the person who asked him to broker a loan for P200,000.00 and would probably recognize said person when he encountered him every now and then in a public place.

As regards Babano, the trial court found it unbelievable that an impersonator would show a stranger important documents such as the title to a property. We disagree with this observation. On the contrary, this Court is of the opinion that it would be highly suspicious for such an impersonator to withhold the title of the property being sold from a person signing as a witness to the sale. It was precisely the presentation of the title that would convince others that the impostor was the owner of the real property involved in the sale.

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

Neither did it escape this Court's attention that the person who signed the pacto de retro sale used a residence certificate with the wrong middle initial of respondent Garcia. As the respondent's full name is Marcelino de Claro Garcia, his middle initial should be either "D" or "C." It surely causes doubt when a person does not know his own middle initial.

All things considered, Garcia's statement – that he and his wife could have easily paid the P80,500.00 but refused in principle to pay an account that is not theirs[24] – is certainly believable. It is difficult to conceive that Garcia would sell their 6,951-square meter land at the heart of the city of Cagayan de Oro for only P80,500.00 (or P11.58 per square meter). Garcia estimates the value of the property at P4.5 million. While Garcia failed to present evidence on such market value in 1992, it can be ascertained that it is worth at least more than the P170,000.00 mortgage to China Banking Corporation which had been previously annotated and subsequently cancelled at the back of the title of the property.[25] If the property could be mortgaged to a bank for P170,000.00, it is unlikely that a person needing money would instead opt to sell the same for a much smaller amount.

Petitioner likewise argues that the Court of Appeals erred in failing to appreciate that the notarized deed of pacto de retro sale was entitled to the presumption of regularity and should be given great weight. It is settled that while a notarized document enjoys this presumption, "the fact that a deed is notarized is not a guarantee of the validity of its contents."[26] The "presumption of regularity of notarized documents is not absolute and may be rebutted by clear and convincing evidence to the contrary."[27]

Irregularities in the notarization of the document may be established by oral evidence of persons present in said proceeding. Thus, in Eulogio v. Apeles,[28] where the party insisting on the presumption of regularity of a notarized deed of sale admitted that the same was notarized without his presence, this Court held that "such fact alone overcomes the presumption of regularity, since a notary public is enjoined not to notarize a document unless the persons who signed the same are the very same persons who executed and personally appeared before the said notary public to attest to the contents and truth of what are stated therein."[29] In the case at bar, even more convincing evidence of the irregularity was presented as it was the notary public himself who testified that the person who appeared before him was not respondent Garcia. Since the very official who attested to the crucial facts in the notarization – i.e., that the persons who personally appeared before him are the same persons who executed the deed of conveyance – admitted in open court the falsity of said manifestation, the reliability of the Acknowledgment that clothes the document with a presumption of regularity is completely shattered. We, therefore, agree with the Court of Appeals that the presumption of regularity of the notarized deed of pacto de retro sale was sufficiently overcome by the testimony of Atty. Mediante.

At this point, however, we should clarify that the proper basis for the nullity of the forged pacto de retro sale is not Article 1409[30] (which enumerates examples of void contracts) in relation to Article 1505[31] (which refers to an unenforceable contract and is applicable only to goods) of the Civil Code as stated by the Court of Appeals, but Article 1318 of the Civil Code, which enumerates the essential requisites of a valid contract:

> Article 1318. There is no contract unless the following requisites concur:
>
> (1) Consent of the contracting parties;
> (2) Object certain which is the subject matter of the contract;
> (3) Cause of the obligation which is established.

There are two types of void contracts: (1) those where one of the essential requisites of a valid contract as provided for by Article 1318 of the Civil Code is totally wanting; and (2) those declared to be so under Article 1409 of the Civil Code.[32] "[C]onveyances by virtue of a forged signature x x x are void ab initio. The absence of the essential [requisites] of consent and cause or consideration in these cases rendered the contract inexistent. x

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

x x.”[33]

WHEREFORE, the Petition is DENIED. The Decision of the Court of Appeals in CA-G.R. CV No. 55408 dated September 26, 2006 and its Resolution dated August 9, 2007 are hereby AFFIRMED.

SO ORDERED.

Corona, C.J., (Chairperson), Bersamin, Del Castillo, and Villarama, Jr., JJ., concur.

---

[1] Rollo, pp. 32-40; penned by Associate Justice Edgardo A. Camello with Associate Justices Sixto C. Marella, Jr. and Mario V. Lopez, concurring.

[2] Id. at 42-43.

[3] Records (Civil Case No. 94-097), pp. 7-8.

[4] Records (Civil Case No. 93-610), pp. 9-10.

[5] Id. at 5-7.

[6] Id. at 2-3.

[7] Id. at 15-16.

[8] Records (Civil Case No. 94-097), pp. 2-6.

[9] Id. at 39.

[10] Id. at 9; Exhibits “C,” “E” and “F.”

[11] TSN, October 24, 1995, pp. 15-29.

[12] TSN, October 25, 1996, pp. 4-21.

[13] Rollo, p. 53.

[14] Id. at 39.

[15] Section 50. Opinion of ordinary witnesses. – The opinion of a witness for which proper basis is given, may be received in evidence regarding –

x x x x

(b) A handwriting with which he has sufficient familiarity; x x x.

[16] Rollo, pp. 144-145.

[17] 462 Phil. 723 (2003); subsequently cited in De Jesus v. Court of Appeals, G.R. No. 127857, June 20, 2006, 491 SCRA 325, 336.

[18] Id. at 733.

[19] G.R. No. 159585, April 22, 2008, 552 SCRA 261.

[20] Id. at 269-270.

[21] G.R. No. 156249, March 7, 2007, 517 SCRA 668.

[22] Id. at 675.

[23] Records (Civil Case No. 93-610), p. 80.

[24] Rollo, p. 176.

[25] Records (Civil Case No. 94-097), p. 7 (back).

[26] Nazareno v. Court of Appeals, 397 Phil. 707, 725 (2000); San Juan v. Offril, G.R. No. 154609, April 24, 2009, 586 SCRA 439, 445-446.

[27] Lazaro v. Agustin, G.R. No. 152364, April 15, 2010, 618 SCRA 298, 309; San Juan v. Offril, id. at 446; Potenciano v. Reynoso, 449 Phil. 396, 406 (2003).

[28] G.R. No. 167884, January 20, 2009, 576 SCRA 561.

[29] Id. at 571.

[30] Article 1409. The following contracts are inexistent and void from the beginning:

(1) Those whose cause, object or purpose is contrary to law, morals, good customs, public order or public policy;
(2) Those which are absolutely simulated or fictitious;
(3) Those whose cause or object did not exist at the time of the transaction;
(4) Those whose object is outside the commerce of men;
(5) Those which contemplate an impossible service;
(6) Those where the intention of the parties relative to the principal object of the contract cannot be ascertained;
(7) Those expressly prohibited or declared void by law.

[31] Article 1505. Subject to the provisions of this Title, where goods are sold by a person who is not the owner thereof, and who does not sell them under authority or with the consent of the owner, the buyer acquires no better title to the goods than the seller had, unless the owner of the goods is by his conduct precluded from denying the seller's authority to sell.

Nothing in this Title, however, shall affect:

(1) The provisions of any factors' acts, recording laws, or any other provision of law enabling the apparent owner of goods to dispose of them as if he were the true owner thereof;
(2) The validity of any contract of sale under statutory power of sale or under the order of a court of competent jurisdiction;
(3) Purchases made in a merchant's store, or in fairs, or markets, in accordance with the Code of Commerce and special laws.

[32] Francisco v. Herrera, 440 Phil. 841, 849-850 (2002).

[33] Gochan and Sons Realty Corporation v. Heirs of Raymundo Baba, 456 Phil. 569, 578-579 (2003), citing Salomon v. Intermediate Appellate Court, G.R. No. 70263, May 14, 1990, 185 SCRA 352, 363–364; Vda. de Portugal v. Intermediate Appellate Court, 242 Phil. 709, 716 (1988); Garanciang v. Garanciang, 138 Phil. 237, 239 (1969); Lacsamana v. Court of Appeals, 351 Phil. 526, 533–534 (1998).

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.