

PASCUAL PURISIMA, JR., LEONARDO PURISIMA, EUFRATA PURISIMA, AND ESTELITA DAGUIO, PETITIONERS, VS. MACARIA PURISIMA AND SPOUSES ERLINDA AND DANIEL MEDRANO, RESPONDENTS.

G.R. No. 200484. November 18, 2020

Ponente: HERNANDO, J.

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HERNANDO, J.:

On appeal is the September 23, 2011 Decision[1] of the Court of Appeals (CA) in CA-G.R. CV No. 92001, reversing and setting aside the September 8, 2008 Decision[2] of the Regional Trial Court (RTC), Branch 11 of Tuao, Cagayan in Civil Case No. 355-T which dismissed the complaint for reconveyance, cancellation and quieting of title of herein respondents.

Factual antecedents:

On November 8, 1999, Macaria Purisima (Macaria) and the Spouses Erlinda and Daniel Medrano (Spouses Medrano; respondents, collectively) filed a complaint[3] for reconveyance, cancellation and quieting of title against their late brother's heirs, Pascual Purisima, Jr. (Purisima Jr.), Leonardo Purisima, Eufрата Purisima and Estelita Daguiο, (collectively, petitioners).

Respondents alleged that their brother, Pascual Purisima Sr. (Pascual Sr.), owned Lot 71, PLS-631-D located in Cagumitan, Tuao, Cagayan. However, sometime in 1960, Pascual Sr. sold portions of the aforesaid property to respondents to answer for his medical bills.[4]

At the time of the sale, the whole land was not yet titled but it was surveyed for a patent application under Purisima Sr.'s name by the Land Management Bureau on April 21, 1960. The following portions that were sold to the respondents were thus identified:[5]

Lot 71-A, Pls-D containing an area approximately Three Thousand Five Hundred and Seven (3,507) square meters, and;

Lot 71-B, Pls-631-D containing an area of Three Thousand Five Hundred Twenty-Five (3,525) square meters.[6]

Banking on mutual trust, the survey as well as the sale was not recorded by the parties. Since the 1960s and prior to the death of Purisima Sr. on April 12, 1971, respondents had been in open, continuous and exclusive possession of the apportioned properties. They had been paying realty taxes[7] thereon and had their own tenants tilling their respective portions of land.

On September 19, 1978, petitioners, as heirs of Pascual Sr., executed an Extrajudicial Settlement of Estate of Deceased, Pascual Purisima and Sale[8] over the unregistered property of their father which included the sale of the properties apportioned to the respondents.[9]

On December 16, 1991 Purisima Jr. was granted Free Patent No. 021528- 91-2459 under the name of "Heirs of Pascual Sr.". The free patent covered the whole of Lot 71, including the portions that were already sold to the respondents.[10]

On August 17, 1992, the Free Patent was later on registered with the Registry of Deeds of Tuao, Cagayan and Original Certificate of Title (OCT) No. P-5968[11] was issued in favor of the "Heirs of Pascual Purisima Sr. rep. by Pascual Purisima Jr.". [12]

Upon learning of the inclusion of their land in the extrajudicial settlement, respondents repeatedly requested Purisima Jr. to surrender OCT P-5968 in order to annotate the Extrajudicial Settlement of Estate of Deceased, Pascual Purisima, Sr. and Sale, register the previous subdivision plan and finally secure their own titles covering their respective lots.[13]

However, petitioners ignored respondents' pleas and despite barangay conciliation proceedings, the parties failed to reach an amicable settlement.[14] Hence, respondents filed a case before the RTC to remove the cloud on their title over the apportioned lots and for their ownership to be not disturbed.[15]

The petitioners, on the other hand, countered that there was no sale that transpired at any given time. The amounts given by the respondents were due to the fact that their father was sick.[16]

Admittedly, while they all signed the Extrajudicial Settlement of Estate of Deceased, Pascual Purisima, Sr. and Sale, they did not understand its import and were convinced by the respondents, their aunts, that the document was merely an evidence of their indebtedness. They did not appear before a notary public in the execution thereof nor were they given a copy of the said document. [17]

Purisima Jr. further testified that he went through the legal process of applying for a free patent and the eventual obtainment of OCT. Throughout the whole process he did not hear of any complaints from the respondents.[18]

The only time that petitioners allowed the respondents to take possession of the property was only after the issuance of the OCT already and even then, it was by mere tolerance and as a form of payment for the financial help that respondents extended to their father.[19]

Ruling of the Regional Trial Court:

After due hearings, the RTC rendered a Decision dismissing the complaint for lack of written evidence of sale of the properties. The trial court further held that even if there were a sale that transpired, it was not enforceable since it was not embodied in a written document.[20] The dispositive portion of the September 8, 2008 RTC Decision reads:

WHEREFORE, in view of all the foregoing, the Court finds that the evidence on record preponderates in favor of the defendants and against the plaintiffs and hereby orders the above-entitled case DISMISSED. The counterclaim is also DISMISSED. No pronouncement as to costs.

SO ORDERED.[21]

Ruling of the Court of Appeals:

The appellate court gave credence to the evidence presented by the respondents and found that the reconveyance of the apportioned properties was proper.[22]

The CA held that the respondents were the rightful owners of the apportioned lots that have been included in OCT No. P-5968. The 1978 Extrajudicial Settlement of Estate of Deceased, Pascual Purisima, Sr. and Sale confirmed that the apportioned properties were sold to the respondents and the signatures of the petitioners therein clearly

signified their conformity to the sale. While petitioners contend that they were persuaded by the respondents to sign the deed due to the misrepresentation by the latter that it was a mere deed of real estate mortgage, they nevertheless did not dispute its validity and due execution.[23] This fact weighs heavily against them.

More importantly, the trial court erred in concluding that the 1960 sale was void since it was not reduced into writing. The Statute of Frauds, which requires a written instrument for the enforceability of certain contracts, applies only to executory contracts, not to consummated contracts. The 1960 sale has been consummated as evidenced by its express recognition in the 1978 Extrajudicial Settlement of Estate of Deceased, Pascual Purisima, & and Sale.[24]

While the certificate of title in favor of the petitioners can be regarded as indefeasible and binding to the whole world, it still did not create or vest a title on them. Hence, reconveyance in this case was proper and since respondents were in possession of the property, the action for reconveyance would be imprescriptible.[25] The dispositive portion of the appellate court's Decision stated:

IN LIGHT OF THE FOREGOING, premises considered, the instant appeal is GRANTED. Accordingly, the Decision of the RTC, Branch 11 of Tuao, Cagayan promulgated on September 8, 2008 in Civil Case No. 355-T is hereby REVERSED and SET ASIDE. Thus, herein defendants-appellees are hereby ordered to transfer ownership and place in possession herein plaintiffs-appellants to the parcels of land belonging to the latter, specifically Lots 71-A & 71-B situated at Cagumitan, Tuao, Cagayan.

SO ORDERED.[26] (Emphasis in the original)

Aggrieved, petitioners brought the case before Us, raising the following.

Issues

I. The Honorable [CA] gravely and seriously erred by failing to notice certain relevant facts, which, if properly considered, will justify a different conclusion and by misappreciating the facts in ruling that there was a sale on the strength of the 1978 Extra Judicial Settlement [of Estate and Deed of] Sale.

II. The Honorable [CA] gravely and seriously erred in predicating its finding of sale on the 1978 Extra Judicial Settlement [of Estate and Deed of] Sale since said document is a mere confirmation of the alleged 1960 Sale which is null and void.

III. The Honorable [CA] gravely and seriously erred in allowing an attack on petitioners['] title when said title was already indefeasible.[27]

Our Ruling

The Petition is denied.

We emphasize at the outset that a Petition for Review on Certiorari is a remedy under the law which is confined to settling questions of law and not questions of facts. The settled rule is that only questions of law may be raised in a petition under Rule 45 of the Rules of Court. It is not this Court's function to analyze or weigh all over again evidence already considered in the proceedings below, our jurisdiction being limited to reviewing only errors of law that may have been committed by the lower court. Thus, the resolution of factual issues is the function of the lower courts, whose findings on these matters are received with respect. However, this Court may take exceptions when:

(1)

the conclusion is grounded on speculations, surmises or conjectures;

(2)

the inference is manifestly mistaken, absurd or impossible;

(3)

there is grave abuse of discretion;

(4)

the judgment is based on a misapprehension of facts;

(5)

the findings of fact are conflicting;

(6)

there is no citation of specific evidence on which the factual findings are based;

(7)

the findings of absence of fact are contradicted by the presence of evidence on record;

(8)

the findings of the CA are contrary to those of the trial court;

(9)

the CA manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion;

(10)

the findings of the CA are beyond the issues of the case; and

(11)

such findings are contrary to the admissions of both parties.[28]

A question of fact requires this Court to review the truthfulness or falsity of the allegations of the parties. This review includes assessment of the "probative value of the evidence presented." There is also a question of fact

when the issue presented before this Court is the correctness of the lower courts' appreciation of the evidence presented by the parties.[29] Delving on questions of facts is merely discretionary on this Court and subject only to the limited exceptions as stated above. Hence, petitioners must not merely allege the grounds for exceptions but must fully explain why the rule must be relaxed.

It should bear stressing that while the factual findings of the appellate court are contrary to those of the trial court, this alone does not automatically warrant a review of factual findings by this Court.[30] In *Uniland Resources v. Development Bank of the Philippines*,[31] we held:

It bears emphasizing that mere disagreement between the Court of Appeals and the trial court as to the facts of a case does not of itself warrant this Court's review of the same. It has been held that the doctrine that the findings of fact made by the Court of Appeals, being conclusive in nature, are binding on this Court, applies even if the Court of Appeals was in disagreement with the lower court as to the weight of evidence with a consequent reversal of its findings of fact, so long as the findings of the Court of Appeals are borne out by the record or based on substantial evidence. While the foregoing doctrine is not absolute, petitioner has not sufficiently proved that his case falls under the known exceptions.[32] (Citations omitted, Emphasis Ours)

Here, the issues raised by the petitioners essentially ask this Court to review the evidence presented during the trial. Clearly, this is not the role of this Court because the issues presented are factual in nature. Petitioners allege that the CA and RTC made conflicting factual findings and that the appellate court failed to notice certain relevant facts which if properly considered, would justify a different conclusion. They also aver that the CA's findings of fact are contradicted by the evidence.[33] A careful review of the Petition, however, reveals that the petitioners utterly failed to substantiate their arguments. On this ground alone, the Petition must be denied.

Nevertheless, even if we relax the rules and review the Petition on its merits, it would still fail. The RTC and the CA were one in finding that there was a consideration in the 1960 sale between Purisima, Sr., on the one hand, and the respondents, on the other hand. While both lower courts agreed that indeed the respondents had given monetary consideration to the deceased Purisima, Sr. during his lifetime, variance on its application arose.

All the same, we subscribe to the findings of the trial court that indeed there was a valid consideration in the sale that transpired in 1960.[34] The testimonies of the parties were consistent that Purisima Sr.[35] received the amounts for the purchase of the apportioned lots. Further, respondents at the outset have already established that payments were made because Purisima, Sr. was in dire need of money due to his poor health condition.[36] We do not see how this would affect or be in conflict with the validity of the payment already given. Hence, for all intents and purposes, payment for the purchase price of the property was already given.

The CA was likewise correct in not applying the Statute of Frauds in the case at bar. The Statute of Frauds affects merely the enforceability of the contract. In the early case of *Iñigo v. Estate of Adriana Maloto*,[37] this Court elucidated on when the Statute of Frauds vis-a-vis a contract of sale would be inapplicable:

By Article 1403 (2) (e) of the Civil Code, a verbal contract for the sale of real property is unenforceable, unless ratified. For such contract offends the Statute of Frauds. But long accepted and well settled is the rule that the Statute of Frauds is applicable only to executory contracts - not to contracts either totally or partially performed. The complaint here states that the deceased Adriana Maloto sold the disputed house and land to plaintiff; that consideration thereof was paid; that by reason of such sale, plaintiff performed acts of ownership thereon. The facts thus alleged are constitutive of a consummated contract. It matters not that neither the receipt for the consideration nor the sale itself was in writing. Because "oral evidence of the alleged consummated sale of the land" is not forbidden by the Statute of Frauds and may not be excluded in court.[38] (Emphasis Ours; Citations omitted)

As it is, the 1960 oral sale was already fully consummated as evidenced by the 1978 Extrajudicial Settlement of

Estate of Deceased, Pascual Purisima, & and Sale[39] which was undisputed and acknowledged by the petitioners themselves, and as established by the pieces of evidence presented by the respondents such as the testimonies of their tenants and other documentary evidence.[40]

There can be no escaping the fact that the sale between the respondents and Purisima Sr. was consummated and that the Statute of Frauds has no application in the case. Verily, a contract of sale, whether oral or written, is classified as a consensual contract, which means that the sale is perfected by mere consent and no particular form is required for its validity. The 1960 oral sale thus stands and all its consequences under the law are thus binding to the parties and their successors-in-interest.

Consequent to every sale is the transfer of ownership in exchange for a price paid or promised. This may be gleaned from Article 1458 of the Civil Code which defines a contract of sale as follows:

Art. 1458. By the contract of sale one of the contracting parties obligates himself to transfer the ownership and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent. (Emphasis Ours)

Inevitably then, the transfer of the properties to respondents arising from the 1960 sale by Purisima Sr. of the apportioned properties effectively vested ownership to the respondents from that time. Inasmuch as there was no dispute as to the fact that the apportioned properties were in the possession of the respondents, the CA correctly ordered its reconveyance to the respondents, notwithstanding the subsequent issuance of the OCT in favor of the petitioners. We quote with approval the findings of the CA:

While the certificate of title in favor of defendants-appellees is indefeasible, unassailable and binding against the whole world, including government itself, it does not create or vest title. It merely confirms or records title already existing and vested. It cannot be used to protect a usurper from the true owner, nor can it be used as shield for the commission of fraud; neither does it permit one to enrich himself at the expense of others. Although a review of the decree of registration is no longer available on account of the expiration of the one-year period from entry thereof, an equitable remedy is still available to plaintiffs-appellants who were "wrongfully deprived of their property, i.e., to compel defendants-appellees to reconvey the property to the former, provided that the same has not yet been transferred to innocent persons for value.

In a number of cases, the Court has ordered reconveyance of property to the true owner or to one with a better right, where the property had been erroneously or fraudulently titled in another person's name. After all, the Torrens system was not designed to shield and protect one who had committed fraud or misrepresentation and thus holds the title in bad faith. The registered property is deemed to be held in trust for the real owners by the person in whose name it has been registered. In this action for reconveyance, the decree of registration is respected as incontrovertible. What is sought instead is the transfer of the property, in this case, the title thereof, which has been wrongfully or erroneously registered in another person's name to its rightful and legal owners.

An action for reconveyance of property based on an implied or constructive trust is the proper remedy of an aggrieved party whose property had been erroneously registered in another's name. The prescriptive period for the reconveyance of registered property is ten years, reckoned from the date of the issuance of the certificate of title. However, the ten-year prescriptive period for an action for reconveyance is not applicable where the complainant is in possession of the land to be reconveyed and the registered owner was never in possession of the disputed property. In such a case, the action for reconveyance filed by the complainant who is in possession of the disputed property would be in the nature of an action to quiet title which is imprescriptible.[41]

All told, we find no error on the part of the appellate court as to its assailed Decision. All the factual issues raised by the petitioners were already squarely addressed by the said court.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The September 23, 2011 Decision of the Court of Appeals in CA-G.R. CV No. 92001 is hereby AFFIRMED. Costs on petitioners.

SO ORDERED.

Leonen (Chairperson), Inting, Delos Santos, and Rosario, JJ., concur.

[1] Rollo, pp. 31-44; penned by Associate Justice Franchito N. Diamante and concurred in by Associate Justices Josefina Guevara-Salonga and Ramon R. Garcia.

[2] Id. at 51 -58; penned by Judge Orlando D. Beltran.

[3] Records, pp. 1-5.

[4] Rollo, p. 80.

[5] Records, p. 2.

[6] Id. at 1.

[7] Id. at 11.

[8] Id. at 6.

[9] Id. at 2.

[10] Id. at 2-3.

[11] Id. at 18.

[12] Id.

[13] Id. at 3.

[14] Id.

[15] Id. at 3-4.

[16] Id. at 32.

[17] Id.

[18] Id. at 31-32.

[19] Id. at 32.

[20] Rollo, pp. 55-56

. [21] Id. at 58.

[22] Id. at 35.

[23] Id. at 35-36.

[24] Id. at 36-37.

[25] Id. at 39.

[26] Id. at 42-43.

[27] Id. at 12.

[28] Bernas v. The Estate of Felipe Yu Han Yat, G.R. Nos. 195908 & 195910, August 15, 2018.

[29] Ignacio v. Ragasa, G.R. No. 227896, January 29, 2020.

[30] See Pascual v. Burgos, 776 Phil. 167, 188 (2016).

[31] 277 Phil. 839 (1991).

[32] Id. at 844.

[33] Rollo, p. 4.

[34] Id. at 56.

[35] TSN, January 15, 2003, p. 8; TSN, December 13, 2005, pp. 13-16.

[36] Records, p. 2.

[37] 128 Phil. 279 (1967).

[38] Id. at 281-282.

[39] Records, p. 6.

[40] Rollo, pp. 52-53; 83-84.

[41] Id. at 37-39.

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