

**GIL MACALINO, JR., TERESITA MACALINO, ELPIDIO MACALINO,
PILAR MACALINO, GILBERTO MACALINO, HERMILINA MACALINO,
EMMANUEL MACALINO, EDELINA MACALINO, EDUARDO
MACALINO, LEONARDO MA...**

G.R. No. 204056. June 01, 2016

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

This Petition for Review on Certiorari assails the September 20, 2012 Decision[1] of the Court of Appeals (CA) in CA-G.R. CV No. 02893 which granted respondent Artemio Pis-an's (Artemio) appeal and set aside the December 12, 2008 Decision[2] of the Regional Trial Court (RTC) of Negros Oriental, Dumaguete City, Branch 40 in Civil Case No. 13725.

Factual Antecedents

Under Original Certificate of Title (OCT) No. 2393-A, Emeterio Jumento (Emeterio) was the owner of the half portion, and his children Hospicio Jumento (Hospicio) and Severina Jumento (Severina) of the other half in equal shares, of Lot 3154 consisting of 469 square meters and located in Junob, Dumaguete City, Negros Oriental. When Hospicio and Severina died single and without issue, Emeterio as their sole heir inherited the portions pertaining to them and thus became the owner of the whole lot. Subsequently, Emeterio also passed away.

Apparently, the City of Dumaguete built in the 1950's a barangay road which cut across said lot. As a result, Lot 3154 was divided into three portions, to wit: the portion which was converted into a barangay road and the portions on both sides of said barangay road. Sometime in the 1970's, Artemio, a grandson-in-law of Emeterio,[3] commissioned Geodetic Engineer Rodolfo B. Ridad (Engr. Ridad) to survey Lot 3154 so that taxes would be assessed only on the portions of the subject property which remained as private property.[4] Accordingly, Engr. Ridad came up with a sketch plan[5] (sketch plan) where the three portions of Lot 3154 were denominated as Lot 3154-A (the portion on the left side of the road), Lot 3154-B (the portion which was converted into a barangay road), and Lot 3154-C (the portion on the right side of the road). The sketch plan also revealed that the portion occupied by Artemio, i.e., Lot 3154-A as enclosed by points 1, 2, 3, 4, 5, and 6,[6] together with a section of a dried creek, contained an area of 207 square meters.[7]

On May 3, 1995, Artemio and the other heirs of Emeterio executed an Extra Judicial Settlement of Estate and Absolute Sale[8] (Absolute Sale) adjudicating among themselves Lot 3154 and selling a 207-square meter portion of the same to the spouses Wilfredo and Judith Sillero (spouses Sillero). The document, did not, however, identify the portion being sold as Lot No. 3154-A but simply stated as follows:

That for and in consideration of the sum of TWELVE THOUSAND PESOS (P12,000.00) Philippine currency to them in hand paid by spouses WILFREDO SILLERO and JUDITH SILLERO, both of legal age, Filipino, with residence at Taclobo, Dumaguete City, the aforementioned heirs hereby SELL, TRANSFER and CONVEY absolutely and unconditionally, unto the said WILFREDO SILLERO and JUDITH SILLEROW

their heirs and assigns a portion of the above-described parcel of land [Lot 3154] which is TWO HUNDRED SEVEN (207) square meters and which shall have access to and [to which] belong the existing road right of way, together with the building and improvements thereon.[9]

The spouses Sillero, immediately after the sale, fenced Lot No. 3154-A and built a house thereon. Not long after, they sold Lot 3154-A to petitioner Gil Macalino, Jr. (Gil) by virtue of a Deed of Sale[10] (Deed of Sale) dated December 27, 1996 which states in part, viz.:

The Vendors are the absolute owners of TWO HUNDRED SEVEN (207) square [meter-part] of [L]ot 3154 x x x known as Sub[-]lot 3154-A x x x [T]he whole [L]ot 3154 is covered by Original Certificate of Title No. 2393-A situated at Junob, Dumaguete City and more particularly described as follows:

ORIGINAL CERTIFICATE OF TITLE NO. 2393-A

A parcel of land (Lot No. 3154 of the Cadastral Survey of Dumaguete) with the improvements thereon, situated in the Municipality of Dumaguete. Bounded on the NE., and N., by Lot No. 3153; on the SE., by a road; and on the SW., by a sapa. Containing an area of FOUR HUNDRED and SIXTY NINE (469) SQUARE METERS, more or less, including [a] house under Tax Dec. No. 93-022-1587

having been acquired by purchase in a document known as Extrajudicial Settlement of Estate and Absolute Sale x x x.

For and in consideration of the sum of TWO HUNDRED TEN THOUSAND PESOS ONLY, Philippine currency paid by the Vendee to the Vendors, receipt whereof is hereby acknowledged by the VENDORS to their complete and entire satisfaction, [Vendors] hereby SELL, CEDE, TRANSFER, and CONVEY unto the Vendee, his heirs, successors, and assigns the TWO HUNDRED SEVEN (207)[-]square meter [portion] of the above-described [L]ot 3154 which x x x portion is now known as SUBLOT 3154-A, absolutely and unconditionally, and free from any lien or encumbrance;[11]

On July 2, 1998, Transfer Certificate of Title (TCT) No. 27658[12] in the names of Artemio and the other heirs of Emeterio was issued in lieu of OCT No. 2393-A. Annotated therein was the sale made by the heirs of Emeterio to the spouses Sillero and also of the latter to Gil.[13]

Intending to have Lot 3154-A registered in his name, Gil caused the survey of the same by Geodetic Engineer Rilthe P. Dorado (Engr. Dorado) sometime in 1998.[14] Engr. Dorado, however, discovered that the portion occupied by Gil consists of 140 square meters only and not 207.[15] Believing that he was deceived, Gil filed a complaint for estafa against the spouses Sillero.[16]

On January 31, 2001, the Land Management Bureau issued an approved Subdivision Plan[17] (Subdivision Plan) wherein Lot 3154 was subdivided into four sub-lots, to wit: (1) Lot 3154-A with an area of 140 square meters; (2) Lot 3154-B or the existing barangay road with an area of 215 square meters; (3) Lot 3154-C with an area of 67 square meters; and (4) Lot 3154-D with an area of 47 square meters. Notably, the Subdivision Plan which was based on the survey conducted by Engr. Dorado refers not only to Lot 3154-A as Gil's property but also to Lot 3154-C. Likewise, the document does not bear the conformity of Artemio and his co-heirs but only that of Gil.

A few years later or on January 18, 2005, Gil, joined by his children and their respective spouses, namely: petitioners Gil Macalino, Jr., Teresita Macalino, Elpidio Macalino, Pilar Macalino, Gilberto Macalino, Hermilina Macalino, Emmanuel Macalino, Edelina Macalino, Eduardo Macalino, Leonardo Macalino, Eillane Macalino, Apollo Macalino, Ma. Fe Macalino, and Hilda Macalino, filed against Artemio a Complaint for Quieting of Title and Damages[18] with the RTC, docketed as Civil Case No. 13725.

Ruling of the Regional Trial Court

Petitioners claimed that the 207-square meter property sold by the spouses Sillero to Gil consists of Lot 3154-A with an area of 140 square meters and Lot 3154-C with an area of 67 square meters. In February 2003, however, Artemio built a pig pen on Lot 3154-C. When confronted by Gil, Artemio simply ignored him. Gil thus brought the matter to the barangay but since conciliation proved futile, petitioners filed the said Complaint in order to quiet their title over Lot 3154-C and seek for damages.[19]

Artemio denied petitioners' allegations. He asserted that the portion sold to the spouses Sillero was limited to the area enclosed by points 1, 2, 3, 4, 5, and 6 denominated as Lot No. 3154-A in the sketch plan. Accordingly, only the said area was occupied and possessed by the said spouses as in fact, they fenced the perimeter covered only by the aforementioned points. Logically, therefore, what the spouses Sillero sold to Gil was also the same and exact property. And granting that the subject property has an area less than 207-square meters, Gil only has himself to blame since he did not exercise the diligence required of a buyer. Besides, the sale between Gil and the spouses Sillero was for a lump sum, hence the former cannot complain that the property delivered to him was lacking in area. At any rate, Gil has no cause of action against Artemio since the latter was not privy to the contract between the former and the spouses Sillero. Anent the Subdivision Plan, Artemio argued that the same does not bind him as it was made without his knowledge and consent.[20]

After trial, the RTC in its Decision[21] of December 12, 2008 ruled as follows:

The Extra-judicial Settlement of Estate and Absolute Sale dated May 3, 1995 and the Deed of Sale dated December 27, 1996 are common exhibits of the parties and admitted as such conveyances by them. On the basis of these documents, x x x Gil Macalino asserts that he is in fact the owner of a 207 square meter portion of Lot 3154, particularly Lots 3154-A (140 square meters) and 3154-C (67 square meters) of the approved subdivision plan. This is disputed by [Artemio] who argues that the Deed of Sale dated December 27, 1996, from Wilfredo and Judith Sillero to Gil Macalino, particularly states that they were selling a 207 square meter portion 'known as subplot 3154-A'. Due to this phrase, [Artemio] argues that the sale was for a lump sum, presuming that Gil Macalino only intended to buy Lot 3154-A and cannot claim the difference from Lot 3154-C. [Artemio] further asserts that there is no privity of contract between Gil Macalino and [Artemio] because the contract is between Gil Macalino and Wilfredo and Judith Sillero.

In the Extra-judicial Settlement of Estate and Absolute Sale dated May 3, 1995, [Artemio], as one of the signatories categorically avowed that he was selling 207 square meters of Lot 3154 to Wilfredo and Judith Sillero. This conveyance did not identify the portion sold as Lot 3154-A.

As a consequence, [Artemio] divested himself of any interest in a 207[-] square meter portion of Lot 3154 as early as May 3, 1995 when he signed the Extra-judicial Settlement of Estate [and Absolute Sale]. In signing such deed, he is now estopped from disavowing that he conveyed a lesser area to x x x Wilfredo and Judith Sillero.

The identification of the portion sold as Lot 3154-A is found only in the subsequent Deed of Sale dated December 27, 1996, which is the conveyance of the 207 square meter portion by Wilfredo and Judith Sillero to Gil Macalino. Under the principle of privity of contracts, only the Silleros can claim that they sold Lot 3154-A consisting of 140 square meters only and not 207 square meters. In truth however, the Deed of Sale by the Silleros provides that they were selling 207 square meters of Lot 3154. The deed did not state that the Silleros were selling Lot 3154-A. This then lends to the conclusion that this was not a sale by lump sum but by square meters, x x x

xxxx

WHEREFORE, premises considered, Judgment is rendered in favor of x x x Gil Macalino against [Artemio], declaring x x x Gil Macalino x x x the rightful owner of Lot 3154-A and Lot 3154-C of the approved subdivision plan PSD-07-048844.

SO ORDERED.[22]

Aggrieved, Artemio filed a Notice of Appeal[23] which was granted by the RTC in an Order[24] dated February 9, 2009.

Ruling of the Court of Appeals

Artemio argued before the CA that the sale between Gil and the spouses Sillero was for a lump sum. Pursuant, therefore, to Article 1542 of the Civil Code,[25] Gil cannot complain that the property delivered to him by the said spouses was lacking in area. Artemio called attention to the testimony of Judith Sillero (Judith) who categorically declared that what she and her husband bought from Artemio and his co-heirs was the property enclosed by points 1, 2, 3, 4, 5 and 6 identified as Lot 3154-A in the sketch plan and, that it was the same and exact property which they sold to Gil. Judith further said that Gil even inspected the property consisting of a fenced house and lot before he purchased the same. His inspection of the property, however, excluded the lot at the other side of the barangay road (Lot 3154-C) since it was not involved in the subject sale, she and her husband not being the owners thereof.[26]

Petitioners, for their part, fully subscribed to the Decision of the RTC.[27]

In a Decision[28] dated September 20, 2012, the CA concluded that the sale between the spouses Sillero and Gil involved Lot 3154-A only and not Lot 3154-C. The appellate court gave weight to Judith's testimony and to the fact that the Deed of Sale between the spouses Sillero and Gil expressly identified the lot subject thereof as Sub-lot 3154-A. The CA further ruled that contrary to the ruling of the RTC, the sale between Gil and the spouses Sillero was for a lump sum and not by square meter since the said deed showed that the purchase price agreed upon was based on a predetermined area of the lot (albeit erroneous since what was sold was actually 140 square meters only) and not on a per square meter basis. The dispositive portion of the CA Decision therefore reads:

WHEREFORE, premises considered, the Appeal is GRANTED. The Decision dated December 12, 2008 of the Regional Trial Court (RTC), Branch 40, Dumaguete City in Civil Case No. 13725, is hereby SET ASIDE. Defendant-appellant Artemio Pis-an is declared as the true and legal owner of the Sixty Seven (67) square meter lot known as Lot 1354-C situated at Northern Junob, Dumaguete City.

SO ORDERED.[29]

Hence, this Petition for Review on Certiorari.

The Parties' Arguments

Petitioners reiterate the ratiocination of the RTC that since the Absolute Sale merely stated that Artemio and his co-heirs were selling a 207-square meter portion of Lot 3154 and did not identify the portion being sold as Lot 3154-A, Artemio, by virtue of the said document, had already divested himself of any interest to such an extent (207 square meters) of Lot 3154. Thus, he cannot now lay a claim on Lot 3154-C, the area of which (67 square meters) if added to the area of Lot 3154-A (140 square meters), totals 207 square meters. Besides, Artemio is already estopped from claiming Lot 3154-C since as early as 1996, petitioners already occupied and possessed the said sub-lot by making use of the gravel, soil and stones found therein. In fact in one instance, Artemio asked Gil why the latter was hollowing out the stones and gravels from Lot 3154-C and when Gil answered that it was his lot anyway since the same was included in his purchase from the spouses Sillero, Artemio did not say or do anything.[30]

Artemio, on the other hand, basically reiterates the arguments he advanced before the CA.

Our Ruling

There is no merit in the Petition.

Essentially, the Court is tasked to resolve who between petitioners and Artemio has a right over Lot 3154-C. For this determination, one pivotal question must be answered, i.e., did the sale between the spouses Sillero and Gil include Lot 3154-C? The Court finds in the negative.

It is necessary to determine the true intention of the parties to the instruments relevant to this case.

Petitioners, in order to further their case, rely on the failure of the Absolute Sale to state that the 207-square meter portion conveyed by Artemio and his co-heirs to the spouses Sillero was Lot 3154-A. Artemio, on the other hand, puts emphasis on the fact that the Deed of Sale between Gil and the spouses Sillero expressly stated that the lot subject of the sale was Lot 3154-A only. Plainly, the parties' respective arguments hinge on two relevant documents which they adopted as common exhibits - (1) the Absolute Sale subject of which, among others, is the conveyance made by Artemio and his co-heirs to the spouses Sillero; and (2) the Deed of Sale between the spouses Sillero and Gil. It is worthy to note that there is no dispute regarding the contents of these documents, that is, neither of the parties contests that the Absolute Sale did not state that the 207-square meter portion sold to the spouses Sillero was Lot 3154-A nor that the Deed of Sale between Gil and the spouses Sillero expressly mentioned that the subject of the sale between them was Lot 3154-A. What is really in issue therefore is whether the admitted contents of the said documents adequately and correctly express the true intention of the parties to the same. It has been held that "[w]hen the parties admit the contents of written documents but put in issue whether these documents adequately and correctly express the true intention of the parties, the deciding body is authorized to look beyond these instruments and into the contemporaneous and subsequent actions of the parties in order to determine such intent."^[31] In view of this and since the Parol Evidence Rule^[32] is inapplicable in this case,^[33] an examination of the parties' respective parol evidence is in order. Indeed, examination of evidence is necessarily factual^[34] and not within the province of a petition for review on certiorari^[35] which only allows questions of law to be raised. However, this case falls under one of the recognized exceptions to such rule, i.e., when the CA's findings are contrary to that of the trial court.^[36]

The subject of the sale between Artemio and his co-heirs and the spouses Sillero was Lot 3154-A only.

As mentioned, the Absolute Sale did not specifically indicate that Artemio and his co-heirs were conveying to the spouses Sillero Lot 3154-A. It simply stated that they were selling to the said spouses a 207-square meter portion of Lot 3154. However, there should be no question that the sale was only specific to Lot 3154-A since none other than the parties to the said transaction acknowledged this. At any rate, the testimonial evidence presented by Artemio sufficiently supports the conclusion that what was sold to the spouses Sillero was indeed Lot 3154-A only.

Judith testified that since Lot 3154 consisted of 469 square meters and Artemio and his co-heirs were selling only a portion thereof, Artemio presented to her and her husband a sketch plan prior to their purchase. Artemio pointed to the portion being sold as enclosed by points 1, 2, 3, 4, 5, 6, and identified as Lot 3154-A.^[37] Immediately after the sale, Judith and her husband occupied Lot 3154-A, introduced a house thereon and built a fence around it.

For his part, Rolando Pis-an (Rolando), Artemio's son and co-heir, stated during trial that the spouses Sillero never took possession of Lot 3154-C or of any other portion of Lot 3154 except for Lot 3154-A.^[38] In fact, the nipa hut he built on Lot 3154-C in 1993 remained standing there even after the sale transaction with the spouses

Sillero in 1995 and until the time of the trial.[39] Also, subsequent to 1995, Rolando planted various kinds of trees on Lot 3154-C[40] without any objection on the part of the spouses Sillero.

In view of the above, it cannot be any clearer that the portion of Lot 3154 subject of the Absolute Sale between Artemio and his co-heirs and the spouses Sillero was Lot 3154-A only.

The sale transaction between the spouses Sillero and Gil likewise pertains to Lot 3154-A only.

Since what the spouses Sillero bought from Artemio and his co-heirs was Lot 3154-A, it logically follows that what they sold to Gil was the same and exact property. After all, "no one can give what one does not have. A seller can only sell what he or she owns x x x, and a buyer can only acquire what the seller can legally transfer." [41] Despite this and the categorical statement in the Deed of Sale that the subject of the sale was Lot 3154-A, Gil insists that the sale includes Lot 3154-C.

However, from Gil's Affidavit[-]Complaint[42] which he executed relative to the estafa case he filed against the spouses Sillero, it can be deduced that what he bought from the latter was only Lot 3154-A on which a house stood, viz.:

That sometime on October 25, 1996, I purchased a portion of a piece of land with an area of about 207 square meters, more or less, from the entire [l]ot covered by TCT No. 27658 (Lot No. 3154) owned by Artemio Pis-an with an entire area of about 469 square meters which Artemio Pis-an [i]nherited from Emeterio Jumento x x x;

That after Artemio Pis-an inherited the afore-mentioned Lot No. 3154 (TCT No. 27658), Artemio Pis-an sold about 207 square meters to spouses Wilfredo and Judith Sillero, of legal age, Filipino and residing at Taclobo, Dumaguete City;

That later, Gil Macalino purchased the said portion of about 207 square meters, as aforesaid, on October 25, 1996 together with all the improvements, which included a house which was under construction and made of mixed materials x x x

That in view of the desire of complainant Gil Macalino to register his purchased portion from the entire [L]ot, he [caused] it to be surveyed by Geodetic Engineer Rilthe P. Dorado of the City Engineer's Office, Dumaguete City, sometime in April 1998 x x x

That after 1 week when Geodetic Engineer Dorado surveyed my [l]ot purchased from spouses Sillero, Engineer Dorado stop[p]ed the survey because according to him my purchased [l]ot from spouses Sillero of about 207 square meters, overlapped on the already titled Lot of LUBRUS INC. x x x

That in other words, what was really sold to me by the spouses Wilfredo and Judith Sillero is only with an area of about 140 square meters as shown by the subdivision survey plan of Geodetic Engineer Dorado x x x

That after I learned about my purchased lot that lacked the area of about 67 square meters and especially that the house where I am now residing is built on the area having overlapped with an area of 67 square meters which was sold to me by spouses Sillero, I approached respondent x x x Wilfredo Sillero about the portion which is owned by the aforesaid [c]ompany, GLUBUS INC., but spouses respondents Wilfredo and Judith Sillero answered me sarcastically, that "Wala koy labot ana kay ang gibaligya nako nimo 207 square meters" which means in English (I have nothing to do with that because what [we] sold to you was 207 square meters) xxx[43]

Notably too, the above-quoted allegations are plainly contrary to the claim later made by Gil in this case that the 67-square meter portion of the 207-square meter lot he bought from the spouses Sillero pertains to Lot 3154-C. If

such was the case, there would have been no reason for him to file an estafa case against the spouses Sillero since no portion of the lot sold to him would be lacking. Otherwise stated, the 207-square meter portion he purchased from the spouses Sillero would be complete and intact - with Lot 3154-A consisting of 140 square meters on the left side of the barangay road on which the house where he resides stood, and Lot 3154-C consisting of 67 square meters on the other side, both of which he now claims to be in his possession from the time of sale. Again, however, such contention is clearly belied by Gil's Affidavit[-] Complaint. Besides it bears to mention that when Artemio offered Gil's Affidavit[-] Complaint as part of his evidence,[44] Gil did not deny its existence or the truth of the allegations therein but merely remarked that it is irrelevant.[45]

Moreover, in an effort to convince the Court that Lot 3154-C was included in his sale transaction with the spouses Sillero, Gil testified that when he bought a portion of the 469-square meter Lot 3154, he did not refer to a sketch plan. He merely estimated the measurement of the lot on which the house of the spouses Sillero stood (Lot 3154-A) and the lot across the road (Lot 3154-C) pointed to him by said spouses. By that, he already became satisfied that the combined area of the two lots is 207 square meters. Gil denied seeing the sketch plan where Lot 3154-A was described as enclosed by points 1, 2, 3, 4, 5 and 6. He also claimed that he signed the Deed of Sale on the assumption that the lot on the right side of the barangay road (Lot 3154-C) was included under the denomination "Lot 3154-A" stated in the said deed.[46]

The Court, however, is not convinced of Gil's testimony. It is implausible for a former Provincial Agriculturist like Gil to buy a parcel of land without being conscious of its area, metes and bounds, and location especially considering that what he was buying in this case was a mere portion of a still undivided lot. It is also unlikely for him, if he was indeed also buying Lot 3154-C, to have not inspected the said property but only looked at it from the across the road (from Lot 3154-A). Moreover, the Court could not understand why Gil would sign the Deed of Sale which indicated Lot 3154-A as the only subject thereof when as alleged by him, the agreement involved two separate and different portions of Lot 3154. Obviously, Lot 3154-A and the lot on the other side of the road (Lot 3154-C) are two separate and different portions of Lot 3154 as in fact, they were separated by the barangay road. Common sense, thus, dictates that the two lots cannot fall under a single denomination since they apparently have different technical descriptions. Moreover, what Gil occupied after the sale was Lot

A only. His claimed possession of Lot 3154-C as correctly observed by the CA,[47] is not supported by the evidence on record.

On the other hand, Judith's testimony is more in accord with the clear import of the Deed of Sale and the ordinary course of things. She testified, viz.:

Q After you purchased a portion of Lot 3154 which you said has been identified as [lot] 3154-A enclosed end point 1 to 6, what did you do to the land?

A We developed the land, Sir. We applied [for] fencing permit at the City and we also applied [for] a building permit, Sir.

Q Now what improvements, if any, did you introduce x x x? A Only the fence and also the house, Sir.

Q Now after having built the fence and the house, what happened] to the property and the improvements which you introduce[d]? Did you sell it to anyone?

A After several months, we needed the money [so] we [sold] the property, Sir.

Q Now in what manner did you advertise the intention to sell?

A Thru the daughter[-]in[-]law of Mr. Macalino, Sir. We had advertised that we are going to sell the house and lot, Sir, and this daughter[-]in[-]law of Mr. Macalino [came to us] since Mr. Macalino [was] looking for a

house and lot which he can occupy after his retirement.

Q Now eventually did you and your husband meet Gil Macalino [who] is one of the plaintiffs in this case?

A The first negotiation, Sir, was [with] his daughter[-]in[-]law since Mr. Macalino [was] still in Larena working at that time and when we negotiated the property, it was Mr. Macalino himself.

Q When you negotiated for the sale of the property with Mr. Gil Macalino himself, did he examine the perimeter, the area which you sought to sell?

A Yes. It [was] Mr. Macalino and his family who look[ed] at the property, Sir.

Q Will you please describe how Gil Macalino and his family examine[d] the property?

A He looked at the house [to find out how many rooms it has], the septic tank and also around the house, Sir, and it was quick.

Q How about the perimeter of the fence[,] did Gil Macalino and his family went around to see the perimeter of the fence with the boundaries?

A Yes, Sir, when they were inside.

Q Eventually, was the sale consummated between you and your husband and Gil Macalino?

A After he looked at the property, Sir, we went to see Atty. Lumjod.

Q What happen[ed] at the office of Atty. Lumjod?

A We agreed to the amount of the house and lot and the [payment].

Q Now, was a Deed of Sale eventually made and signed by you and Gil Macalino?

A We have documents, Sir, and it is with Atty. Lumjod.

xxxx

Q Now in the Deed of Sale the description of the property is the whole Lot 3154 which is 469 square meters. Now in the lower portion what you sold was only [lot] 3154-A. Now, what [was] the basis of your [identification of] the portion you sold as [lot] 3154-[] Did you show the Sketch Plan to Gil Macalino?

A Yes. I [showed] x x x him the Sketch Plan

Q That Sketch Plan was the one marked as Exhibit "6"?

A The Sketch Plan which was prepared by Engr. Ridad, Sir. Yes, this is the Sketch Plan [referred to as] Exhibit "6."

Q Now when you agreed with Gil Macalino [regarding] the sale of [lot] 3154-A, was your agreement in lump sum amount or did you sell it in per square meter?

A The whole house and lot, Sir.

Q Now as shown in this Sketch Plan x x x across the road there are x x x words [written] "portion of lot 3154-C["]. Was this included in the sale between the Pis-an family and you and your husband?

A That is not included, Sir.

Q Was this portion [lot] 3154-C included in the sale between you and Gil Macalino?

xxxx

A That is not included.

Q Did you take possession of Lot No. 3154-C?

A No, Sir.

Q Did you turn over possession of [Lot No.] 3154-C to Gil Macalino?

A No, Sir.

Q When you bought [Lot No.] 3154-A, were there improvements on [L]ot 3154-C across the road?

A Yes, there was, Sir. There are trees, gemilina trees and acacia trees.

Q To your knowledge, who introduce[d] those improvements?

A Pis-an, Sir. That is across the road Sir. That is part of the whole lot but it is not included when I bought the property and if we have money, we might buy that property.[48]

The subdivision plan which refers to Lots 3154-A and 3154-C as Gil's properties cannot support petitioners' claimed right over Lot 3154-C

Petitioners cannot rely on the Subdivision Plan describing Lots 3154-A and 3154-C as Gil's properties to support their claimed right over Lot 3154-C. For one, the said subdivision plan does not bear the conformity of Artemio and his co-heirs who remain to be the registered owners of Lot 3154. For another, there is doubt as to who really initiated the survey which led to the issuance of the Subdivision Plan. Gil claims that the same was made through the instance of the City Engineer's Office. When asked, however, of the circumstances surrounding the conduct of the said survey and his supposed participation thereon, Gil prevaricated on his answers.[49] Moreover, petitioners' own witness, Engr. Josephine Antonio, stated during cross-examination that Engr. Dorado, who conducted the survey, undertook the same not on behalf of the City Engineer's Office but in his private capacity, viz.:

Q

Now, Engr. Antonio, x x x, [L]ot No. 3154 appears to be registered in the name of Artemio Pis-an, Eulogio Jumento, Miraflor Pis-an, Jocelyn Pis-an, Lando Pis-an, Leon Pis-an, Llamato Pis-an and Joena Pis-an. My question is, in this subdivision plan submitted, is there any document showing that any of the registered owners of Lot No. 3154 covered by Transfer Certificate of Title No. 27658 appeared to have initiated this survey?

A

Mr. Gil Macalino signed the application form. And this was prepared by Engr. Dorado.

Q

Now, when this was prepared by Engr. Dorado x x x can you tell us if at [that] time [in] 1999 [J Engr. R]ilthe Dorado was under you x x [in] The City Development Office?

A

No. He was I think with the City Engineer's Office.

Q

Does your records show whether or not Engr. R. Dorado did this as part of his duties in the City Engineer's Office or in his private capacity?

A

I think in his private capacity.[50]

Moreover, the said subdivision plan was issued after Gil's discovery that Lot 3154-A only consisted of 140 square meters and not 207 square meters.

Given the foregoing, the Court could only conclude that the said subdivision plan was secured to give the impression that the sale between Gil and the spouses Sillero included Lot 3154-C, the 67-square meter area, of which when tacked to the 140-square meter area of Lot 3154-A completes the 207-square meter portion that Gil supposedly bought from the spouses Sillero. The said document, therefore, does not deserve any credence from this Court.

The remedy of quieting of title is not available to petitioners.

"Quieting of title is a common law remedy for the removal of any cloud upon or doubt or uncertainty with respect to title to real property."[51] "In order that an action for quieting of title may prosper, it is essential that the plaintiff must have legal or equitable title to, or interest in, the property which is the subject-matter of the action. Legal title denotes registered ownership, while equitable title means beneficial ownership. In the absence of such legal or equitable title, or interest, there is no cloud to be prevented or removed."[52]

Petitioners anchored their Complaint on their alleged legal title over Lot 3154-C which as above-discussed, they do not have. Hence, the action for quieting of title is unavailable to petitioners.

WHEREFORE, the Petition for Review on Certiorari is DENIED. The assailed Decision dated September 20, 2012 of the Court of Appeals in CA-G.R. CV No. 02893 is AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Del Castillo, Mendoza and Leonen, JJ., concur.
Brion, J., on official leave.

[**] Also spelled as Eillanne ana Eiilen in some parts of the records.

[1] CA rollo, pp. 112-131; penned by Associate Justice Carmelita Salandanan-Manahan and concurred in by Associate Justices Ramon Paul L. Hernando and Zenaida T. Galapate-Laguilles.

[2] Records, pp. 202-206; penned by Presiding Judge Gerardo A. Paguio, Jr.

[3] TSN dated July 19, 2007, p. 4.

[4] Id. at 8.

[5] Records, p. 153.

[6] Id.

[7] TSN dated April 25, 2007, p. 4.

[8] Records, pp. 14-15.

[9] Id. at 14; emphasis supplied.

[10] Id. at 12-13.

[11] Id. at 12; emphases supplied.

[12] Id. at 16-17.

[13] Id. at dorsal side of 16.

[14] See Gil's Affidavit[-]Complaint against the spouses Sillero, id. at 157-158.

[15] Id.

[16] Id. at 156-159.

[17] Id. at 36.

[18] Id. at 3-6.

[19] Id. at 3-5.

[20] Id. at 28-30.

[21] Id. at 202-206.

[22] Id. at 204-205.

[23] Id. at 207.

[24] Id. at 211.

[25] CIVIL CODE, Article 1542.

Article 1542 - In the sale of real estate, made for a lump sum and not at the rate of a certain sum for a unit of measure or number, there shall be no increase or decrease of the price, although there be a greater or lesser areas or number than that stated in the contract.

The same rule shall be applied when two or more immovables are sold for a single price; but if, besides mentioning the boundaries, which is indispensable in every conveyance of real estate, its area or number should be designated in the contract, the vendor shall be bound to deliver all that is included within said boundaries, even when it exceeds the area or number specified in the contract; and, should he not be able to do so, he shall suffer a reduction in the price, in proportion to what is lacking in the area or number, unless the contract is rescinded because the vendee does not accede to the failure to deliver what has been stipulated.

[26] See Artemio's Appellant's Brief, CA rollo, pp. 59-80.

[27] See petitioners' Brief for Appellees, id. at 83-92.

[28] Id. at 112-131.

[29] Id. at 130-131.

[30] See petitioners' Memorandum, rollo, pp. 94-104.

[31] *Marquez v. Espejo*, 643 Phil. 341, 345 (2010).

[32] Section 9, Rule 130 of the Rules of Court which governs the Parol Evidence Rule provides in part:

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.

[33] As held in *Marquez v. Espejo*, supra note 31 at 361, the "[P]arol [E]vidence [R]ule is exclusive only as 'between the parties and their successor-in-interest' The [P]arol [Evidence [R]ule may not be invoked where at least one of the parties to the suit is not a party or a privy of a party to the written document in question, and does not base his claim on the instrument or assert a right originating in the instrument." Here, petitioners were not party in the Extra Judicial Settlement and Absolute Sale executed by Artemio and his co-heirs. Likewise, Artemio was not a party to the Deed of Sale entered into by and between Gil and the spouses Sillero. Hence, the inapplicability of the Parole Evidence Rule.

[34] *Far Eastern Surety and Insurance Co. Inc. v. People*, 721 Phil. 760, 767 (2013).

[35] *Miro v. Vda. de Erederos*, 721 Phil. 772, 785 (2013).

[36] *Virtucio v. Alegarbes*, 693 Phil. 567, 573-574 (2012).

[37] TSN dated October 10, 2006, pp. 5-6.

[38] TSN dated November 27, 2006, p. 6.

[39] *Id.* at 8.

[40] *Id.*

[41] *Heirs of Gregorio Lopez v. Development Bank of the Philippines*, G.R. No. 193351, November 19, 2014.

[42] Records, pp. 157-158.

[43] *Id.*

[44] Exhibits "10-A" and "10-B"; see Defendant's Formal Offer of Exhibits, *id.* at 149-152.

[45] See Comments (to Defendant's Formal Offer of Exhibits), *id.* at 147-148.

[46] TSN dated April 26, 2006, pp. 8-10.

[47] See page 13 of CA Decision, CA rollo, p. 124.

[48] TSN dated October 10, 2006, pp. 6-11.

[49] TSN dated April 3, 2006; pp. 14-15; TSN dated April 26, 2006, pp. 4-8.

[50] TSN dated July 17, 2006, pp. 6-7.

[51] *Vda de Aviles v. Court of Appeals*, 332 Phil. 513, 520 (1996).

[52] *Mananquil v. Moico*, 699 Phil 120, 122 (2012).

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