

**SPOUSES ANTONIO BELTRAN AND FELISA BELTRAN, PETITIONERS,
VS. SPOUSES APOLONIO CANGAYDA, JR. AND LORETA E. CANGAYDA,
RESPONDENTS.***G.R. No. 225033. August 15, 2018*Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-225033/>**CAGUIOA, J:****The Case**

This is a Petition for Review on Certiorari (Petition) filed under Rule 45 of the Rules of Court against the Decision[1] dated October 19, 2015 (assailed Decision) and Resolution[2] dated May 17, 2016 (assailed Resolution) in CA-G.R. CV No. 03414-MIN rendered by the Court of Appeals-Cagayan de Oro City (CA) Twenty-First Division and Special Former Twenty-First Division, respectively.

The assailed Decision and Resolution stem from an appeal from the Decision[3] dated July 15, 2013 issued by the Regional Trial Court (RTC), 11[th] Judicial Region, Davao del Norte, Branch 31 in Civil Case No. 4020, directing petitioners Antonio and Felisa Beltran (collectively, petitioners) to vacate a 300-square-meter residential lot situated in Barangay Magugpo, Tagum City, Davao del Norte (disputed property) registered in the name of respondents Apolonio, Jr. and Loreta Cangayda (collectively, respondents) under TCT No. T-74907.

The Facts

Sometime in August 1989,[4] respondents verbally agreed to sell the disputed property to petitioners for P35,000.00. After making an initial payment,[5] petitioners took possession of the disputed property and built their family home thereon.[6] Petitioners subsequently made additional payments, which, together with their initial payment, collectively amounted to P29,690.00.[7]

However, despite respondents' repeated demands, petitioners failed to pay their remaining balance of P5,310.00.[8] This prompted respondents to refer the matter to the Office of the Barangay Chairman of Barangay Magugpo, Tagum City (OBC).[9]

Before the OBC, the parties signed an Amicable Settlement dated August 24, 1992, bearing the following terms:

3. That herein [petitioner Antonio] have already (sic) paid the amount of x x x P29,690.00 x x x to [respondent Apolonio, Jr.] and [there is a] remaining balance of x x x P5,310.00 x x x;
4. That herein [petitioner Antonio] promise(s) to pay the aforesaid balance to [respondent Apolonio, Jr.] [within a] one week period (sic) to start AUGUST 24, 1992 (Monday);
5. That herein [petitioner Antonio] is willing to pay the all (sic) expenses of the titling of the aforesaid lot; and
6. That herein [respondent Apolonio, Jr.] is also willing to signed (sic) a deed of sale agreement after [petitioner Antonio] were (sic) able to pay the remaining balance x x x.

Failure to comply on (sic) the said agreement[,], the [OBC] is willing to indorse (sic) this case to the higher

court for proper legal action.[10] (Emphasis supplied)

Petitioners failed to pay within the period set forth in the Amicable Settlement.[11]

On January 14, 2009, or nearly 17 years after the expiration of petitioners' period to pay their remaining balance, respondents served upon petitioners a "Last and Final Demand" to vacate the disputed property within 30 days from notice. This demand was left unheeded.[12]

RTC Proceedings

Consequently, on March 12, 2009, respondents filed a complaint for recovery of possession and damages (Complaint) before the RTC.[13] Respondents alleged, among others, that petitioners had been occupying the disputed property without authority, and without payment of rental fees.[14]

In their Answer, petitioners admitted that they failed to settle their unpaid balance of P5,310.00 within the period set in the Amicable Settlement. However, petitioners alleged that when they later attempted to tender payment two days after said deadline,[15] respondents refused to accept their payment, demanding, instead, for an additional payment of P50,000.00.[16]

On July 15, 2013, the RTC issued a Decision, the dispositive portion of which reads:

WHEREFORE, premises considered, [petitioners], their heirs, successors-in-interest and/or assigns are ordered to vacate the portion of Lot No. 11 presently occupied by them within [60 days] from receipt of x x x this Decision.

However, as there was no express agreement between the parties that [respondents] may retain the sum of P29,600.00 already paid to them by [petitioners], [respondents] are hereby ordered to return the said sum to [petitioners], likewise within [60] days from receipt of this Decision.[17] (Emphasis supplied)

In so ruling, the RTC characterized the oral agreement between the parties as a contract to sell. The RTC held that the consummation of this contract to sell was averted due to petitioners' failure to pay the purchase price in full.[18] Hence the RTC held that ownership over the disputed property never passed to petitioners.[19]

Petitioners filed a Motion for Reconsideration, which the RTC denied.[20]

CA Proceedings

Aggrieved, petitioners brought the case to the CA via ordinary appeal. Therein, petitioners argued that the oral agreement they had entered into with respondents was not a contract to sell but rather, a contract of sale which had the effect of transferring ownership of the disputed property upon its delivery.[21]

Petitioners also raised, for the first time on appeal, that the sale of the disputed property constitutes a sale on installment covered by Republic Act (R.A.) No. 6552,[22] otherwise known as the Maceda Law. Corollarily, petitioners argued that respondents should not be granted relief, since they failed to comply with the specific procedure for rescission of sales of real estate on installment basis set forth under the statute.[23]

On October 19, 2015, the CA rendered the assailed Decision, disposing the appeal as follows:

WHEREFORE, the appeal is DISMISSED. The July 15, 2013 Decision of the [RTC], Branch 31, 11th Judicial Region, Tagum City, Davao del Norte, in Civil Case No. 4020 is AFFIRMED.[24]

The CA affirmed the findings of the RTC anent the nature of the contract entered into by the parties.[25] In addition, it rejected petitioners' invocation of the Maceda Law. According to the CA, to allow petitioners to seek protection under said law for the first time on appeal would violate the tenets of due process and fair play.[26]

Petitioners filed a Motion for Reconsideration which was later denied through the assailed Resolution.

Thus, the present Petition now prays that the Court: (i) reverse the judgment of the CA and RTC; and (ii) direct respondents to allow them to settle their remaining balance of P5,310.00 and, subsequently, convey the disputed property in their favor.

Petitioners maintain, as they did before the CA, that the oral agreement they entered into with respondents is a contract of sale, and that, as a necessary incident of such contract, ownership over the disputed property had been transferred in their favor when they took possession and built improvements thereon.[27]

Further, petitioners argue that respondents are not entitled to recover possession of the disputed property since they failed to cancel their oral agreement by way of a notarial act, in accordance with the provisions of the Maceda Law.[28]

Finally, petitioners aver that respondents' Complaint is an action upon a written agreement, as it is based on the Amicable Settlement. Thus, petitioners conclude that respondents' action already prescribed, since it was filed more than 10 years after the lapse of petitioners' period to pay their outstanding balance. Petitioners further argue that the Complaint is also barred by laches, considering that respondents allowed petitioners to continue staying in the disputed property for a period of 17 years after such failure to pay.[29]

The Issues

The Petition calls on the Court to resolve the following issues:

- Whether the CA erred when it affirmed the RTC Decision characterizing the oral agreement between the parties as a contract to sell;
- Whether the oral agreement between the parties is covered by the Maceda Law; and
- Whether respondents' action for recovery of possession should have been dismissed on the ground of prescription and/or laches.

The Court's Ruling

The Petition is meritorious.

The agreement between the parties is an oral contract of sale. As a consequence, ownership of the disputed property passed to petitioners upon its delivery.

The CA characterized the parties' agreement as a contract to sell primarily on the basis of respondent Loreta's testimony which purportedly confirms their intent to reserve ownership of the disputed property until full payment of the purchase price. The CA held:

At trial, [respondent Loreta] testified thus —

[x x x x]

Q: Now, if any, tell us who are in possession of the [disputed property] x x x?

A: [Petitioners] and their children who are also married.

Q: Now, if you know, how did [petitioners] and their children occupied (sic) the land you have just mentioned?

A: I know because we have [an oral] agreement with [petitioners] that they will buy [the disputed property].

Q: Tell us what happened to the [oral] agreement of (sic) [petitioners] if you can recall?

A: Our [oral] agreement with [petitioner Antonio] that about 300 square meters lot (sic) that they will pay P35,000.00 to us but [petitioner Antonio] told us that they will pay the amount of P35,000.00 when [their] house will be sold, then they will pay us.

Q: If you can recall, did [petitioners] comply with the [oral] agreement to pay you P35,000.00?

A: At that time, [petitioners] gave me only P15,000.00.

Q: Other than the P15,000.00 (sic) if you can recall, did they pay you?

A: x x x [Petitioners] has a rattan furniture, they made us a chair and it costs about P14,600.00.

Q: In short, Miss witness, please tell us how much amount (sic) [petitioners] paid you?

A: According to their total, they paid me P29,690.00

[Respondent Loretta's] testimony — that at the moment the [oral] agreement was entered into by the parties, [petitioners] "will buy that property" — suggests that the contract of sale was expected to be entered into at some future date when a condition has been fulfilled. In this case, that condition appears to be the full payment of the purchase price. The Court notes that this testimony was not controverted. In their Brief, [petitioners] merely counter with the bare insistence that what the parties entered into verbally was a contract of sale.[30] (Emphasis supplied.)

According to the CA, the foregoing finding is further bolstered by clause 6 of the Amicable Settlement, to which petitioner Antonio expressed his assent. Clause 6 reads:

That herein [respondent Apolonio, Jr.] is also willing to signed (sic) a deed of sale agreement after [petitioner Antonio] were (sic) able to pay the remaining balance x x x.[31]

The CA's finding is erroneous.

Article 1458 of the Civil Code defines a contract of sale:

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

"[A] contract to sell, [on the other hand], is defined as a bilateral contract whereby the prospective seller, while expressly reserving the ownership of the subject property despite its delivery to the prospective buyer, commits to sell the property exclusively to the prospective buyer"[32] upon full payment of the purchase price.

Jurisprudence defines the distinctions between a contract of sale and a contract to sell to be as follows:

In a contract of sale, title passes to the vendee upon the delivery of the thing sold; whereas in a contract to sell, by agreement the ownership is reserved in the vendor and is not to pass until the full payment of the price. In a contract of sale, the vendor has lost and cannot recover ownership until and unless the contract is resolved or rescinded; whereas in a contract to sell, title is retained by the vendor until the full payment of the price, x x x.[33] (Emphasis supplied)

Based on the foregoing distinctions, the Court finds, and so holds, that the oral agreement entered into by the parties constitutes a contract of sale and not a contract to sell.

A contract of sale is consensual in nature, and is perfected upon the concurrence of its essential requisites,[34] thus:

The essential requisites of a contract under Article 1318 of the New Civil Code are: (1) consent of the

contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established. Thus, contracts, other than real contracts are perfected by mere consent which is manifested by the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract. Once perfected, they bind other contracting parties and the obligations arising therefrom have the force of law between the parties and should be complied with in good faith. The parties are bound not only to the fulfillment of what has been expressly stipulated but also to the consequences which, according to their nature, may be in keeping with good faith, usage and law.

Being a consensual contract, sale is perfected at the moment there is a meeting of minds upon the thing which is the object of the contract and upon the price. From that moment, the parties may reciprocally demand performance, subject to the provisions of the law governing the form of contracts. A perfected contract of sale imposes reciprocal obligations on the parties whereby the vendor obligates himself to transfer the ownership of and to deliver a determinate thing to the buyer who, in turn, is obligated to pay a price certain in money or its equivalent. Failure of either party to comply with his obligation entitles the other to rescission as the power to rescind is implied in reciprocal obligations.[35] (Emphasis supplied)

Contrary to the CA's findings, neither respondent Loreta's testimony nor clause 6 of the Amicable Settlement supports the conclusion that the parties' agreement is not a contract of sale, but only a contract to sell — the reason being that it is not evident from said testimony and clause 6 that there was an express agreement to reserve ownership despite delivery of the disputed property.

A plain reading of respondent Loreta's testimony shows that the parties' oral agreement constitutes a meeting of the minds as to the sale of the disputed property and its purchase price. Respondent Loreta's statements do not in any way suggest that the parties intended to enter into a contract of sale at a later time. Such statements only pertain to the time at which petitioners expected, or at least hoped, to acquire the sufficient means to pay the purchase price agreed upon. For emphasis, the Court reproduces the relevant statements relied upon by the CA:

Our [oral] agreement with [petitioner Antonio] that about 300 square meters lot (sic) that they will pay P35,000.00 to us but [petitioner Antonio] told us that they will pay the amount of P35,000.00 when [their] house will be sold, then they will pay us.[36] (Emphasis supplied)

Clause 6 of the Amicable Settlement merely states respondent Apolonio, Jr.'s commitment to formalize and reduce the oral agreement of the parties into a public instrument upon payment of petitioners' outstanding balance. It bears emphasizing that a formal document is not necessary for the sale transaction to acquire binding effect.[37] Hence, the subsequent execution of a formal deed of sale does not negate the perfection of the parties' oral contract of sale which had already taken place upon the meeting of the parties' minds as to the subject of the transaction and its purchase price.

In a contract of sale, ownership of a thing sold shall pass to the buyer upon actual or constructive delivery thereof in the absence of any stipulation to the contrary.[38] Reference to Articles 1477 and 1478 of the Civil Code is in order:

Article 1477. The ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof.

Article 1478. The parties may stipulate that ownership in the thing shall not pass to the purchaser until he has fully paid the price.

In accordance with the cited provisions, ownership of the disputed property passed to petitioners when its possession was transferred in their favor, as no reservation to the contrary had been made.

Considering that respondents' Complaint is anchored upon their alleged ownership of the disputed property, their

prayer to recover possession thereof as a consequence of such alleged ownership cannot prosper.

Slight delay is not sufficient to justify rescission.

Article 1191 of the Civil Code[39] lays down the remedies that the injured party may resort to in case of breach of a reciprocal obligation — fulfillment of the obligation or rescission thereof, with damages in either case.

Thus, in a contract of sale, the vendor's failure to pay the price agreed upon generally constitutes breach, and extends to the vendor the right to demand the contract's fulfillment or rescission.[40]

It is important to stress, however, that the right of rescission granted to the injured party under Article 1191 is predicated on a breach of faith by the other party who violates the reciprocity between them.[41] Stated otherwise, rescission may not be resorted to in the absence of breach of faith.

In this connection, Article 1592 extends to the vendee in a sale of immovable property the right to effect payment even after expiration of the period agreed upon, as long as no demand for rescission has been made upon him by the vendor. The provision states:

Article 1592. In the sale of immovable property, even though it may have been stipulated that upon failure to pay the price at the time agreed upon the rescission of the contract shall of right take place, the vendee may pay, even after the expiration of the period, as long as no demand for rescission of the contract has been made upon him either judicially or by a notarial act. After the demand, the court may not grant him a new term.

A reading of Article 1592 in conjunction with Article 1191 thus suggests that in the absence of any stipulation to the contrary, the vendor's failure to pay within the period agreed upon shall not constitute a breach of faith, so long as payment is made before the vendor demands for rescission, either judicially, or by notarial act.

Hence, in *Taguba v. Peralta*,[42] (*Taguba*) the Court held that slight delay in the payment of the purchase price does not serve as a sufficient ground for the rescission of a sale of real property:

Despite the denomination of the deed as a "Deed of Conditional Sale" a reading of the conditions x x x therein set forth reveals the contrary. Nowhere in the said contract in question could we find a proviso or stipulation to the effect that title to the property sold is reserved in the vendor until full payment of the purchase price. There is also no stipulation giving the vendor (petitioner *Taguba*) the right to unilaterally rescind the contract the moment the vendee (private respondent *de Leon*) fails to pay within a fixed period x x x.

Considering, therefore, the nature of the transaction between petitioner *Taguba* and private respondent, which We affirm and sustain to be a contract of sale, absolute in nature the applicable provision is Article 1592 of the New Civil Code x x x.

x x x x

In the case at bar, it is undisputed that petitioner *Taguba* never notified private respondent by notarial act that he was rescinding the contract, and neither had he filed a suit in court to rescind the sale.

Finally, it has been ruled that "where time is not of the essence of the agreement, a slight delay on the part of one party in the performance of his obligation is not a sufficient ground for the rescission of the agreement". Considering that in the instant case, private respondent had already actually paid the sum of P12,500.00 of the total stipulated purchase price of P18,000.00 and had tendered payment of the balance of P5,500.00 within the grace period of six months from December 31, 1972, equity and justice mandate that she be given additional period within which to complete payment of the purchase price.[43] (Emphasis supplied)

The Court applied the foregoing principles in the subsequent case of *Dignos v. Court of Appeals*,[44] (*Dignos*)

where it resolved to grant respondent therein an additional period within which to settle his outstanding balance of P4,000.00, considering that he "was delayed in payment only for one month."^[45] It is worth noting that in Dignos, the Court granted the vendee an additional period to pay the balance, despite the fact that no grace period had been stipulated upon by the parties therein, as in Taguba.

Here, petitioners acknowledge that they failed to settle the purchase price of the disputed property in full within the deadline set by the Amicable Settlement. Nevertheless, the Court does not lose sight of the fact that petitioners have already paid more than three-fourths of the purchase price agreed upon. Further, petitioners have constituted their family home on the disputed property in good faith, and have lived thereon for 17 years without protest.

In addition, respondents do not dispute that petitioners offered to settle their outstanding balance of P5,310.00 "two (2) days after the deadline [set by the Amicable Settlement] and a few times thereafter,"^[46] which offers respondents refused to accept.^[47] Respondents also do not claim to have made a demand for rescission at any time before petitioners made such offers to pay, either through judicial or extra-judicial means, such as through a notarial act.

Thus, pursuant to Article 1592, and consistent with the Court's rulings in Taguba and Dignos, the Court deems it proper to grant petitioners a period of 30 days from notice of this Decision to settle their outstanding balance.

Assuming that petitioners' failure to pay constitutes breach, respondents' cause of action is already barred by prescription.

Respondents hinge their cause of action on petitioners' failure to pay within the period set by the Amicable Settlement. Hence, this would mean that respondents' action is one that proceeds from a breach of a written agreement, which, under Article 1144 of the Civil Code, prescribes in 10 years.^[48]

Respondents' Complaint was filed 17 years after the expiration of the payment period stipulated in the Amicable Settlement. Assuming that petitioners' failure to pay within said period constitutes sufficient breach which gives rise to a cause of action, such action has clearly prescribed.

Considering the foregoing, the Court deems it unnecessary to delve into the other issues raised in the Petition.

WHEREFORE, the Petition is GRANTED. The Decision and Resolution respectively dated October 19, 2015 and May 17, 2016 rendered by the Court of Appeals-Cagayan de Oro City in CA-G.R. CV No. 03414-MIN, and the Decision dated July 15, 2013 issued by the Regional Trial Court, Branch 31, 11th Judicial Region, Davao del Norte (RTC) in Civil Case No. 4020 are REVERSED and SET ASIDE.

Petitioners Antonio and Felisa Beltran are ORDERED to pay respondents Apolonio Cangayda, Jr. and Loreta E. Cangayda the sum of P5,310.00, representing their outstanding balance, within 30 days from notice of this Decision. In case of refusal or inability on the part of respondents to receive said amount, petitioners are DIRECTED to deposit the same with the RTC for the account of respondents. The sum due shall earn interest at the rate of six percent (6%) per annum from the date of finality of this Decision until full payment, in accordance with the Court's ruling in Nacar v. Gallery Frames^[49].

Upon receipt of the foregoing sum, or the deposit of such sum with the RTC, respondents are DIRECTED to EXECUTE a Deed of Absolute Sale in favor of petitioners for the purpose of formalizing the oral contract of sale concerning the 300-square-meter residential lot situated in Barangay Magugpo, Tagum City, Davao del Norte, covered by TCT No. T-74907, and DELIVER to petitioners the original owner's duplicate copy of TCT No.

T-74907. In case of refusal or inability on the part of respondents to execute a Deed of Absolute Sale and/or deliver said owner's duplicate copy, this Decision shall be sufficient to grant the proper Registrar of Deeds the necessary authority to cancel TCT No. T-74907 and issue a new title in the name of petitioners.

SO ORDERED.

Carpio, (Chairperson), Perlas-Bernabe, A. Reyes, Jr., and J. Reyes, Jr.,[*] JJ., concur.

[*] Designated additional Member per Special Order No. 2587 dated August 28, 2018.

[1] Rollo, pp. 17-24. Penned by Associate Justice Romulo V. Borja, with Associate Justices Oscar V. Badelles and Pablito Perez concurring.

[2] Id. at pp. 15-16. Penned by Associate Justice Romulo V. Borja, with Associate Justices Edgardo A. Camello and Oscar V. Badelles concurring.

[3] The RTC Decision is not part of the records.

[4] Rollo, p. 26.

[5] The amount of the initial payment and the date on which it was paid cannot be ascertained from the records.

[6] Rollo, p. 17.

[7] Id. Stated as P29,960.00 in the CA Decision.

[8] Id.

[9] Id.

[10] Id. at 26.

[11] Id. at 18.

[12] Id. at 18, 55.

[13] Id. at 52.

[14] Id. at 18.

[15] Id. at 5.

[16] Id. at 18.

[17] As quoted in the CA Decision, see id. at 19.

[18] Id. at 5.

[19] As narrated in the CA Decision, see id. at 20.

[20] Id. at 5.

[21] Id. at 20.

[22] AN ACT TO PROVIDE PROTECTION TO BUYERS OF REAL ESTATE ON INSTALLMENT PAYMENTS (REALTY INSTALLMENT BUYER PROTECTION ACT), dated August 26, 1972.

[23] See R.A. No. 6552, Sec. 3.

[24] Rollo, p. 24.

[25] Id. at 20-22.

[26] Id. at 22-23.

[27] Id. at 6-9.

[28] Id. at 8-9.

[29] Id. at 10-11.

[30] Id. at 20-21.

[31] Id. at 26.

[32] *Platinum Plans Phil. Inc. v. Cucueco*, 522 Phil. 133, 144 (2006).

[33] *San Lorenzo Development Corp. v. Court of Appeals*, 490 Phil. 7, 19 (2005).

[34] *Province of Cebu v. Heirs of Morales*, 569 Phil. 641, 650 (2008).

[35] *Macasaet v. R. Transport Corp.*, 561 Phil. 605, 612-613 (2007).

[36] Rollo, p. 21.

[37] "Subject to the provisions of the Statute of Frauds, a formal document is not necessary for the sale transaction to acquire binding effect. For as long as the essential elements of a contract of sale are proved to exist in a given transaction, the contract is deemed perfected regardless of the absence of a formal deed evidencing the same." See generally *Province of Cebu v. Heirs of Morales*, supra note 34 at 649.

[38] CIVIL CODE, Arts. 1477 and 1488. See generally *Dignos v. Court of Appeals*, 242 Phil. 114, 121 (1988).

[39] Article 1191 provides:

Article 1191. The power to rescind obligations is implied in reciprocal ones, in case one of the obligors should not comply with what is incumbent upon him.

The injured party may choose between the fulfillment and the rescission of the obligation, with the payment of damages in either case. He may also seek rescission, even after he has chosen fulfillment, if the latter should become impossible.

The court shall decree the rescission claimed, unless there be just cause authorizing the fixing of a period.

This is understood to be without prejudice to the rights of third persons who have acquired the thing, in accordance with articles 1385 and 1388 and the Mortgage Law.

[40] See *Province of Cebu*, supra note 34 at 651.

[41] See generally *Sps. Velarde v. Court of Appeals*, 413 Phil. 360, 373 (2001).

[42] 217 Phil. 690 (1984).

[43] Id. at 696-697.

[44] 242 Phil. 114 (1988).

[45] Id. at 123.

[46] Rollo, p. 5.

[47] Id.

[48] Article 1144 provides:

The following actions must be brought within ten years from the time the right of action accrues:

- (1) Upon a written contract;
- (2) Upon an obligation created by law;
- (3) Upon a judgment.

[49] 716 Phil. 267 (2013).

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