JANET CARBONELL, PETITIONER, VS. JULITA A. CARBONELL-MENDES, REPRESENTED BY HER BROTHER AND ATTORNEY-IN-FACT, VIRGILIO A. CARBONELL, RESPONDENT.

G.R. No. 205681. July 01, 2015

Ponente: CARPIO, J.

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CARPIO, J.:

This petition for review[1] assails the 4 July 2012 Decision[2] and the 16 January 2013 Resolution[3] of the Court of Appeals in CA-G.R. CV No. 95816. The Court of Appeals affirmed the 26 June 2009 Decision[4] of the Regional Trial Court (RTC) of Rosales, Pangasinan, Branch 53, in Civil Case No. 1374-R, declaring the Deed of Absolute Sale dated 2 April 1997 fictitious and of no force and effect, and the Transfer Certificate of Title (TCT) No. T-51120[5] as invalid, and restoring the efficacy of TCT No. T-45306.[6]

The Facts

Respondent Julita A. Carbonell-Mendes (respondent) filed a complaint for Declaration of Nullity of Documents, Annulment of Title, Reconveyance, Recovery of Possession and Ownership, Declaration of Bad Faith of Mortgage Bank and Damages against Spouses Bonifacio and Janet Carbonell (Spouses Carbonell) and the Rural Bank of Bayambang, Pangasinan (Rural Bank). Respondent is the sister of Bonifacio Carbonell (Bonifacio) and the sister-in-law of petitioner Janet Carbonell (petitioner). Petitioner and Bonifacio are now separated.

Respondent alleged in the complaint that she is the owner of a residential land located in Barangay Carmen, Rosales, Pangasinan (property), covered by TCT No. T-45306 and registered under her maiden name, Julita Carbonell. TCT No. T-45306 was later cancelled and replaced by TCT No. T-51120 in the name of the Spouses Carbonell. Respondent contended that TCT No. T-51120 should be annulled since it was issued on the basis of a simulated and fictitious Deed of Absolute Sale dated 2 April 1997. Respondent, a permanent resident of Canada, was then in Canada when the fictitious Deed of Absolute Sale was executed with her forged signature. She discovered the fictitious sale only in December 2005 during her vacation in the Philippines.

Rural Bank was also a defendant in the complaint because the Spouses Carbonell mortgaged the property to Rural Bank. Respondent accused Rural Bank as a mortgagee in bad faith for failing to observe due diligence under the circumstances. The case against Rural Bank was later dismissed upon its motion and manifestation that the Spouses Carbonell had already paid the P345,000 mortgage indebtedness, which terminated the encumbrance on the property.

During the trial, respondent's mother, Maria Carbonell (Maria) testified that the property is owned by respondent. The title to the property was in Maria's custody but when she left for Canada in 1995, the Spouses Carbonell requested custody of the title because they intended to purchase the property. Respondent was displeased when she learned that her mother left the title with the Spouses Carbonell. Maria requested the Spouses Carbonell to return the title but they ignored her request. On cross-examination, Maria stated that it was the Spouses Carbonell who facilitated the purchase of the property for respondent, using the money given by respondent for such

purpose.

In her testimony, respondent averred that although the Deed of Absolute Sale dated 2 April 1997 stated that she was the seller, she insisted that she was not the one who signed on the space above the name "Julita Carbonell." She testified that she married in 1996, resulting to her change of name to Julita Carbonell-Mendes. She became a Canadian citizen in 1996. Respondent presented her passport to prove that she was in Canada when the fictitious Deed of Absolute Sale was executed. Her passport, which still bore her maiden name, showed her signature when she was still using her maiden name. Respondent's signature on her passport was clearly different from the signature on the Deed of Absolute Sale. Respondent also presented other documents, such as citizenship card, driver's license, health insurance card, and SSS card, which contained her genuine signature.

Respondent further testified that she had been living in Canada since 1989 and had acquired the property in 1994. She provided the purchase money of P210,000 to her parents, who bought the property on her behalf. The owner's duplicate of TCT No. T-45306 was with her parents and she only had the photocopy. When her mother went to Canada, she requested her to bring the original title but her mother failed to do so. Respondent tried to talk to Bonifacio and petitioner regarding the title but they refused to talk to her, prompting respondent to file this case.

The Land Registration Examiner of the Register of Deeds of Tayug, Pangasinan, Menelio Imus, was also presented as a witness to present and authenticate the certified true copies of the titles to the property, particularly TCT No. T-45306 and TCT No. T-51120. Menelio Imus testified that TCT No. T-45306 was registered in respondent's name and was cancelled by virtue of the Deed of Absolute Sale dated 2 April 1997, as evidenced by Entry No. 170997 annotated at the back of TCT No. T-45306. The Deed of Absolute Sale stated that the property was sold by respondent to Spouses Carbonell. Thus, the Register of Deeds issued a new title, TCT No. T-51120 in the name of Spouses Carbonell.

For the defense, petitioner testified that she and her husband bought the property from Juanita Tulio for P200,000, and paid in installments. She stated that they started paying for the property in 1994 and that in 1997, her husband gave her the title to the property which was already under their name. However, other than TCT No. T-51120, petitioner failed to present any other document to prove that they purchased the property. On cross-examination, petitioner stated that she could not remember the number of installment payments for the property. She remembered paying Juanita Tulio PI00,000 but she could not present any receipt evidencing payment for the property, alleging that all payment receipts were kept by her now estranged husband. Neither could petitioner present any document evidencing the sale transaction because according to her, it was her husband who dealt with Juanita Tulio. However, she admitted that she did not witness the transaction between her husband and Juanita Tulio.

Another defense witness, Julieta Sanchez Mariano testified that she sold the property for P200,000 to the Spouses Carbonell, through Juanita Tulio. She testified that the property was previously covered by TCT No. T-44975.

The Ruling of the RTC

The RTC held that the Deed of Absolute Sale dated 2 April 1997 was fictitious and that the signature of respondent was forged. The RTC found significant differences in the signature of respondent on the Deed of Absolute Sale and respondent's original signature as found on her passport. Furthermore, the RTC found that respondent was in Canada when the Deed of Absolute Sale was executed on 2 April 1997, a fact not disputed by petitioner. Clearly, respondent could not have personally appeared before the Notary Public Ignacio Nacion when the Deed of Absolute Sale was allegedly executed on 2 April 1997. Thus, the Deed of Absolute Sale is invalid and could not have effected the transfer of the property to the Spouses Carbonell.

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As regards the claim of petitioner that she and her husband bought the property from Juanita Tulio, the RTC ruled that such claim was not substantiated by any documentary evidence. The RTC also found dubious the claim of Julieta Sanchez Mariano that she sold a portion of her property to the Spouses Carbonell since the annotation Entry No. 150345, at the back of TCT No. T-44975 registered in her name, stated that the 300 sq.m. portion of her lot was sold to respondent and not to the Spouses Carbonell. This sale to respondent of the 300 sq.m. lot caused the issuance of TCT No. T-45306, which also indicated that this title was a transfer from TCT No. T-44975.

On 26 June 2009, the RTC rendered its decision, the dispositive portion of which reads:

> WHEREFORE, premises considered, judgment is hereby rendered as follows:
>
> 1. Declaring the Deed of Absolute Sale dated April 2, 1997 FICTITIOUS and of no force and effect;
>
> 2. Declaring T.C.T. No. T-51120 as INVALID and restoring the efficacy of T.C.T. No. T-45306. Upon the finality of this Decision, the Register of Deeds of Tayug, Pangasinan is ordered to CANCEL T.C.T. NO. T-51120 and to REVIVE T.C.T. No. 45306 in the name of the plaintiff JULITA CARBONELL MENDES.
>
> 3. Ordering the defendants-spouses Bonifacio and Janel Carbonell:
> a) to surrender the owner's copy of T.C.T. No. T-51120 to the Register of Deeds of Tayug, Pangasinan to effect its cancellation;
>
> b) to reconvey to the plaintiff the possession of the subject property; and
>
> c) to pay the plaintiff the amount of Twenty Five Thousand Pesos (P25,000.00) as Attorney's fees; and the costs of the suit[.]
>
> **SO ORDERED.[7]**

The Ruling of the Court of Appeals

On appeal, the Court of Appeals affirmed the ruling of the RTC. The Court of Appeals noted that petitioner did not directly deny the forgery of respondent's signature on the Deed of Absolute Sale, which was clearly alleged in respondent's complaint. The Court of Appeals held that allegations in the complaint which are not specifically denied are deemed admitted. Thus, petitioner was deemed to have admitted the alleged forgery on the Deed of Absolute Sale. Besides, the forgery was clearly established by the evidence presented during trial, which petitioner was not able to dispute. Like the RTC, the Court of Appeals found that the signature on the Deed of Absolute Sale is substantially different from respondent's genuine signatures as shown on her passport, citizenship card, SSS card, and the specimen signatures made by respondent in open court. Furthermore, respondent's absence in the Philippines when the Deed of Absolute Sale was supposedly executed, as proven by her passports, supported the conclusion that her signature was forged on the Deed of Absolute Sale.

The Court of Appeals gave no credence to the testimony of Julieta Sanchez Mariano that she sold the property to the Spouses Carbonell, through Juanita Tulio. The Court of Appeals found her testimony lacking in credibility considering that her title to the property, TCT No. T-44975, was cancelled through a Deed of Absolute Sale she executed in favor of respondent, which resulted in the issuance of respondent's title, TCT No. T-45306.

Thus, the Court of Appeals denied petitioner's appeal and affirmed in toto the Decision dated 26 June 2009 of the RTC. Petitioner filed a motion for reconsideration, which the Court of Appeals denied for lack of merit in its Resolution dated 16 January 2013.

The Issue

Petitioner submits that the Court of Appeals erred in affirming the RTC's finding of forgery on the Deed of

Absolute Sale.

The Ruling of the Court

We find the petition without merit.

Petitioner in this case is raising a question of fact: whether the signature of respondent was forged on the Deed of Absolute Sale, which would invalidate TCT No. T-51120 issued in the name of Spouses Carbonell. The issue raised by petitioner is clearly a question of fact which requires a review of the evidence presented. This Court is not a trier of facts,[8] and it is not its function to examine, review, or evaluate the evidence all over again.[9]

A petition for review on certiorari under Rule 45 of the Rules of Court should cover only questions of law, thus:

> Section 1. Filing of petition with Supreme Court. — A party desiring to appeal by certiorari from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on certiorari. The petition shall raise only questions of law which must be distinctly set forth.[10] (Emphasis supplied)

Thus, in a petition for review on certiorari under Rule 45, the Court is generally limited to reviewing only errors of law. Nevertheless, the Court has enumerated several exceptions to this rule, such as 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 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 facts are contradicted by the presence of evidence on record; (8) the findings of the Court of Appeals are contrary to those of the trial court; (9) the Court of Appeals manifestly overlooked certain relevant and undisputed facts that, if properly considered, would justify a different conclusion; (10) the findings of the Court of Appeals are beyond the issues of the case; and (11) such findings are contrary to the admissions of both parties.[11] Petitioner failed to show that this case falls under any of the exceptions. The finding of forgery by the RTC was upheld by the Court of Appeals. Well-settled is the rule that factual findings of the trial court, when affirmed by the Court of Appeals, are deemed binding and conclusive.[12]

Besides, the Court finds no justifiable reason to deviate from the finding of the RTC and the Court of Appeals that the signature of respondent was forged on the Deed of Absolute Sale dated 2 April 1997, which was clearly established by the evidence presented during the trial. Under Section 22,[13] Rule 132 of the Rules of Court, among the methods of proving the genuineness of the handwriting are through a witness familiar with such handwriting or a comparison by the court of the questioned handwriting and the admitted genuine specimens of the handwriting. In this case, respondent, the purported writer or signatory to the Deed of Absolute Sale, testified that her signature was forged. To prove the forgery, respondent presented, among others, her Canadian and Philippine passports, driver's license, citizenship card, and health card, showing her genuine signature which was clearly different from the signature on the Deed of Absolute Sale.[14] Comparing the genuine signature of respondent on these documents with her purported signature on the Deed of Absolute Sale, the RTC found "significant differences in terms of handwriting strokes, as well as the shapes and sizes of letters, fairly suggesting that the plaintiff [Julita A. Carbonell-Mendes] was not the author of the questioned signature."[15] Signatures on a questioned document may be examined by the trial court judge and compared with the admitted genuine signatures to determine the issue of authenticity of the contested document. As held in Spouses Estacio v. Dr. Jaranilla:[16]

> 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."[17]

WHEREFORE, we DENY the petition. We AFFIRM the 4 July 2012 Decision and the 16 January 2013 Resolution of the Court of Appeals in CA-G.R.CV No. 95816.

SO ORDERED.

Bersamin,[*] Del Castillo, Mendoza, and Leonen, JJ., concur.

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[*] Designated acting member per Special Order No. 2079 dated 29 June 2015.

[1] Under Rule 45 of the 1997 Rules of Civil Procedure.

[2] Rollo, pp. 26-44. Penned by Associate Justice Rebecca De Guia-Salvador, with Associate Justices Normandie B. Pizarro and Rodil V. Zalameda concurring.

[3] Id. at 61.

[4] Id. at 46-53. Penned by Judge Teodorico Alfonso P. Bauzon.

[5] Records, pp. 139-140.

[6] Id. at 147-148.

[7] Rollo, p. 53.

[8] Spouses Binua v. Ong, G.R. No. 207176, 18 June 2014; INC Shipmanagement, Inc. v. Moradas, G.R. No.178564, 15 January 2014, 713 SCRA 475; Sandoval Shipyards, Inc. v. Philippine Merchant Marine Academy (PMMA), G.R. No. 188633, 10 April 2013, 695 SCRA 560.

[9] Miro v. Mendoza Vda. de Erederos, G.R. Nos. 172532 and 172544-45, 20 November 2013, 710 SCRA 371; Far Eastern Surety and Insurance Co., Inc. v. People, G.R. No. 170618, 20 November 2013, 710 SCRA 358.

[10] Section 1, Rule 45 of the Rules of Court.

[11] Republic v. Belmonte, G.R. No. 197028, 9 October 2013, 707 SCRA 330, 336.

[12] Heirs of Spouses Angel Liwagon and Francisca Dumalagan v. Heirs of Spouses Demetrio Liwagon and Regina Liwagon, G.R. No. 193117, 26 November 2014; Republic v. Remman Enterprises, Inc., G.R. No. 199310, 19 February 2014, 717 SCRA 171; David v. David, G.R. No. 162365, 15 January 2014, 713 SCRA 32.

[13] Sec. 22. How genuineness of handwriting proved. - The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, 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.

[14] Records, pp. 141-146, 149-151.

[15] Rollo, pp. 51 -52.

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[16] 462 Phil. 723 (2003).

[17] Id. at 733.

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