

LIRIO A. DEANON, REPRESENTED BY ATTORNEY-IN-FACT JOCELYN D. ASOR, PETITIONER, VS. MARFELINA C. MAG-ABO, RESPONDENT.

G.R. No. 179549. June 29, 2010

Ponente: PERALTA, J.

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PERALTA, J.:

This is a petition for review on certiorari[1] of the Decision of the Court of Appeals in CA-G.R. SP No. 97714, dated May 25, 2007, and its Resolution dated August 28, 2007, which denied petitioner's motion for reconsideration. The Decision of the Court of Appeals affirmed the Decision of the Regional Trial Court (RTC) of Pasig City, Branch 161, which held that respondent Marfelina[2] C. Mag-abo has a better right of possession of the property involved in this case.

The facts are as follows:

The property involved in this case is a 74-square-meter lot located at No. 181 Bayabas Extension, NAPICO, Manggahan, Pasig City.[3]

The records show that the lot is part of the 24,406-square-meter property titled to the Metro Manila Commission (now Metro Manila Development Authority [MMDA]) under Transfer Certificate of Title (TCT) No. PT-96040.[4] On October 22, 2002, the MMDA sold the 24,406-square-meter property to the NAPICO Homeowners Association XIII, Inc,[5] and a new title, TCT No. PT-119333, was issued in the name of the NAPICO Homeowners Association XIII, Inc.

It appears that the subject property is under the Community Mortgage Program being implemented by the MMDA, the National Housing Authority and the National Home Mortgage Finance Corporation under the socialized housing program of the government.[6]

On March 17, 2004, petitioner Lirio A. Deanon filed a Complaint[7] for unlawful detainer and ejectment against respondent Marfelina Mag-abo with the Metropolitan Trial Court (MeTC) of Pasig City, Branch 70 (trial court).

Petitioner alleged that respondent occupied the subject property in the year 2000, when it was still owned by Ma. Imelda Eloisa P. Galvan. The lot was then being used by Felizardo Sasi, the caretaker of Galvan. The rights to the said property were offered for sale by Galvan to Sasi, but the sale did not materialize. By virtue of an Agreement dated November 18, 2000, Sasi vacated the lot.

After Sasi vacated the lot, respondent allegedly used the property as her garage without any permission from Ma. Imelda Eloisa Galvan. Since Galvan was not in need of the premises yet, she allegedly allowed respondent to use the place as a garage. There was no verbal or written lease agreement between Galvan and respondent. Respondent was never charged or assessed for any rental for occupying the property.

On July 28, 2003, Ma. Imelda Eloisa Galvan executed a Waiver[8] of her rights over the subject property in favor of petitioner. It was agreed that petitioner would assume payment of the amortization and other incidental costs of

the property, which was mortgaged with the National Home Mortgage Finance Corporation.

In a letter[9] dated July 28, 2003, Galvan informed the NAPICO Homeowners Association XIII, Inc. that she had transferred her right of ownership over the said lot in favor of petitioner.

On June 5, 2004, petitioner wrote a letter[10] to the National Home Mortgage Finance Corporation, requesting for the substitution of the right of ownership for Lot No. 37, Block 9, located at No. 181 Bayabas Extension, NAPICO, Manggahan, Pasig City.

On August 14, 2003, the Board of Directors of the NAPICO Homeowners Association XIII, Inc. issued a Board Resolution[11] resolving that the Board would issue a letter of endorsement signed by its President to the National Home Mortgage Finance Corporation for the transfer of rights over the subject property from Galvan to petitioner.

Petitioner alleged that she was required to pay all arrearages of the former owner, Ma. Imelda Eloisa P. Galvan, before the substitution was effected. Such payment was evidenced by a Certification[12] issued by NAPICO Homeowners Association XIII, Inc. on January 13, 2004, stating that the account of Galvan had been updated and/or the arrearages thereof had been paid in full by petitioner for the purpose of substitution.

Also on January 13, 2004, petitioner and NAPICO Homeowners Association XIII, Inc., represented by its President, Wilson S. Baltazar, executed a Lease/Purchase Agreement[13] over the subject property. The term of the lease was 25 years with a monthly rental of P374.15. The parties agreed that all rental payments would be considered as installment payment for the purchase price of the unit awarded to the lessee.

Meantime on August 14, 2003, petitioner, through her counsel, sent respondent a notice[14] that the subject property had been purchased from Ma. Imelda Eloisa Galvan and that respondent was being given 90 days from receipt of the notice within which to vacate the property; otherwise, legal action would be taken against her.

Despite receipt of the notice, respondent refused to vacate the subject property. Petitioner sought the intercession of the Barangay Lupon of Barangay Manggahan, Pasig City, but the parties failed to reach an amicable settlement of the case. On February 20, 2004, the Barangay Lupon issued a Certification[15] allowing the parties to file a complaint in the proper court.

Hence, petitioner filed the Complaint against respondent. Petitioner prayed that after notice and hearing, judgment be rendered directing respondent and all persons claiming rights under her to vacate and surrender the subject premises at No. 181 Bayabas Extension, NAPICO, Manggahan, Pasig City, and to pay petitioner attorney's fees in the amount of P20,000.00 and P2,000.00 per appearance fee and costs of the suit.

In her Answer,[16] respondent countered that petitioner had no cause of action against her. She claimed that she acquired the subject property from Ruth Cabrera through a Deed of Transfer and Assignment of Rights dated February 23, 2001. Ruth Cabrera, on the other hand, acquired the property by virtue of a Certificate of Sale dated February 28, 1998.

The allegations of respondent[17] showed that the former lot claimants and owner of all the improvements on the subject property were the spouses Dominador Galvan and Ma. Imelda Eloisa Galvan. Dominador Galvan was charged with the crime of Attempted Rape before the RTC of Pasig City, Branch 166, but he was found guilty of the crime of Acts of Lasciviousness. After the decision became final, the RTC, on motion of the victim's mother, issued a Writ of Execution against Dominador Galvan to satisfy the civil indemnity in the amount of P15,000.00.

The deputy sheriff of the RTC of Pasig City, Branch 166 levied on the subject property, referred to as Lot 32, Block 5, Zone 4, Phase 3, located at 181 Bayabas Extension, NAPICO, Manggahan, Pasig City, with Dominador Galvan and his wife Ma. Imelda Eloisa Galvan as lot claimants. At the auction sale conducted by the deputy

sheriff, the Galvans' rights over the subject property was purchased by Ruth Cabrera in the amount of P15,000.00. A certificate of sale was issued in the name of Ruth Cabrera, and she acquired Galvan's rights over the subject property as no redemption appeared to have been made within the reglementary period provided under Section 33, Rule 39 of the Rules of Court.

Sometime in 1999, Ruth Cabrera filed an unlawful detainer case with the MeTC of Pasig City, Branch 68 against the spouses Galvan, entitled *Ruth Cabrera v. Spouses Dominador Galvan and Ma. Imelda Eloisa P. Galvan, Spouses John Doe Sase and Marissa Sase*.^[18]

On August 30, 2000, the MeTC of Pasig City, Branch 68 ruled in favor of Ruth Cabrera. The dispositive portion of the MeTC's Decision states:

Wherefore, premises considered, judgment is hereby rendered for herein plaintiff and against herein defendants, ordering the latter and all those claiming rights under them to vacate and surrender possession of the subject property; ordering defendants to pay P1,000.00 a month as reasonable compensation for their continued occupation of the subject property from April 1999 until the time they and all those claiming rights under them shall have completely vacated the property; to pay attorney's fees in the amount of P5,000.00 and the costs of suit.^[19]

Defendants spouses Galvan and spouses Sase appealed the Decision of the MeTC of Pasig City, Branch 68 to the RTC of Pasig City, Branch 267. In a Decision dated May 9, 2001, the appellate court affirmed in toto the decision of the lower court. No appeal was made; hence, the decision became final and executory.

On November 27, 2003, the MeTC of Pasig City, Branch 68 issued an Order^[20] granting the motion for issuance of a writ of execution filed by plaintiff Ruth Cabrera. Hence, defendants spouses Galvan and the spouses Sase were ejected from the subject property.

Meantime, on February 23, 2001, Ruth Cabrera,^[21] through a Deed of Transfer and Assignment of Rights,^[22] conveyed to respondent all her rights and interest over the Certificate of Sale covering the subject property. Thereafter, respondent took possession and control of the property.

Hence, respondent prayed that the Complaint be dismissed for lack of cause of action.

In a Decision dated December 15, 2005, the trial court ruled in favor of petitioner. The dispositive portion of the Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff and against defendant Marfelina Mag-abo in the following manner:

- 1) Ordering the defendant and all persons claiming rights under her to vacate and surrender the peaceful possession of the premises located at No. 181 Bayabas Extension, NAPICO, Manggahan, Pasig City;
- 2) Ordering the defendant to pay plaintiff the sum of P20,000.00 as and by way of attorney's fees; and
- 3) Ordering the defendant to pay the costs of suit.^[23]

The trial court held that petitioner was able to establish, by preponderance of evidence, a case for repossession. It held that no right was ever transferred to respondent by Ruth Cabrera. It pointed out that petitioner requested for a certified true copy of the Deed of Transfer and Assignment of Rights at the Notarial Section of the Makati Regional Trial Court, but no such copy was submitted, showing that there was no available record of the same.

The trial court stated that the Decisions of the MeTC of Pasig City, Branch 68 and the RTC of Pasig, Branch 267 in the unlawful detainer case entitled *Ruth Cabrera v. Spouses Dominador Galvan and Ma. Imelda Eloisa P.*

Galvan, Spouses John Doe Sase and Marissa Sase, which Decisions respondent attached to her Answer, could not be used to conclude that there was a right transferred or assigned to her. When petitioner asked the former owner about the alleged Certificate of Sale in the name of Ruth Cabrera, she was given copies of the appeal papers.

The trial court gave credence to petitioner's evidence showing that the subject lot is part of the property of the MMDA under TCT No. PT-96040, which property was sold to the NAPICO Homeowners Association XIII, Inc., and a new title, TCT No. PT-119333, was subsequently issued in the name of the said association.

The trial court stated that petitioner has never known any other owner of the subject property aside from Ma. Imelda Eloisa Galvan. Moreover, Ma. Imelda Eloisa Galvan was the one registered as owner- awardee by the Association. After the approval of the substitution, the President of the NAPICO Homeowners Association XIII, Inc. issued a Certification dated May 20, 2004, which stated that petitioner, in place of the former owner Ma. Imelda Eloisa Galvan, has acquired the said lot. Hence, the trial court concluded that petitioner may demand that she be placed in possession of the property, because possession is a mere consequence of ownership.

Respondent appealed the trial court's decision to the RTC of Pasig City, Branch 161.

On August 18, 2006, the RTC reversed the trial court's decision. The dispositive portion of the Decision states:

WHEREFORE, in view of all the foregoing, the APPEALED DECISION is hereby REVERSED and SET ASIDE. Civil Case No. 7813 is ordered DISMISSED.[24]

The RTC held that the evidence on record showed that prior to the transfer of rights by Ma. Imelda Eloisa Galvan to petitioner, the subject property was already transferred to respondent through a Deed of Transfer and Assignment of Rights executed by Ruth Cabrera-Mendoza, who was able to obtain the property by virtue of a Certificate of Sale dated February 28, 1998 pursuant to a Writ of Execution dated February 6, 1998. This fact was already established in the Decisions of the MeTC of Pasig City, Branch 68, and the RTC of Pasig City, Branch 267 in the case for ejectment, entitled *Ruth Cabrera v. Spouses Dominador Galvan and Ma. Imelda Eloisa P. Galvan, Spouses John Doe Sase and Marissa Sase*.

The RTC stated that Galvan's failure to file an appeal of the decision of the RTC of Pasig City, Branch 267 rendered the said decision final and executory. By virtue of a Writ of Execution, the spouses Dominador Galvan and Ma. Imelda Eloisa Galvan, and the spouses John Doe Sase and Marissa Sase were ejected from the subject property; thus, Ruth Cabrera was able to gain possession of the same. Ruth Cabrera turned over the possession and control of the property to respondent by virtue of the Deed of Transfer and Assignment of Rights.

The RTC held that respondent's possession of the property is in the concept of an owner, and not by mere tolerance of Ma. Imelda Eloisa Galvan. Galvan did not have any right to transfer the property to petitioner in July 2003, since she knew of the two Decisions of the MeTC of Pasig City, Branch 68 and the RTC of Pasig City, Branch 267.

Further, the RTC held that the case should be dismissed on the ground of *res judicata*. The requisites of *res judicata* are: (1) there must be a former final judgment rendered on the merits; (2) the court must have had jurisdiction over the subject matter and the parties; and (3) there must be identity of parties, subject matter and cause of action between the first and second actions.[25]

The RTC stated that the existence and finality of the decision of the RTC of Pasig City, Branch 267 in the unlawful detainer case entitled *Ruth Cabrera v. Spouses Dominador Galvan and Ma. Imelda Eloisa P. Galvan, Spouses John Doe Sase and Marissa Sase* was not contested by petitioner. The court in the said case had jurisdiction over the subject matter and the parties. The case established the fact that by virtue of the Certificate of Sale dated February 28, 1998 issued in the name of Ruth Cabrera, she was able to acquire Galvan's rights over the

subject property, including the right of possession. Thus, the first and second requisites of res judicata have been complied with.

As regards the presence of identity of parties, the RTC cited the case of *Taganas v. Emuslan*,^[26] which held that there is identity of parties where the parties in both actions are the same or there is privity between them, or they are successors-in-interest by title subsequent to the commencement of the action, litigating for the same thing and under the same title and in the same capacity.

The RTC stated that in this case, petitioner is the successor-in-interest of Ma. Imelda Eloisa Galvan, who was one of the defendants in the first case entitled *Ruth Cabrera v. Spouses Dominador Galvan and Ma. Imelda Eloisa P. Galvan, Spouses John Doe Sase and Marissa Sase*, while respondent is the successor-in-interest of Ruth Cabrera, who was the plaintiff in the first case. Therefore, it is clear that the parties in both actions are substantially the same, representing the very same interest.

Moreover, the RTC averred that the subject of an action is defined as the matter or thing with respect to which the controversy has arisen, concerning which a wrong has been done.^[27] There can be no doubt that the subject matter involved in the first case and this case is the lot located at No. 181 Bayabas Extension, NAPICO, Manggahan, Pasig City. Hence, the RTC held that the element of identity of subject matter is also present.

The RTC also ruled that the causes of action in the two cases under consideration are identical. It cited *Dela Rama v. Mendiola*,^[28] which held:

x x x Causes of action are identical when there is an identity in the facts essential to the maintenance of the two actions, or where the same evidence will sustain both actions. If the same facts or evidence can sustain either, the two actions are considered the same, so that the judgment in one is a bar to the other.

x x x [T]he difference in form and nature of the two actions is immaterial. The philosophy behind the rule on res judicata prohibits the parties from litigating the same issue more than once. x x x.

When material facts or questions in issue in a former action were conclusively settled by a judgment rendered therein, such facts or questions constitute res judicata and may not be again litigated in a subsequent action between the same parties or their privies regardless of the form of the latter. This is the essence of res judicata or bar by prior judgment. The parties are bound not only as regards every matter offered and received to sustain or defeat their claims or demand but as to any other admissible matter which might have been offered for that purpose and of all other matters that could have been adjudged in that case.

The RTC explained that the issue involved in the first unlawful detainer case was who between Ruth Cabrera and the Spouses Galvan had the right of possession over the subject property. In the present case, the issue is who between Deanon and Mag-abo, the successors-in-interest of the Spouses Galvan and Ruth Cabrera, respectively, has the right of possession over the subject property. The issue of possession over the subject property was already decided upon in the first case, as the parties therein were the predecessors-in-interest of the parties in this case. Thus, the RTC held that the present case is barred by res judicata, because the parties are bound by any other admissible matter which might have been offered for that purpose and all other matters that could have been adjudged in the prior case.

Petitioner appealed the Decision of the RTC to the Court of Appeals via a petition for review.

The Court of Appeals affirmed the Decision of the RTC in its Decision dated May 25, 2007, the dispositive portion of which reads:

UPON THE VIEW WE TAKE OF THIS CASE, THUS, the petition must be, as it is hereby DENIED, and consequently, DISMISSED. Costs against petitioner.^[29]

Petitioner's motion for reconsideration was denied by the Court of Appeals in a Resolution[30] dated August 28, 2007.

Hence, petitioner filed this petition.

The main issue in this case is who among the parties is entitled to possession of the subject property and the structure erected thereon, located at No. 181 Bayabas Street Extension, NAPICO, Manggahan, Pasig City.

The Court upholds the decision of the Court of Appeals that respondent Marfelina Mag-abo is entitled to possession of the subject property.

Petitioner seeks the ejectment of respondent from the subject property on the ground that she acquired the property from its grantee, Ma. Imelda Eloisa P. Galvan, and she is recognized by the lot owner, NAPICO Homeowners Association XIII, Inc., as the claimant in the place of Galvan, and that respondent's occupancy of the property was merely tolerated by Ma. Imelda Eloisa Galvan.

However, evidence on record showed that in the ejectment case entitled *Ruth Cabrera v. Sps. Dominador Galvan and Ma. Imelda Eloisa P. Galvan*, and *Sps. John Doe Sase and Marissa Sase* involving the same property, the RTC of Pasig City, Branch 267, in a Decision[31] dated May 9, 2001, held that Ruth Cabrera, who is respondent's predecessor-in-interest, is entitled to the possession of the said property, not the Spouses Galvan, who are petitioner's predecessor-in-interest. It was established that Ruth Cabrera acquired the rights of Ma. Imelda Eloisa Galvan over the subject property by virtue of a Certificate of Sale dated February 28, 1998, after the said property was levied upon and sold in a public auction to satisfy the civil indemnity of P15,000.00 imposed upon Dominador Galvan in a criminal case filed with the RTC of Pasig City, Branch 166.

Therefore, when Ma. Imelda Eloisa Galvan waived her rights over the subject property in favor of petitioner on July 28, 2003,[32] the rights to the property had already been transferred to Ruth Cabrera, who, in turn, conveyed her rights to respondent by virtue of the Deed of Transfer and Assignment of Rights dated February 23, 2001.[33]

Petitioner contends that the lawful owner of the subject property should be entitled to actual physical possession of the same. Petitioner asserts that Ruth Cabrera-Mendoza and her successor-in-interest, respondent Mag-abo, failed for an unreasonable length of time to inform the National Home Mortgage Corporation of their rights over the property; hence, they cannot prevail over the right of petitioner, who acquired the property in good faith and for value by virtue of the document entitled *Waiver of Rights on Lot*,[34] which was executed by Ma. Imelda Eloisa P. Galvan in her favor. Petitioner pointed out that Ma. Imelda Eloisa Galvan was a mere awardee of the lot from the NAPICO Homeowners Association XIII, Inc. Petitioner emphasized that she complied with the tedious process in order to perfect her rights over the property, and she was still paying monthly amortization to the NAPICO Homeowners Association XIII, which remits the payment to the National Home Mortgage Corporation.

In short, petitioner claims that she is a buyer in good faith and for value of the rights to the property, and upon notice to the lot owner NAPICO Homeowners Association XIII, Inc. and payment of Ma. Imelda Eloisa Galvan's arrears, the rights of Galvan to purchase the property was transferred to her, and she is still paying the purchase price to the said Association. Thus, she has a better right of possession over respondent, who failed to inform the NAPICO Homeowners Association XIII, Inc. for an unreasonable length of time of her rights over the property.

The contention of petitioner does not persuade.

To reiterate, Ma. Imelda Eloisa Galvan transferred her rights over the subject property to petitioner on July 28, 2003. At that time, she had already lost her rights to the property, as Ruth Cabrera acquired her rights by virtue of the Certificate of Sale dated February 28, 1998. In addition, Ruth Cabrera transferred her rights to the property to

respondent through the Deed of Transfer and Assignment of Rights on February 23, 2001, which is two years earlier than the transfer to petitioner.

Consequently, petitioner cannot be considered a buyer in good faith, because respondent was already in possession of the subject property at the time Ma. Imelda Eloisa Galvan conveyed her rights over the property to petitioner. It is settled rule that a buyer of real property that is in the possession of a person other than the seller must be wary and should investigate the rights of the person in possession.[35] Otherwise, without such inquiry, the buyer can hardly be regarded as a buyer in good faith.[36]

Since respondent was already in possession of the subject property at the time Ma. Imelda Eloisa Galvan transferred her rights over the property to petitioner, petitioner was obliged to investigate respondent's rights over the property vis-a-vis that of the seller. Petitioner cannot be considered a buyer in good faith for her failure to make such inquiry.

The Court notes that respondent's rights over the property are the same rights, interest and claim of then lot claimant Ma. Imelda Eloisa Galvan to the property as of the time of the levy.[37] It appears that respondent failed to inform the NAPICO Homeowners Association XIII, Inc. of her rights in order to facilitate substitution and assumption of payment of the purchase price, while petitioner accomplished the same. However, this development, insofar as the instant case is concerned, does not detract from the finding that respondent is entitled to the right of possession of the subject property.

The sole issue for resolution in an unlawful detainer case is physical or material possession.[38] Courts in ejectment cases decide questions of ownership only as it is necessary to decide the question of possession.[39] The reason for this rule is to prevent the defendant from trifling with the summary nature of an ejectment suit by the simple expedient of asserting ownership over the disputed property.[40]

The Court's adjudication of ownership in an ejectment case is merely provisional, and it will not bar or prejudice an action between the same parties involving title to the property, if and when such action is brought seasonably before the proper forum.[41]

WHEREFORE, the petition for review on certiorari is DENIED. The Decision of the Court of Appeals, dated May 25, 2007, in CA-G.R. SP No. 97714 is hereby AFFIRMED.

Costs against petitioner.

SO ORDERED.

Carpio, (Chairperson), Nachura, Abad, and Mendoza, JJ., concur.

[1] Under Rule 45 of the Rules of Court.

[2] Also referred to as Merfelina in the CA Decision.

[3] Referred to as lot 32, Block 5, Zone (Lane) 4, Phase 3 in the MeTC Decision (Records, p. 115), while it is identified as Lot No. 37, Block 9 of NAPICO Homeowners Association XIII, Inc., Exhibit "R," records, p. 97.

[4] Exhibit "O," records, p. 91.

[5] Deed of Absolute Sale, Exhibit "P," id. at 94.

[6] Exhibit "R," id. at 97.

- [7] Docketed as Civil Case No. 10853.
- [8] Exhibit "C," records, p. 68.
- [9] Exhibit "D," id. at 69.
- [10] Exhibit "F," id. at 72.
- [11] Exhibit "E," id. at 70.
- [12] Exhibit "G," id. at 73.
- [13] Exhibit "H," id. at 74.
- [14] Exhibit "I," id. at 76.
- [15] Exhibit "J," id. at 78.
- [16] Records, p. 23.
- [17] MeTC Decision, id. at 117-119.
- [18] Docketed as Civil Case No. 7813.
- [19] Records, p. 30.
- [20] Annex "D," id. at 35.
- [21] Also referred to as Ruth Cabrera-Mendoza.
- [22] Annex "A," records, p. 27.
- [23] Records, p. 123.
- [24] Id. at 272.
- [25] Heirs of the Late Faustina Adalid v. Court of Appeals, G.R. No. 122202, May 26, 2005, 459 SCRA 27, 38.
- [26] 457 Phil. 305 (2003).
- [27] Id. at 312.
- [28] 449 Phil. 754, 763-764 (2003).
- [29] Rollo, p. 59.
- [30] Id. at 61-62.
- [31] Records, p. 110.
- [32] Annex "C," Waiver of Rights on Lot, id. at 10.
- [33] Annex "A," id. at 27.
- [34] Records, p. 10.
- [35] Rufloe v. Burgos, G.R. No. 143573, January 30, 2009, 577 SCRA 264.
- [36] Id.
- [37] Rule 39, Sec. 33. Deed and possession to be given at expiration of redemption period; by whom executed or

given. - x x x

Under the expiration of the right of redemption, the purchaser or redemptioner shall be substituted to and acquire all the rights, title, interest and claim of the judgment obligor to the property as of the time of the levy.

[38] Soriente v. Estate of the Late Arsenio E. Concepcion, G.R. No. 160239, November 25, 2009, 605 SCRA 315.

[39] Id.

[40] Id.

[41] Id.

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