

**SPOUSES ASUNCION MALIG-CORONEL AND REYNALDO CORONEL,
PETITIONERS, VS. CORAZON SOLIS-QUESADA, RESPONDENT.***G.R. No. 237465. October 07, 2019*

Ponente: PERALTA, J.

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Before this Court is the petition for review on certiorari filed by herein petitioners Spouses Asuncion Malig-Coronel (Asuncion) and Reynaldo Coronel (Reynaldo) (the Spouses Coronel) assailing the Decision[1] dated July 11, 2017 and the Resolution[2] dated January 22, 2018 of the Court of Appeals (CA) in CA-G.R. CV No. 102775.

The facts are as follows.

The Spouses Coronel filed a complaint for annulment of deeds, cancellation of Transfer Certificate of Title (TCT) , No. 335024, recovery of possession, reconveyance with preliminary injunction and damages against respondent Corazon Solis-Quesada (Quesada) on September 1, 2011. They alleged that they are the owners of Lot 9747-C located at San Vicente, Sta. Ignacia, Tarlac City, with an area of one thousand three hundred seventy-nine square meters (1,379 sq.m.) (subject property) covered by TCT No. 156304. Sometime in 1981, thy permitted Asuncion's aunt Catalina Hernando (Catalina) to construct a house on a portion of the subject property, and in turn, the latter will be the caretaker of the property while the spouses attended to their business in Angeles City, Pampanga. They entrusted to Catalina the title and other pertinent documents relating to the property for tax and other legitimate purposes. It was when Catalina became ill and bedridden that her granddaughter Mina M. Delos Reyes (Delos Reyes) supposedly obtained TCT No. 156304 and mortgaged the subject property without the spouses' knowledge and consent.[3]

Sometime in 2005, they discovered, and subsequently verified with the Register of Deeds of Tarlac that a Deed of Donation, which showed that they donated the property in favor of Delos Reyes, was filed. Consequently, TCT No. 156304 was cancelled and TCT No. 292249 was issued in favor of Delos Reyes.[4] Thereafter, Delos Reyes and her husband Rodrigo A. Rodrigo (Rodrigo) conveyed the property through a Deed of Absolute Sale dated June 16, 2000 in favor of Quesada. Thus, TCT No. 335024 was issued in the name of Quesada.[5] They confronted Delos Reyes about the matter, and the latter promised to return the title to them. However, she died on May 20, 2005, before accomplishing her promise.

The Spouses Coronel denied executing the Deed of Donation and alleged that the same was falsified. The June 16, 2000 Deed of Absolute Sale was also forged since Rodrigo could not have participated in the transaction as he was in Hawaii, United States of America during that time. They claimed that Delos Reyes and Quesada, who was the live-in partner of the former's brother Marcelino Delos Reyes, colluded in transferring the title of the subject property.

On the other hand, Quesada maintained that she was the owner of the subject property and was, a purchaser in good faith and for value. On May 24, 1995, the Spouses Coronel executed a Deed of Donation in favor of Delos

Reyes in consideration of her services, care, and help to Asuncion and her mother. Thereafter, Delos Reyes obtained a loan from the First Provincial Development Bank, and secured the same through mortgage of the property in favor of the bank. The bank foreclosed the property when Delos Reyes failed to pay the loan. Through Quesada's financial assistance, Delos Reyes redeemed the subject property. On June 16, 2000, Delos Reyes executed the Deed of Absolute Sale in her favor.[6] To bolster her claim, Quesada presented Reynaldo's letter to the Register of Deeds of Tarlac requesting to annotate on TCT No. 229249 the Right-of-Way granted to them by Delos Reyes, and Delos Reyes' Affidavit granting perpetual road of right-of-way to the Spouses Coronel.

After the Spouses Coronel formally offered their evidence, Quesada filed on March 4, 2014 a Motion to Dismiss on a Demurrer to Evidence contending that they failed to prove their cause of action.

In a Resolution[7] dated April 28, 2014, the Regional Trial Court (RTC) of Camiling, Tarlac City, Branch 68, granted the motion. The dispositive portion of the Resolution reads:

WHEREFORE, premises considered, the instant demurrer to evidence is hereby Granted. The instant case is hereby Dismissed.

SO ORDERED.[8]

According to the RTC, the complaint is dismissible on grounds of prescription and insufficiency of evidence to sustain the case. When they filed the complaint on September 1, 2011, more than 10 years has lapsed from the time the property was donated to Delos Reyes in 1995. Other than Asuncion's self-serving testimony, no evidence was presented to corroborate the averment that they were indeed in possession of the subject property from 1980 until 2011. The trial court is also apprehensive of the Spouses Coronel's claim of ownership for it is not normal for someone who lives in the nearby Province of Pampanga to entrust the subject property in Tarlac and its pertinent documents and title to another person. Also, Asuncion admitted that she had an agreement with Delos Reyes about the road right-of-way over the subject property.[9] Their mere denial is not sufficient to support the claim of forgery, and overcome the presumption of regularity and due execution of the notarized deed of donation.[10]

In the July 11, 2017 Decision, the CA denied the Spouses Coronel's appeal. The CA held that they failed to establish the requisites to warrant reconveyance of the land. Despite persistent claim of ownership, Asuncion confirmed that she had an agreement with Delos Reyes about the latter granting them a road of right-of-way. An owner does not need the consent of another to pass through his or her own property. The Spouses Coronel presented mere denial, and have failed to demonstrate that their signatures are forged. They offered Rodrigo's testimony and various documents showing his customary signature. However, none of the said documents were issued during the same period when the questioned deed of sale was executed. As such, it was not established with certainty that the signature in the questioned deed was not Rodrigo's. There was no evidence "that Quesada was not an innocent purchaser for value. Lastly, their cause of action has already prescribed, considering that the action was filed more than 10 years from the issuance of the decree of registration, and there was no proof that they were in actual and continuous possession of the subject property. The fallo of the Decision provides:

WHEREFORE, premises considered, the APPEAL is DENIED and the assailed Decision dated April 28, 2014 of the Regional Trial Court, Branch 68, Camiling, Tarlac, is hereby AFFIRMED.

SO ORDERED.[11]

On January 22, 2018, the CA denied the Motion for Reconsideration filed by the Spouses Coronel. Hence, the instant petition.

The Spouses Coronel raised the following issues:

- Whether this petition for review before the Honorable Court **ALLOWS A REVIEW** of the factual findings of the lower courts; and
- Whether this case presents an exception to the rule on this court's power to review decisions of the Court of Appeals via a petition for review; and if in the affirmative, whether the evidence presented by the petitioners is sufficient to sustain an action for reconveyance.[12]

The Court finds the instant petition devoid of merit.

The Spouses Coronel allege that they have sufficiently established all the elements to warrant the reconveyance of the subject property. They claim absolute ownership over the subject property as evidenced by TCT No. 156304 registered under their names. The registration of the property in Quesada's name was obtained through fraud since the Deed of Sale and the Deed of Donation were absolutely simulated or fictitious. Also, they did not comply with the requirements of Act No. 496, or the Land Registration Act which provides that every deed of conveyance shall be signed by the person executing the same in the presence of two witnesses. The deeds cannot be considered as public documents due to the defects therein.

The Spouses Coronel insist that their denial, coupled with the substantial difference between the alleged forged signatures and their genuine signatures in their pleadings, and the apparent discrepancy between Rodrigo's supposed signature in the deed of sale and his signature samples, are sufficient to establish the forgery. They remained as the true owners since no title was conveyed to Delos Reyes. Quesada is not an innocent purchaser as it was impossible for her, who has close relationship with Delos Reyes, to have no knowledge that the latter was not the true owner of the property. Lastly, they asseverate that the action for reconveyance has not yet prescribed. Asuncion's testimony on the actual and continuous possession is deemed sufficient as it was not rebutted. Moreover, they have other causes of action. They also assert that their action is based on void contracts, which does not prescribe.

At the outset, it bears to emphasize that the RTC has granted the demurrer to evidence filed by Quesada. "A demurrer to evidence is defined as 'an objection or exception by one of the parties in an action at law, to the effect that the evidence which his adversary produced is insufficient in point of law (whether true or not) to make out his case or sustain the issue.' The demurrer challenges the sufficiency of the plaintiffs evidence to sustain a verdict. In passing upon the sufficiency of the evidence raised in a demurrer, the court is merely required to ascertain whether there is competent or sufficient proof to sustain the indictment or to support a verdict of guilt." [13] In the present petition, this Court is confronted with the issue of whether the spouses were able to produce sufficient evidence before the trial court to make out their case or to sustain a verdict.

An action for reconveyance is a legal and equitable remedy granted to the rightful owner of land which has been wrongfully or erroneously registered in the name of another for the purpose of compelling the latter to transfer or reconvey the land to him. Its aim is to show that the person who secured the registration of the questioned property is not its real owner. In an action for reconveyance, the decree of registration is respected as incontrovertible. What is sought instead is the transfer of the property, which has been wrongfully or erroneously registered in another person's name, to its rightful and legal owner, or to one with a better right.[14]

An action for reconveyance is based on Section 53, paragraph 3 of Presidential Decree No. 1529, which reads:

In all cases of registration procured by fraud, the owner may pursue all his legal and equitable remedies against the parties to such fraud without prejudice, however, to the rights of any innocent holder for value of a certificate of title. After the entry of the decree of registration on the original petition or application, any subsequent registration procured by the presentation of a forged duplicate certificate of title, or a forged deed or other instrument, shall be null and void.

This provision should be read in conjunction with Article 1456 of the Civil Code,[15] which provides:

Article 1456. If property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes.

Correlating the above-mentioned provisions with Article 1144(2)[16] of the Civil Code, the prescriptive period for the reconveyance of fraudulently registered real property is ten (10) years reckoned from the date of the issuance of the certificate of title. However, prescription does not commence to run against the party seeking reconveyance based on implied or constructive trust who is in actual, continuous and peaceful possession of the property involved because the action would be in the nature of a suit for quieting of title, an action that is imprescriptible. As long as the land wrongfully registered under the Torrens system is still in the name of the person who caused such registration, an action in personam will lie to compel him to reconvey the property to the real owner.[17] Additionally, an action for reconveyance based on a void contract, as when there was no consent on the part of the alleged vendor, is imprescriptible.[18]

Whether an action for reconveyance prescribes or not is determined by the nature of the action, that is, whether it is founded on a claim of the existence of an implied or constructive trust, or one based on the existence of a void or inexistent contract.[19]

The Court finds that, contrary to the spouses' claim, the action for reconveyance is not based on an implied or constructive trust. The spouses alleged in their complaint that the May 24, 1995 Deed of Donation, which became the basis to transfer the title in Delos Reyes' name, was falsified because their signatures therein are forgeries. Also, the June 16, 2000 Deed of Absolute Sale, which then transferred the title in Quesada's name, was also forged since Rodrigo was in Hawaii during that time. These allegations make the action of reconveyance based on void or inexistent contract. As such, the resolution of the issue of prescription hinges on whether the signatures on the deed of donation and the deed of absolute sale were indeed forged, and, thus, render the documents void.

The issue on the forgery of the signatures in the questioned deeds is essentially a question of fact.[20] The RTC declared that aside from mere denial, there was no sufficient proof to ascertain the authenticity of spouses' signatures since their allegation is not substantiated by the testimony of a witness familiar with their signatures or an expert witness. There were also no samples of their signatures offered before the court for the latter's independent examination as against the questioned deeds. Subsequently, the CA agreed with the trial court in finding that no forgery was proven through the pieces of evidence presented by the Spouses Coronel.

Settled is the rule that forgery cannot be presumed and must be proved by clear, positive and convincing evidence, thus, the burden of proof lies on the party alleging forgery. One who alleges forgery has the burden to establish his/her case by a preponderance of evidence.[21]

To prove the forgery, the spouses offered Asuncion's Judicial Affidavit, the pertinent portion of which reads:

x x x x

23.

Q.

Why do you say that the deed of donation (Exhibit "B") is falsified?

A.

Because it was made to appear therein sir, that my husband and I donated the subject lot to [Delos Reyes]

when in truth and in fact we did not;

24.

Q.

There is a signature over the typewritten name Asuncion Malig in the said deed of donation (Exhibit "B"), which we request to be marked as EXHIBIT "B-1", whose signature is this, if you know?

A.

That is not my signature, sir;

25.

Q.

There is also a signature over the typewritten name Reynaldo Coronel in the said deed of donation (Exhibit "B"), which we request to be marked as EXHIBIT "B-2", whose signature is this, if you know?

A.

That is not the signature of my husband, Reynaldo Coronel, sir;

26.

Q.

Why do you say that that is not the signature of Reynaldo Coronel?

A.

I am familiar with his signature, sir.

x x x x

38.

Q.

Why do you say that the deed of sale (Exhibit "D") is falsified?

A.

Because it was made to appear therein, that the husband of Mina Delos Reyes, Rodrigo A. Rodrigo, signed the deed when in truth and in fact, Rodrigo was absent as he was working at the time in Hawaii, U.S.A.;

x x x x.[22]

In her testimony before the trial court, Asuncion reiterated her denial, thus:

ATTY. CONCEPCION

x x x x

Q: This Judicial Affidavit shows a signature on the left margin of each page up to [page] seven (7). Will you go over please those signatures and tell us whose signatures are those?

A: These are my signatures sir.

Q: There is a signature above the typewritten name-Asuncion Malig-Coronel appear[ing] on page 7 thereof,

whose signature is that?

A: My signature sir.

Q: Do you affirm and confirm the veracity of the statements that as stated in your Judicial Affidavit?

A: Yes, sir.

This Judicial Affidavit your Honor will constitute as the direct testimony of the witness in this case and,

x x x x

Q: There is also an Exhibit "C[;]" B-1 and B-2 appearing in your Exhibit "B[;]" B-1 is the signature of Asuncion Malig. Will you go over the same and tell us if that is your signature?

A: That is not my signature, sir.

May we request your Honor that the signature identified by the witness be bracketed and marked as Exhibit "B-1[;]" your Honor as referred to in the Judicial [A]ffidavit.

THE COURT:

Bracket and mark.

ATTY. CONCEPCION:

Q: There appears also a signature above the typewritten name Reynaldo Coronel, husband, in the said Deed of Donation (Exhibit B), do you know whose signature is that, if you know?

A: That is not the signature of my husband, sir.

x x x x

ON CROSS EXAMINATION:

x x x x

THE COURT:

That, do you have other proofs to substantiate your claimed (sic) that Deed of Donation is falsified. That is better.

ATTY. CONCEPCION:

Yes, your Honor.

THE COURT:

What was falsified in the deed is your signature?

THE WITNESS:

My signature and the signature of my husband [were] fake and falsified in the document- Deed of Donation, sir.

ATTY. BALAJADIA:

What was falsified there, is your signature and the signature of your husband?

The witness:

Yes, sir.

x x x x

ATTY. BALAJADIA:

Q: If you said that [the] Deed of Donation is falsified[,] [w]ill you please [explain] why this Affidavit of Road Right-of-Way granting you or establishing you a Road Right-of-Way through the property in question in order to enter in your property and is executed on June 19, 2000 at Tarlac City?

A: That affidavit of Road Right-of-Way has long been executed and I was [requesting] Mina to return the title but until now she did not return the title to me, sir. (Underscoring supplied)

x x x.[23]

The Court expounded in *Cesar v. Sandiganbayan*[24] that an accurate examination to determine forgery should dwell on both the differences and similarities in the questioned signatures. The reason for this kind of examination was explained, thus:

There are two main questions, or difficulties, that confront the examiner of an alleged forgery. The first of these is to determine how much and to what extent genuine writing will diverge from a certain type, and the second is how and to what extent will a more or less skillful forgery be likely to succeed and be likely to fail in embodying the essential characteristics of a genuine writing. Here we have the very heart of the problem, for, at least in some measure, a forgery will be like the genuine writing, and there is also always bound to be some variation in the different examples of genuine writing by the same writer. Incorrect reasoning infers forgery from any variation or infers genuineness from any resemblance.

The process of identification, therefore, must include the determination of the extent, kind, and significance of this resemblance as well as of the variation. It then becomes necessary to determine whether the variation is due to the operation of a different personality, or is only the expected and inevitable variation found in the genuine writing of the same writer. It is also necessary to decide whether the resemblance is the result of a more or less skillful imitation, or is the habitual and characteristic resemblance which naturally appears in a genuine writing. When these two questions are correctly answered the whole problem of identification is solved.[25]

In imputing alleged forgery in the signatures appearing in the Deed of Donation and Deed of Absolute Sale, the Spouses Coronel should have conducted an examination of the signatures before the trial court. Clearly, the testimonial and pieces of documentary evidence adduced by them does not suffice the requirement needed to show the genuineness of handwriting as set forth by Section 22,[26] Rule 132 of the Rules of Court. A comparison of both the differences and similarities in the questioned signatures should have been made to satisfy the demands of evidence.[27] The Court cannot, therefore, accept the claim of forgery where no comparison of the spouses' signatures was made before the trial, no witness except for Asuncion herself was presented to testify on the same, and no other evidence to validate the same.

The Spouses Coronel insist that a comparison of the signatures in the questioned documents and their genuine signatures on the pleadings shows that there is a substantial variance in the said signatures. Likewise, a comparison of Rodrigo's specimens of genuine signature presented in the trial court (Exhibits "K" to "K-4"), as against the deed of absolute sale, strongly supports that his signature was forged.[28]

The Court observes that the verification and certification of non-forum shopping of the complaint filed before the RTC was dated August 31, 2011. The Judicial Affidavit[29] bearing Asuncion's signature was executed on May 22, 2013 or when she was already 79 years old.[30] However, the deed bearing the questioned signatures was executed on May 24, 1995. It is evident that there was an almost two-decade disparity between the periods the said signatures were executed.

The case of *Reyes v. Vidal*[31] is instructive, viz.:

x x x On the other hand, the standards used by Espinosa in making his comparative study bear dates much closer to that of the disputed signatures. Thus, he examined four genuine signatures that were affixed on October 16, 1945, other four signatures that were affixed in October 1945, one on January 2, 1945, one on January 24, 1945, and one on September 24, 1945. He also examined one affixed on March 12, 1941, only for emphasis. The closeness or proximity of the time in which the standards used had been written to that of the

inspected signature or document is very important to bring about an accurate analysis and conclusion. The selection of the proper standards of comparison is of paramount importance specially if we consider the age and state of health of the author of the questioned signatures. A signature affixed in 1941 may involve characteristics different from those borne by a signature affixed in 1945. And this is because the passing of time and the increase in age may have a decisive influence in the writing characteristics of a person. It is for these reasons that the authorities are of the opinion that in order to bring about an accurate comparison and analysis, the standards of comparison must be as close as possible in point of time to the suspected signature.

x x x x

The standards should, if possible, have been made at the same time as the suspected document. It is preferable that the standards embrace the time of the origin of the document, so that one part comes from the time before the origin and one part from the time after the origin. (Page 423 'Modern Criminal Investigation' by Soderman and O'Connell, 1936, Funk and Wagnalls Company, New York and London.)

If possible not less than five or six signatures should always be examined and preferably double that number. (Page 139, Forensic Chemistry and Scientific Criminal Investigation by Lucas, 1935, Edward Arnold & Co., London.).[32]

As such, the Court disagrees with the allegation of the spouses that the trial court should have examined their signatures in the pleadings as against the alleged forged signatures in the documents. No accurate analysis may be given considering the long period between the time each of them were accomplished. To reiterate, the closeness or proximity of the time in which the standards used to that of the inspected signature is essential to arrive at an accurate analysis and conclusion. Moreover, the passing of time and the increase in age may have a decisive influence in the writing characteristics of Asuncion and Reynaldo.

Asuncion's mere denial and allegation of variance in the signatures cannot be considered as conclusive proofs of forgery. Hence, the Spouses Coronel failed to prove their allegation and simply relied on refutation and the apparent differences of the signatures. Also, they, were unable to establish that the signatures on the said documents were not their signatures since there had never been an accurate examination of the questioned signatures as against samples of signatures executed at the closest possible point of time.

As to Rodrigo's signature in the deed of absolute sale, the Court agrees with the observation of the CA that none of the pieces of evidence, like identification cards and a pawnshop receipt, were issued in the same period as when the deed of absolute sale was executed. Moreover, he admitted that he had used different signatures during his lifetime. Clearly, it was not established with certainty that the signature on the deed was not Rodrigo's.

The Spouses Coronel maintain that the questioned documents cannot be considered as public documents due to non-compliance with formalities required by law. There appears to be only one witness in the deed of donation, and the required acknowledgments from the donor and donee were not indicated. Similarly, Delos Reyes' and Rodrigo's residence certificates were not specified. The presumption of regularity attaches to notarized documents when it is beyond dispute that the notarization was regular, unlike in this case.

A document acknowledged before a notary public is a public document that enjoys the presumption of regularity. It is a prima facie evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution.[33] Regarded as evidence of the facts therein expressed in a clear, unequivocal manner, public documents enjoy a presumption of regularity which may only be rebutted by evidence so clear, strong and convincing as to exclude all controversy as to falsity. The burden of proof to overcome said presumptions lies with the party contesting the notarial document.[34] One who denies the due execution of a deed where one's signature appears has the burden of proving that contrary to the recital in the jurat, one never appeared before the notary public and acknowledged the deed to be a voluntary act.[35] Records reveal that there is no evidence to

substantiate that Asuncion did not appear before the notary public aside from her bare testimony. Her disavowal, without the support of clear and convincing evidence, has not reached the threshold of the required quantum of proof of clear and convincing evidence as to overcome the presumption of regularity attached to public documents. The denial, therefore, is insufficient to discredit the validity of the notarized documents.

The Court notes that the spouses raised the allegation of non-compliance with formalities of the law for the first time in their motion for reconsideration of the July 11, 2017 CA Decision. Issues not raised in the court a quo cannot be raised for the first time on appeal in this Court without violating the basic rules of fair play, justice and due process.[36] Basic considerations of due process dictate that theories, issues and arguments not brought to the attention of the trial court would not ordinarily be considered by a reviewing court, except when their factual bases would not require presentation of any further evidence by the adverse party in order to enable him to properly meet the issue raised, such as when the factual bases of such novel theory, issue or argument is (a) subject of judicial notice; or (b) had already been judicially admitted.[37] This Court cannot delve now on the contention when the spouses never mentioned the same in their complaint, and that Asuncion did not even bother to assert the same during her testimony before the trial court. Furthermore, the issue was not a subject of judicial notice nor was it judicially admitted.

The Spouses Coronel allege that Quesada does not qualify as an innocent purchaser. It was impossible for her to not know that Delos Reyes was not the real owner of the subject property considering her close relationship with the latter. She was obliged to make necessary inquiries as to the real situation of the property prior to purchasing the land.

It was held that no one can transfer a right to another greater than what he himself has.[38] However, there is an exception to the rule that a forged deed cannot be the root of a valid title — that is when an innocent purchaser for value intervenes. Indeed, a forged deed can legally be the root of a valid title when an innocent purchaser for value intervenes.[39]

The burden of proving the status of a purchaser in good faith lies upon one who asserts that status, and this onus probandi cannot be discharged by mere invocation of the legal presumption of good faith.[40] A purchaser in good faith is one who buys property without notice that some other person has a right to or interest in such property and pays its fair price before he or she has notice of the adverse claims and interest of another person in the same property. The honesty of intention which constitutes good faith implies a freedom from knowledge of circumstances which, ought to put a person on inquiry.[41]

Settled is the rule that every person dealing with registered land may safely rely on the correctness of the certificate of title issued therefor and the law will in no way oblige him to go beyond the certificate to determine the condition of the property. Where there is nothing in the certificate of title to indicate any cloud or vice in the ownership of the property, or any encumbrance thereon, the purchaser is not required to explore further than what the Torrens Title upon its face indicates in quest for any hidden defects or inchoate right that may subsequently defeat his right thereto. However, this rule shall not apply when the party has actual knowledge of facts and circumstances that would impel a reasonably cautious person to make such inquiry or when the purchaser has knowledge of a defect or the lack of title in his vendor or of sufficient facts to induce a reasonably prudent person to inquire into the status of the title of the property in litigation.[42]

To prove that Quesada was not an innocent purchaser for value, the Spouses Coronel offered Asuncion's Judicial Affidavit, to wit:

x x x x

- Q. How is Mina Delos Reyes and Corazon Solis Quesada related, if any?

A. They were like sisters-in-law, sir;

- Q. Why do you say that?

A. Because Mina Delos Reyes is a sister of Marcelino Delos Reyes who is the live-in partner of Corazon S. Quesada and the two of them, Mina and Corazon, were known close associates and close family members, sir;

- Q. You said Delos Reyes and Corazon S. Quesada colluded and conspired against you, why do you say that?

A. Because both of them knew me and my husband personally, with Mina Delos Reyes being my niece and Corazon S. Quesada is the live-in partner of my nephew Marcelino Delos Reyes, and they did not tell or inform us that they are transferring, as they had transferred, the title of our property to their names through falsified and forged documents (Exhibits "B" and "D"), sir;

x x x.[43]

Asuncion also proffered in her testimony that the fake deed of absolute sale and the Marriage Contract of Delos Reyes and Rodrigo demonstrating that Delos Reyes' signature in the deed as falsified augment their claim of collusion between Delos Reyes and Quesada to transfer the title and eventual sale of the subject property.[44] However, the Court finds that no other evidence showing that Quesada was aware of the circumstances surrounding the subject property was presented. As pointed by the CA, there was nothing in the certificate of title under Delos Reyes' name that would reveal any other claims over the property. The allegation that the close relationship between Delos Reyes and Quesada indicate the latter's knowledge of defect in the former's title is purely speculative.

Lastly, the Spouses Coronel aver that their action has not yet prescribed as they are in possession of the subject property. They never relinquished possession of the property since the time they bought the same in 1980. Asuncion claimed that they installed a tenant, Arsenio Antonio (Antonio), on the property.[45]

However, it appears that Antonio knew of a, different owner before he eventually approached the spouses to lease the property. He acknowledged that Delos Reyes and her family lived in the subjclt property before he first noticed it vacant in 2006.[46] He was only aware that the spouses owned the lot at the back since he never saw them occupied the subject property.[47] Thus, some part of Antonio's testimony negated the spouses' assertion that Delos Reyes and Quesada never obtained physical possession. Besides, the spouses did not present any evidence of their possession of the property prior to Antonio's occupancy sometime in August 2010.

While the Spouses Coronel admitted in the instant petition that Asuncion's testimony is their only evidence of possession, they aver that the un rebutted testimony is sufficient and shifted the burden of proof to Quesada. The Court finds such contention specious. It is settled that each party must prove his affirmative allegation, and that mere allegation is not evidence.[48] Basic is the rule that the party making allegations has the burden of proving them by a preponderance of evidence. Parties must rely on the strength of their own evidence, not upon the weakness of the defense offered by their opponent.[49] The Spouses Coronel's evidence must stand on its own merit and must be scrutinized for veracity and probative value. It is not rendered conclusive simply because it was not met with evidence from the defense.[50] From the foregoing, the Court finds the spouses unable to clearly establish: the forgery, Quesada's actual knowledge of defect in Delos Reyes' title, and their actual, continuous, and peaceful possession of the subject property.

All told, the Court finds that the CA did not err in affirming the RTC's resolution to dismiss the Spouses Coronel's complaint.

WHEREFORE, the petition is DENIED. The Decision dated July 11, 2017 and the Resolution dated January 22, 2018 of the Court of Appeals in CA-G.R. CV No. 102775 are AFFIRMED.

SO ORDERED.

Leonen, and A. Reyes, Jr., JJ., concur.

Hernando, J., on wellness leave.

Inting, J., on leave.

[1] Penned by Associate Justice Zenaida T. Galapate-Laguilles with Associate Justices Japar B. Dimaampao and Franchito N. Diamante, concurring; rollo, pp. 28-43.

[2] Id. at 45-47.

[3] Id. at 29.

[4] Id.

[5] Id. at 30.

[6] Id. at 30-31.

[7] Penned by Presiding Judge Jose S. Vallo; CA rollo, pp. 11-15.

[8] Id. at 15.

[9] Id. at 13.

[10] Id. at 14.

[11] Rollo p. 43. (Emphasis in the original)

[12] Id. at 15-16.

[13] Choa v. Choa, 441 Phil. 175, 183 (2002). (Citations omitted).

[14] Hi-Tone Marketing Corp. v. Baikal Realty Corp., 480 Phil. 545, 573 (2004).

[15] Caro v. Court of Appeals, 259 Phil. 891, 898 (1989).

[16] ARTICLE 1144. The following actions must be brought within ten years from the time the right of action accrues:

x x x x

(2) Upon an obligation created by law;

[17] Salomon v. Intermediate Appellate Court, 263 Phil. 1068, 1081-1082 (1990), citing Baranda v. Baranda, 234 Phil. 64, 77 (1987).

[18] Uy v. Court of Appeals, et al., 769 Phil. 705, 721 (2015).

[19] Id.

[20] Spouses Villaceran v. De Guzman, 682 Phil. 426, 436 (2012).

[21] Gepulle-Garbo v. Spouses Garabato, 750 Phil. 846, 855 (2015).

[22] Records, Vol. II, pp. 240-241.

[23] TSN, July 5, 2013, pp. 3-6, 28-29.

[24] 219 Phil. 87, 106 (1985).

[25] *Id.* at 106-107, citing *The Problem of Proof*, Osborn, pp. 481-482. (Emphases supplied).

[26] Section 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.

[27] *Spouses Orsolino v. Frany*, 808 Phil. 212, 220 (2017).

[28] *Rollo*, p. 20.

[29] *Records*, Vol. II, pp. 238-244.

[30] *Id.* at 238.

[31] 91 Phil. 126 (1952).

[32] *Id.* at 131-132. (Emphases supplied)

[33] *Spouses Santos v. Spouses Lumbao*, 548 Phil. 332, 349 (2007).

[34] *Dela Peña, et al. v. Avila, et al.*, 681 Phil. 553, 567 (2012).

[35] *Spouses Santos v. Spouses Lumbao*, *supra* note 33.

[36] *Salao v. Court of Appeals*, 348 Phil. 529, 535 (1998).

[37] *Borromeo v. Mina*, 710 Phil. 454, 461-462 (2013).

[38] *Development Bank of the Philippines v. Prudential Bank*, 512, Phil. 267, 278 (2005).

[39] *Rufloe, et al. v. Burgos, et al.*, 597 Phil. 261, 270 (2009).

[40] *Tolentino, et al. v. Sps. Latagan, et al.*, 761 Phil. 108, 134 (2015).

[41] *Id.*

[42] *Id.*

[43] *Records*, Vol. II, p. 242.

[44] *TSN*, July 5, 2013, p. 34.

[45] *Id.* at 35.

[46] *Judicial Affidavit of Arsenio Antonio*, records, vol. II, pp. 207-208.

[47] *Id.* at 209.

[48] *Lopez v. Bodega City (Video-Disco Kitchen of the Philippines) and/or Torres-Yap*, 558 Phil. 666, 679 (2007).

[49] *Gajudo v. Traders Royal Bank*, 519 Phil. 791, 803 (2006).

[50] *Almeda, et al. v. Heirs of Ponciano Almeda*, G.R. No. 194189, September 14, 2017, 839 SCRA 630, 659.

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