

**HEIRS OF JUAN ESQUIVEL, REPRESENTED BY LYDIA BARCE-SARZA, [DECEASED], SUBSTITUTED BY MA. CARMELITA SARZA-SULIT, PETITIONERS, VS. CHARLES PIELAGO CLEMENTE III, RESPONDENT.**

*G.R. No. 260049, August 04, 2025*

Ponente: INTING, J.

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**INTING, J.:**

Before the Court is a Petition for Review on Certiorari[1] (Petition) under Rule 45 of the Rules of Court assailing the Decision[2] dated September 24, 2021, and the Resolution[3] dated March 15, 2022, of the Court of Appeals (CA) in CA-G.R. SP No. 160500. The CA granted the Petition for Certiorari filed by respondent Charles Pielago Clemente III (respondent), and reversed and set aside the Orders dated November 16, 2018,[4] and February 28, 2019,[5] of Branch 5, Regional Trial Court (RTC), Legazpi City in Civil Case No. 9726.

**The Antecedents**

The present case is an offshoot of Civil Case No. 9726 (Reconveyance Case), which involved a Complaint for Reconveyance, Legal Redemption and Damages (Complaint) that was filed on August 11, 1999,[6] by the Heirs[7] of Juan Esquivel (Juan) (collectively, petitioners) against defendants therein, namely: Roger Esquivel (Roger), an heir of Felisberto Esquivel (Felisberto), brother of Juan; Gloria Esquivel-Samar (Gloria); the City of Legazpi; Allied Moulding Corporation (AMC); and the Register of Deeds of Legazpi City. Petitioners sought to recover their share in a parcel of land designated as Lot No. 647 and covered by Original Certificate of Title (OCT) No. 980(2324) in the name of Ramon Esquivel and Pia Altavano, the deceased parents of Juan.[8]

In the Reconveyance Case, petitioners alleged that Gloria[9] and Roger, through fraud and misrepresentation, executed an Extrajudicial Settlement of Estate dated June 1, 1998, which allowed them to cancel OCT No. (980)2324 and register the property in their names under TCT No. 49305. The property was then subdivided into Lots 647-A, 647-B, and 647-C. Lot No. 647-B, which was donated to the City of Legazpi, was eventually converted to a public road.[10] As to Lot Nos. 647-A and 647-C, they were respectively registered under TCT Nos. 49440 and 49439 in the names of Roger and Gloria.[11] Later, or sometime in October 1998, Gloria and Roger sold Lot Nos. 647-A and 647-C to AMC and by virtue of which, TCT Nos. 49439 and 49440 were cancelled and TCT Nos. 49569 and 49570 were issued in the name of AMC.[12]

On September 6, 1999, petitioners caused the annotation of the Notice of Lis Pendens on TCT Nos. 49569 and 49570 as Entry No. 14221.[13]

On May 26, 2005, while the Reconveyance Case was pending, Entry No. 14221 on both TCT Nos. 49569 and 49570 was cancelled by Entry No. 11302 on the basis of a Supreme Court Decision in G.R. No. 163877. Purportedly, it was not apparent in Entry No. 11302 that G.R. No. 163877 pertained to another case distinct from the Reconveyance Case, as it involved a certain Juan Sarza against Roger, Gloria, AMC, the City of Legazpi, and the Register of Deeds of Legazpi City.[14] From May 2005 to December 3, 2014, the notice of lis pendens was neither reinstated nor a new notice annotated on the said titles.[15]

On February 17, 2010, the RTC issued a Decision in the Reconveyance Case. The RTC determined that Lot No. 647 remained part of the Estate of Ramon Esquivel, Juan's father, when he died on March 9, 1930, and that upon his death, his heirs inherited Lot No. 647 in equal shares. It then concluded that Gloria and Roger could not unilaterally adjudicate Lot No. 647 unto themselves. Thus, the RTC ordered the Register of Deeds of Legazpi City to restore OCT No. (980)2324 covering Lot No. 647 and to cancel TCT Nos. 49305 in the name of Gloria and Roger, as well as the TCTs that succeeded it, including TCT Nos. 49439, 49440, 49569, and 49570.[16]

The RTC further ruled that Legazpi City and AMC were not innocent purchasers for value. However, as to Lot No. 647-B, the RTC found that a public road was built thereon; hence, it was a property of public domain, although Ramon's heirs may demand just compensation for the lot.[17]

The RTC Decision in the Reconveyance Case was appealed to the CA and docketed as CA-G.R. CV No. 95621.

On January 14, 2014, the CA rendered its Decision,[18] which affirmed with modification the RTC Decision. Particularly, the CA (1) nullified the Extrajudicial Settlement of Estate dated June 1, 1998; (2) declared the Deed of Sale over Lot No. 647 in favor of AMC valid, but only as to the proportionate shares of the Heirs of Felisberto, represented by Roger, and that of Gloria and the Heirs of Felix Esquivel, Gloria's brother; (3) decreed the cancellation of TCT No. 49305 in the names of Gloria and Roger, as well as other titles issued thereafter, particularly, TCT Nos. 49439, 49440, 49569, and 49570; and (4) ordered the restoration of OCT No. (980)2324 in the names of Spouses Ramon and Pia Esquivel and the cancellation of TCT Nos. 49439, 49440, 49569, and 49570 covering only Lot Nos. 647-A and 647-C.[19]

The CA Decision in CA-G.R. CV No. 95621 was further appealed to the Court and docketed as G.R. No. 212055.[20]

In a Resolution dated January 26, 2015, the Court dismissed the Appeal for failure to show any reversible error on the part of the CA. This Resolution became final and executory on October 28, 2015.[21]

In the meantime, on December 3, 2014, and while G.R. No. 212055 was pending with the Court, respondent bought Lot Nos. 647-A and 647-C (subject property) from AMC. The Deeds of Absolute Sale covering the purchase of the subject property were registered with the Registry of Deeds of Legazpi City. Accordingly, TCT Nos. 49569 and 49570 were cancelled and TCT Nos. 085-2014000513 and 085-2014000514 were issued in respondent's name.[22]

#### Execution Proceedings in the Reconveyance Case

When the Court's Resolution in G.R. No. 212055 has attained finality, petitioners sought the execution of the judgment cancelling TCT No. 49305 in the name of Gloria and Roger, as well as the TCTs that succeeded it, namely, TCT Nos. 49439, 49440, 49569, and 49570.[23] Thus, on December 15, 2016, the RTC issued a Writ of Execution in the Reconveyance Case.[24] However, the Register of Deeds of Legazpi was unable to restore OCT No.(980)2324 because TCT Nos. 49569 and 49570 were already cancelled and superseded by TCT Nos. 085-2014000513 and 085-2014000514 in the name of respondent.[25]

Petitioners then sent demand letters to respondent and requested that he surrender to the RTC the TCTs in his possession. However, respondent did not act on their request.[26]

Thus, petitioners filed with the RTC a Motion to Direct Charles Pielago Clemente III to Produce TCT Nos. 085-2014000513 and 085-2014000514 (Motion for Production). In his Comment/Opposition Ad Cautelam, respondent opposed the Motion for Production and argued that he acquired the parcels of land in good faith by virtue of a valid absolute sale with AMC. Respondent asserted that when he acquired the subject property from

AMC, there was no annotation of any adverse claim in AMC's Torrens certificates of title, i.e., TCT Nos. 49569 and 49570. Respondent added that he was not impleaded as a real party-in-interest in the Reconveyance Case and was therefore denied an opportunity to defend his claim over the subject property.[27]

#### The Orders of the RTC

In an Order[28] dated November 16, 2018, the RTC granted the Motion for Production. The dispositive portion of the Order reads:

WHEREFORE, premises considered, [petitioners'] "Motion to Direct Charles Pielago Clemente III to Produce TCT No. 085-2014000513 and No. 085-2014000514" is GRANTED for being meritorious and Charles Pielago Clemente III is DIRECTED to produce before this court on 6 December 2018 at 8:30 in the morning the original owner's copy of TCT Nos. 085-2014000513 and 085-2014000514 for the immediate implementation of the 15 December 2016 Writ of Execution.

The Process Server of this Court is directed to personally serve a copy of this Order to the counsel of Charles Pielago Clemente III.

SO ORDERED.[29]

In granting the Motion for Production, the RTC explained that while respondent was not impleaded as a party in the Reconveyance Case, he may be bound by the final judgment in the case because of the Notice of Lis Pendens annotated on AMC's titles, i.e., TCT Nos. 49569 and 49570, and on each owner's duplicate thereof. The RTC emphasized that the Notice of Lis Pendens was annotated on September 6, 1999, prior to the sale of the subject property to respondent on December 3, 2014. It added that the Notice of Lis Pendens charges all strangers with notice of the particular litigation referred to therein, and therefore, any right they may thereafter acquire on the property is subject to the eventuality of the suit.[30]

Respondent filed a Motion for Reconsideration of the RTC Order dated November 16, 2018 and asserted that he cannot be bound by the Notice of Lis Pendens in Entry No. 14221 as it had already been cancelled under Entry No. 11302, which was inscribed on May 26, 2005,[31] before he purchased the property on December 3, 2014, as evidenced by the annotations at the dorsal portion of TCT Nos. 49569 and 49570.[32]

In an Order[33] dated February 28, 2019, the RTC denied respondent's Motion for Reconsideration. It found that the Notice of Lis Pendens in Entry No. 14221 was erroneously cancelled by the Registrar of Deeds under Entry No. 11302. It stated that the cancellation of the Notice of Lis Pendens was based on G.R. No. 163877, which is different and separate from the Reconveyance Case. It further determined that even if the Notice of Lis Pendens was already cancelled at the time that respondent purchased the property covered by TCT Nos. 49569 and 49570, respondent should have inquired from the seller and the RTC about the nature of the annotations on the subject titles to prove his status as a buyer in good faith and for value.[34]

Aggrieved, respondent filed with the CA a Petition for Certiorari assailing the RTC Orders dated November 16, 2018 and February 28, 2019 (collectively, RTC Orders).

#### The Ruling of the CA

On September 24, 2021, the CA rendered the assailed Decision[35] which granted the Petition and reversed and set aside the RTC Orders. The dispositive portion of the Decision states:

WHEREFORE, premises considered, the Petition for Certiorari is GRANTED. The Orders, dated November 16, 2018 and February 29, 2019, of the Regional Trial Court, Branch 5, Legazpi City, in Civil Case No. 9726 are REVERSED AND SET ASIDE.

The Motion for Reconsideration of [respondent] Charles Clemente III praying for the reconsideration of Our Resolution promulgated on January 30, 2020, is DENIED on the ground of mootness.

In the event that [respondent] Charles Clemente III already surrendered his duplicate copies of Transfer Certificate of Title Nos. 085-2014000513 and 085-2014000514 to the RTC or the Register of Deeds of Legazpi City, the certificates are ordered returned to him. In case the certificates can no longer be returned to him due to their cancellation, then the Register of Deeds of Legazpi City is ordered to reinstate or re-issue TCT Nos. 085-2014000513 and 085-2014000514 in the name of [respondent] Charles Clemente III.

SO ORDERED.[36]

The CA ruled that the RTC acted with grave abuse of discretion when it granted the Motion for Production because it did not have jurisdiction over respondent, who was never impleaded in the case and therefore a stranger to the Reconveyance Case. The CA stressed that the Reconveyance Case was an action in personam; as such, the judgment therein binds only the parties thereto. It explained that respondent cannot be deemed as AMC's transferee pendente lite because the Notice of Lis Pendens in Entry No. 14221 had already been cancelled under Entry No. 11302 when respondent bought the property from AMC in December 2014.[37]

The CA further determined that respondent was an innocent purchaser for value. It explained that when respondent entered into the sale transaction over the subject property in December 2014, he had no notice of any defect in AMC's titles over the subject property considering that the Notice of Lis Pendens annotated therein had already been cancelled for more than nine years prior to the sale. The CA emphasized that no subsequent entry of any encumbrance or lien was made on TCT Nos. 49569 and 49570.[38] Citing *Constantino v. Espiritu*,[39] the CA enunciated that even if the cancellation of the notice of lis pendens was erroneous, such fact cannot prejudice respondent.[40]

Petitioners filed a Motion for Reconsideration of the assailed CA Decision, but the CA denied it in its Resolution[41] dated March 15, 2022.

Thus, the present Petition.

#### Petitioners' Arguments

Petitioners maintain that respondent may be directed to surrender his certificates of title even if he is not a party in the Reconveyance Case because he remains bound by the Notice of Lis Pendens under Entry No. 14221. To petitioners, the mere existence of Entry No. 14221 in TCT Nos. 49569 and 49570 should have put respondent on guard and prompted him to inquire beyond the four corners AMC's titles. They insist that respondent should have investigated the termination of the Reconveyance Case because Entry No. 11302, which cancelled Entry No. 14221, merely mentioned a purported Supreme Court ruling in G.R. No. 163877, without expressly stating the parties thereto and the incidents involved in that case.[42]

Petitioners further assert that the CA misapplied the legal concept of a buyer in good faith and erroneously relied on *Constantino* as basis for its ruling. Petitioners posit that *Constantino* does not apply in the present case because the Notice of Lis Pendens dated September 6, 1999, was clearly inscribed on TCT Nos. 49570 and 49569 as Entry No. 14221.[43]

#### Respondent's Arguments

In his Comment,[44] respondent counters that the CA correctly applied the case of *Constantino* in his favor. He asserts that the factual circumstances in *Constantino* are similar to his case, in that the buyer therein was deemed in good faith when it relied on the cancelled annotation of a Notice of Lis Pendens, even though the cancellation was later shown to have been improper or illegal. Respondent contends that *Constantino* is applicable to him

because when he bought the property covered by TCT Nos. 49570 and 49569, the annotated lis pendens had already been cancelled.

Respondent further argues that he was never impleaded in the Reconveyance Case; hence, the judgment in the Reconveyance Case cannot be enforced against him without violating his right to due process. He then echoes the CA's conclusion that the RTC did not acquire jurisdiction over his person and that it committed grave abuse of discretion when it directed him to surrender the TCTs in his possession.

#### The Issues

The issue before the Court is whether the CA correctly held that the RTC lacked jurisdiction over respondent because (1) he cannot be deemed a transferee pendente lite of AMC; and (2) he was a buyer in good faith and for value.

#### The Ruling of the Court

The Petition is partly meritorious.

The CA erred in holding that respondent may rely only on the four corners of TCT Nos. 49569 and 49570 when he purchased the subject property from AMC. It also committed a grave error when it prematurely made a ruling on the status of respondent as an innocent purchaser for value without a hearing and trial.

However, whether the final judgment in the Reconveyance Case may be enforced against respondent cannot be resolved at this point because the matter requires the presentation of further evidence on the reasonable precaution, if any, that respondent exercised before purchasing the subject property from AMC. In view thereof, the case is remanded to the CA to hear the parties and for the reception of evidence.

The Reconveyance Case is an action in personam that binds only the parties thereto and their successors-in-interest who had notice of the pending suit

"An action for reconveyance is one that seeks to transfer property, wrongfully registered by another, to its rightful and legal owner." [45] The Court has repeatedly held that an action for reconveyance or for the declaration of nullity of title and recovery of ownership of real property is an action in personam that binds only the parties properly impleaded in the case and their successors-in-interest by title subsequent to the commencement of the action. [46] A judgment in a reconveyance is binding only upon the parties properly impleaded and duly heard or given an opportunity to be heard. [47]

Rule 39, Section 47(b) of the Rules of Court provides the effect of a judgment in an action in personam, such as the Reconveyance Case, to wit:

SECTION 47. Effect of judgments or final orders. – The effect of a judgment or final order rendered by a court of the Philippines, having jurisdiction to pronounce the judgment or final order, may be as follows:

. . . .

(b)

In other cases, the judgment or final order is, with respect to the matter directly adjudged or as to any other matter that could have been raised in relation thereto, conclusive between the parties and their successors in interest by title subsequent to the commencement of the action or special proceeding, litigating for the same thing and under the same title and in the same capacity[.] (Emphasis supplied)

Here, there is no dispute that respondent was never impleaded as one of the parties in the Reconveyance Case.

Petitioners nonetheless aver that the judgment in the Reconveyance Case may be summarily enforced by the RTC against respondent because he is a transferee pendente lite or successor-in-interest of AMC, a defendant in the Reconveyance Case, having purchased the property from AMC in December 2014, while the case was still pending.

The Court is not convinced by petitioners' argument.

It is true that under Rule 3, Section 19[48] of the Rules of Court,[49] it is not necessary for a transferee pendente lite to be impleaded in the pending case, as the law already considers its interest joined or substituted in the pending action, commencing at the exact moment when the transfer of interest is perfected between the original party-transferor and the transferee pendente lite.[50] The transferee pendente lite need not be included or impleaded in the case to be bound by the judgment rendered in the case because they stand exactly in the shoes of the transferor.[51] Further, their title to the property is deemed subject to the incidents and results of the pending litigation.[52]

However, a subsequent purchaser who was not impleaded in a pending suit for the recovery of title to or possession of registered land becomes bound by the judgment rendered in the case only when they have actual or constructive knowledge of the pending litigation.[53] The principle is founded on Section 44[54] of Presidential Decree No. 1529, which states that every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted in said certificate and other statutory liens.

Because our present statutes afford certain protections to innocent purchasers for value, the Court has held that a decision involving any title to registered land will bind only the parties thereto, unless a notice of the pendency of the action is duly registered and annotated on the back of the certificate of title covering the property in issue,[55] or the transferee's actual knowledge of the proceedings appears on record.[56]

None of these circumstances were sufficiently established by petitioners; hence, the CA correctly determined that the RTC gravely abused its discretion when it directed respondent to surrender the TCTs over the subject property that were in his possession.

A.

Actual knowledge of the Reconveyance Case

A purchaser of registered land in litigation may be bound by the judgment against its predecessor-in-interest if it had actual knowledge of the pending suit.[57] The principle applies even when the pending litigation was unrecorded, or in instances when the notice was already cancelled at the time of the property's transfer.[58] Certainly, while our present laws and procedural rules dictate that it is the act of registration of a notice of lis pendens that constitutes constructive notice of the pending suit, actual notice and knowledge must be deemed equivalent to registration because to hold otherwise is to tolerate deceit and misuse of the Torrens System as a shield for fraud.[59]

Knowledge, as the mental state of awareness of a fact, ordinarily requires the presentation and evaluation of evidence.[60] However, it may be established without the presentation of evidence if there are judicial admissions or stipulations by the parties to that effect,[61] which are not present in the case at bar. To the contrary, respondent disclaimed any knowledge of the pending Reconveyance Case. Absent any admission or stipulation that could be taken as incontrovertible proof that respondent had actual knowledge of the pendency of the Reconveyance Case, the judgment rendered therein cannot be summarily executed against him.

B.

Constructive knowledge of the Reconveyance case

Pursuant to Section 44 in relation to Section 76 of Presidential Decree No. 1529, no court proceeding directly affecting title to or use of registered land shall have any effect as against persons other than the parties thereto, unless a notice of lis pendens is registered with the Register of Deeds and duly annotated on the certificate of title covering the litigated property, viz.:

SECTION 44. Statutory Liens Affecting Title. – Every registered owner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted in said certificate and any of the following encumbrances which may be subsisting, namely:

. . . .

SECTION 76. Notice of Lis Pendens. – No action to recover possession of real estate, or to quiet title thereto, or to remove clouds upon the title thereof, or for partition, or other proceedings of any kind in court directly affecting the title to land or the use or occupation thereof or the buildings thereon, and no judgment, and no proceeding to vacate or reverse any judgment, shall have any effect upon registered land as against persons other than the parties thereto, unless a memorandum or notice stating the institution of such action or proceeding and the court wherein the same is pending, as well as the date of the institution thereof, together with a reference to the number of the certificate of title, and an adequate description of the land affected and the registered owner thereof, shall have been filed and registered. (Emphasis supplied)

Rule 13, Section 19 of the Rules of Court similarly provides that in an action affecting title to or possession of real property, it is only from the time of filing of the notice of lis pendens for record in the Office of the Register of Deeds that a purchaser or encumbrancer of the property is deemed to have constructive notice of the pendency of the action:

SECTION 19. Notice of Lis Pendens. – In an action affecting the title or the right of possession of real property, the plaintiff and the defendant, when affirmative relief is claimed in his or her answer, may record in the office of the registry of deeds of the province in which the property is situated a notice of the pendency of the action. Said notice shall contain the names of the parties and the object of the action or defense, and a description of the property in that province affected thereby. Only from the time of filing such notice for record shall a purchaser, or encumbrancer of the property affected thereby, be deemed to have constructive notice of the pendency of the action, and only of its pendency against the parties designated by their real names. (Emphasis supplied)

"Lis pendens is a Latin term which literally means a pending suit."<sup>[62]</sup> It serves as constructive notice of a pending case that affects title to or possession of the registered land on whose title the notice was recorded.<sup>[63]</sup> Case law<sup>[64]</sup> specifically defines it as an announcement and warning to the whole world that a particular property is in litigation and charges all strangers with knowledge of the pending case referred to in the notice of lis pendens, such that any interest in the property that they may thereafter acquire is subject to the eventuality of the suit.

Thus, in cases<sup>[65]</sup> where a notice of lis pendens was duly annotated on a Torrens certificate of title covering the property subject of an action affecting title to or possession over it, the Court held that a writ of execution may be issued against a person who, though not impleaded in the case, acquired the property while the suit was pending or is a transferee pendente lite. In these cases, the Court ruled that a separate action need not be filed by the victorious party to enforce their right to recover the property from the transferee pendente lite.<sup>[66]</sup> The modification of the final decision against the transferor to include the transferee pendente lite would not violate the doctrine of immutability of judgment because the transferee's inclusion "is only a legal consequence of the

established doctrine that a final judgment binds the privy of a litigating party." [67]

In the present case, it is uncontested that on September 6, 1999, a notice of lis pendens concerning the Reconveyance Case was annotated as Entry No. 14221 on AMC's titles, i.e., TCT Nos. 49569 and 49570, and on each owner's duplicate thereof. [68] In accordance with Sections 44 and 76 of Presidential Decree No. 1529, the notice of lis pendens annotated on AMC's titles would have served as constructive notice to anyone dealing with the subject property, including herein respondent, that there is a pending suit, i.e., the Reconveyance Case, that affects AMC's title over the property.

i.

#### Effect of cancellation of a notice of lis pendens

Section 77 [69] of Presidential Decree No. 1529 provides the manner through which a notice of lis pendens may be cancelled, to wit: "(1) upon order of the court after proper showing that the notice is for the purpose of molesting the adverse party, or that it is not necessary to protect the rights of the party who caused it to be registered, before final judgment; (2) by the Register of Deeds, upon verified petition of the party who caused the registration thereof; or (3) upon the registration of a certificate of the clerk of court in which the action or proceeding was pending stating the manner of disposal thereof, after final judgment in favor of the defendant, or other disposition of the action such as to terminate finally all rights of the plaintiff in and to the realty involved." [70]

In this regard, the Court has repeatedly held that "cancellation of a notice of pendency terminates the effects of such notice." [71] Thus, in several cases [72] affecting title to registered land, the Court refused to consider a final judgment in the case as binding upon a person who purchased the property in litigation, considering that at the time of the property's transfer, the notice of lis pendens annotated on the certificate of title covering the property had already been cancelled, even though the case was still on-going and had not yet been terminated with finality. The Court explained that with the cancellation of the notice of lis pendens, the Torrens certificate of title was deemed free from any notice of the pending suit. [73]

Here, a perusal of TCT Nos. 49569 and 49570 shows that the Notice of Lis Pendens annotated thereon under Entry No. 14221 was subsequently cancelled by Entry No. 11302 on May 26, 2005. [74] Petitioners do not dispute the finding of the CA that from May 26, 2005 to December 3, 2014, the Notice of Lis Pendens on TCT Nos. 49569 and 49570 was never reinstated; neither was a new notice concerning the Reconveyance Case annotated on AMC's titles. [75]

Thus, when respondent purchased the property from AMC on December 3, 2014, the Notice of Lis Pendens under Entry No. 14221 in both TCT Nos. 49569 and 49570 had already been cancelled by Entry No. 11302 on May 26, 2005, or about nine years prior to the sale. Thus, at the time of the property's sale to respondent in 2014, AMC's titles appeared to be free from any notice of lis pendens considering that the effects of the latter were already terminated by its cancellation in 2005.

ii.

#### Effect of defects in the cancellation of the notice of lis pendens

Petitioners aver that the mere existence of a notice of lis pendens appearing on AMC's titles, even if cancelled by Entry No. 11302, was sufficient to place respondent on guard as regards the capacity of AMC to alienate the subject property. They argue that respondent should have conducted further investigation considering that Entry No. 11302 merely mentioned a Supreme Court order in G.R. No. 163877 without stating the parties involved therein.

On the other hand, the CA cited *Constantino v. Espiritu*[76] and *Munoz v. Yabut, Jr.*[77] as basis for its conclusion that the cancellation of the notice of *lis pendens*, as it appears on the certificates of title, was sufficient to terminate its effects as to third persons, such as respondent.

The Court finds for petitioners.

Well-settled is the rule that entries in official records made by a public officer, such as the Register of Deeds, in the performance of a duty specially enjoined by law, are *prima facie* evidence of the facts therein stated.[78] Relevantly, Section 10[79] of Presidential Decree No. 1529 specifically enjoins the Register of Deeds to "immediately register an instrument presented for registration dealing with real or personal property which complies with all the requisites for registration." It has thus been held that the entries made by the Register of Deeds in the Primary Entry Book[80] and in the memorandum of encumbrances of a Torrens certificate of title[81] are *prima facie* evidence of the facts stated therein. Likewise, the public may rightfully presume that an instrument recorded by the Register of Deeds exists and is genuine.[82]

Thus, as a general rule, when the Register of Deeds inscribes an entry on a certificate of title cancelling a notice of *lis pendens* earlier annotated thereon, the public may safely presume that the cancellation was correct and therefore terminates the effect of the notice of *lis pendens*.<sup>[83]</sup> The presumption flows from the fact that the cancellation of *lis pendens* was annotated by the Register of Deeds, the public office which possesses the statutory duty under Sections 10 and 77<sup>[84]</sup> of Presidential Decree No. 1529 to make such annotations and to record instruments dealing with registered land.

By way of exception, a purchaser or encumbrancer of registered land that is subject of a pending suit affecting title to or possession of the property cannot rely on the presumption of regularity in favor of the annotations appearing on a Torrens certificate of title if the defect is apparent on the face of the document. Verily, the Court has held in several cases that the presumption of regularity in the performance of official functions cannot apply if there is an apparent flaw or patent defect appearing in a public document;<sup>[85]</sup> when the public document or official act in question is irregular on its face;<sup>[86]</sup> or when the public document is facially deficient and incomplete due to material omissions apparent thereon.<sup>[87]</sup>

The exception is illustrated in *Voluntad v. Spouses Dizon*.<sup>[88]</sup> In that case, an inscription was made on a certificate of title which cancelled a notice of *lis pendens* earlier annotated thereon. Notwithstanding the cancellation of the notice of *lis pendens*, the Court ruled that the transferee of the property in litigation should have made inquiries as regards the status of the suit to determine if it had been terminated with finality. In the absence of proof that the purchaser exercised such prudence, he or she would be deemed a transferee *pendente lite* who is bound by the judgment in the suit referred to in the cancelled notice of *lis pendens*.

In *Voluntad*, the defect in the entry was apparent on the face of the certificate of title, considering that the cancellation of *lis pendens* was effected a mere 4 days from the issuance of the RTC Order, or before the lapse of the 15-day period to appeal. The entry in *Voluntad* appeared on the certificate of title as follows:

Entry No. 85179 (M): ORDER issued by RTC Br. 16, Malolos, Bulacan; By virtue of an order, *Lis Pendens* annotated under Entry No. 74364(M) is hereby dismissed and cancelled; Date of the Instrument May 20, 1993; Date of Inscription May 24, 1993 at 10:50 a.m. (Emphasis supplied)

Similarly, in *Mendoza v. Spouses Garana*,<sup>[89]</sup> the Court held that the mere fact that a different person sought the cancellation of an adverse claim is a suspicious circumstance that should prompt the potential buyer to inquire beyond the four corners of the Torrens certificate of title. Likewise, in *Torbela v. Spouses Rosario*,<sup>[90]</sup> the Court held that a bank cannot be deemed a mortgagee in good faith in a mortgage transaction involving registered land because the defect in the entry that cancelled the adverse claim annotated on the certificate of title was apparent

on the face of the instrument for being manifestly contrary to Section 70[91] of Presidential Decree No. 1529, which sets forth the proper procedure for the cancellation of an adverse claim. In Torbela, the cancellation was patently irregular because it did not mention any court order as basis therefor. Further, the adverse claim was annotated by a certain Cornelio T. Tosino, who claimed an interest in the property as an heir and co-owner, yet the cancellation was caused by an entirely different person and based on an unrelated transaction, i.e., cancellation and discharge of mortgage, to wit:

Regardless of whether or not the Register of Deeds should have inscribed Entry No. 520469 on TCT No. 52751, Banco Filipino could not invoke said inscription in support of its claim of good faith. There were several things amiss in Entry No. 520469 which should have already aroused suspicions in Banco Filipino, and compelled the bank to look beyond TCT No. 52751 and inquire into Dr. Rosario's title. First, Entry No. 520469 does not mention any court order as basis for the cancellation of the adverse claim. Second, the adverse claim was not a mortgage which could be cancelled with Dr. Rosario's Cancellation and Discharge of Mortgage. And third, the adverse claim was against Dr. Rosario, yet it was cancelled based on a document also executed by Dr. Rosario.[92]

On the other hand, if the defect or flaw in the inscription cancelling a notice of lis pendens is not apparent, *Muñoz v. Yabut, Jr.*[93] teaches that the disputable presumption of regularity stands in favor of the transferee. In such a case, the transferee who purchased the property pending litigation is still considered a stranger to the suit who cannot be bound by any final judgment rendered in the case. The victorious party cannot enforce the judgment against the transferee through the mere issuance of a writ of execution; instead, it must file a separate action to assail the certificate of title issued in the name of the transferee.

iii.

There is an apparent defect in the cancellation of the notice of lis pendens on AMC's titles

In the present case, the notice of lis pendens and its cancellation were inscribed on TCT Nos. 49569 and 49570[94] as follows:

ENTRY NO. 14221

ROMEO SARZA, ET AL. ENTRY NO. 11302 CANCELLATION OF Lis Pendens

9726

CONDITION THE Lis Pendens FILED UNDER ENTRY NO. 14221 IS HEREBY CANCELLED BY VIRTUE OF A COURT ORDER ISSUED BY Teresita G. Dimaisip

Supreme Court UNDER CASE NO. G.R. # 163877

DATE OF INSTRUMENT: 11-20-2004

DATE OF INSCRIPTION: 05-26-2005[95]

BR. 5 RTC. LEG.

ROMEO SARZA, ET AL.

9-3-99

9-6-99

The Court finds that the cancellation of the Notice of Lis Pendens on TCT Nos. 49569 and 49570 is irregular on its face.

From a simple reading of Entry No. 11302, it readily appears that the Notice of Lis Pendens was cancelled based on a Supreme Court Order in G.R. No. 163877 dated November 20, 2004, that was recorded by the Register of Deeds on May 26, 2005. Pursuant to Section 52[96] of Presidential Decree No. 1529, the Order in G.R. No. 163877 that was registered, filed, or entered in the office of the Register of Deeds constitutes constructive knowledge to all persons from the time that it was registered, filed, or entered on May 26, 2005.

In this regard, the Court has consistently held that under the foregoing rule on constructive notice, "it is presumed that the purchaser has examined every instrument of record affecting the title." [97] Otherwise said, once an instrument affecting title to registered land has been properly recorded, the record stands as "constructive notice of its contents and all interests, legal and equitable, included therein." [98] The purchaser is "charged with notice of every fact shown by the record and is presumed to know every fact which an examination of the record would have disclosed." [99]

Thus, in *Sumaya v. Intermediate Appellate Court*, [100] therein petitioners were found to have been constructively notified of the reservable character of the property that they purchased from a certain Consuelo vda. de Balantakbo (Consuelo) because she had earlier filed and registered with the Register of Deeds an affidavit of self-adjudication, which states that she inherited the property from a descendant, who likewise inherited it from another ascendant. Although the Register of Deeds did not include an annotation on the land title about the property's reservable character under the principle of *reserva troncal*, the Court ruled that therein petitioners had constructive knowledge thereof because the matter was disclosed in Consuelo's affidavit of self-adjudication that she filed with the Register of Deeds:

It was admitted that the certificates of titles covering the properties in question show that they were free from any liens and encumbrances at the time of the sale. The fact remains however, that the affidavit of self-adjudication executed by Consuelo stating the source of the properties thereby showing the reservable nature thereof was registered with the Register of Deeds of Laguna, and this is sufficient notice to the whole world in accordance with Section 52 of the Property Registration Decree (formerly Sec. 51 of [Republic Act No.] 496) which provides:

....

In this case, the affidavit of self-adjudication executed by Consuelo vda. de Balantakbo which contained a statement that the property was inherited from a descendant, Raul, which has likewise inherited by the latter from another ascendant, was registered with the Registry of Property. The failure of the Register of Deeds to annotate the reservable character of the property in the certificate of title cannot be attributed to Consuelo. [101]

Importantly, the concept of constructive notice under our present land registration laws traces its roots in American case law, [102] considering that the Philippines adopted the Torrens system through Act No. 496 during the American occupation. [103] Courts of American states, which also have a Torrens system in place, similarly recognize the concept of constructive notice and innocent purchasers. It was explained that under the constructive notice rule, a person claiming to be a bona fide purchaser must examine the land title and read a copy of the entire instrument annotated therein. [104] The examination should include all the recorded instruments pertaining to the property while in the hands of the seller to see if the latter had conveyed or encumbered the land. [105]

Hence, in a case,[106] the plaintiff, who claimed to be an innocent purchaser, was not allowed to set up its title against a mortgagor bank, even though the mortgage annotated on the land title was cancelled based on an Affidavit of Discharge recorded with the land registration office. The plaintiff was deemed to have constructive knowledge of the contents of the Affidavit of Discharge, which was facially defective because it was executed not by the bank, as the only entity authorized to order the cancellation of the mortgage under the law, but by another person.

Under the same principle, it was held in another case[107] that if the land title contained an annotation of an agreement that subordinated an earlier Warranty Deed in favor of a junior mortgagee, the subsequent transferee of the land was deemed to have constructive knowledge of the contents of the subordination agreement. Hence, the transferee was not allowed to set up its rights against the junior mortgagee after it foreclosed on the mortgage because the subordination agreement categorically referred to the Warranty Deed, even though the annotation on the land title did not expressly mention it.

Applying the foregoing, respondent is deemed to have constructive knowledge of the existence and the contents of the Order in G.R. No. 163877 that was annotated on AMC's titles and recorded with the Registry of Deeds. He is thus charged with notice that the Order pertained to an entirely different case and parties, i.e., a certain Juan Sarza against Roger, Gloria, AMC, the City of Legazpi, and the Registry of Deeds of Legazpi.[108]

Having been issued in a different case involving different parties, the Order in G.R. No. 163877 patently fails to meet any of the requisites in Section 77 of Presidential Decree No. 1529 for a valid cancellation of a notice of lis pendens. Obviously, it was not issued by the RTC that acquired jurisdiction over the Reconveyance Case and ordered the annotation of the Notice of Lis Pendens.[109] Neither was it issued by the CA or the Court pending resolution of the appeal from the Reconveyance Case.[110] It is also not a cancellation by order of the Register of Deeds or through a certification from the clerk of court after final judgment.

Unlike the other cases[111] where the cancellation of the notice of lis pendens terminated the notice's effects even though the case was still pending with the trial court or was timely appealed, the cancellation in the present case is manifestly flawed. In the afore-cited cases, the notice of lis pendens was cancelled based on an order issued by the same trial court in the same case that was annotated on the title. Any defect in the order for the cancellation of the notice of lis pendens was thus not apparent on the face of the land title or in the public records. This circumstance is wanting in the case at bar.

Consequently, respondent is charged with knowledge of the patent irregularity in the Order in G.R. No. 163877 as basis for the cancellation of the notice of lis pendens in question. The mere fact that the case title in the Order identifies entirely different parties from the Reconveyance Case is sufficient to constitute an apparent defect in the lis pendens cancellation. Consequently, to avoid the execution of the final judgment in the Reconveyance Case against respondent as a purported innocent purchaser for value, he must prove that he exercised reasonable precaution by inquiring beyond TCT Nos. 49569 and 49570 in ascertaining the validity of AMC's title over the subject property.

The CA exceeded its certiorari jurisdiction in characterizing respondent as a buyer in good faith and for value

In view of the foregoing disquisition, the Court holds that the CA committed a grievous error when it peremptorily made a ruling on the status of respondent as a buyer in good faith and for value.

The question of whether a transferee is a buyer in good faith and for value is a factual inquiry.[112] Unless the parties made judicial admissions or stipulations as to their intentional and voluntary commission of wrongdoings, the issue of a buyer's good faith or lack thereof can only be resolved through a full-dressed hearing in an

appropriate proceeding where the parties are afforded the full opportunity to adduce their respective evidence.[113]

Moreover, the Reconveyance Case settled only the controversy concerning the certificates of title of the parties thereto and did not include respondent's Torrens titles, i.e., TCT Nos. 085-2014000513 and 085-2014000514. In the absence of proof that respondent had actual notice of the Reconveyance Case or failed to exercise reasonable precaution, Section 48[114] of Presidential Decree No. 1529 must be applied, which prohibits a collateral attack on the certificates of title in respondent's name.[115]

By precipitously concluding that respondent is a buyer in good faith without the presentation of evidence, the CA not only dispensed with respondent's burden to prove his status as such,[116] but also deprived petitioners of their right to due process and the full opportunity to defend their interest in the subject property. Considering that the CA was acting in its original jurisdiction as a certiorari court, it should have instead conducted hearings and directed the parties to submit their evidence pursuant to Section 9[117] of Batas Pambansa Blg. 129, as amended by Republic Act No. 7902,[118] which grants it the power to conduct hearings, receive evidence, and to perform any and all acts necessary to resolve factual issues pertinent to a case before it.[119]

All told, the Court agrees with the CA, insofar as it held that the RTC committed grave abuse of discretion when it granted the Motion for Production and directed respondent to surrender the TCTs over the subject property that are in his possession. However, the Court sets aside the CA's determination of respondent's status as a buyer in good faith and for value, as the conclusion was rendered without the presentation of evidence.

It must nonetheless be clarified that the apparent defect in the cancellation of the notice of lis pendens annotated on TCT Nos. 49569 and 49570 does not automatically warrant the execution of the final judgment in the Reconveyance Case against respondent. Case law provides that when a buyer has notice of suspicious circumstances concerning the validity of the seller's title over a registered land, such that reliance on the face of the land title is no longer sufficient for the transferee to be considered an innocent purchaser for value, they may still establish their good faith by showing that they "exercised reasonable precaution by inquiring beyond the title." [120] As explained in *Voluntad*, if circumstances exist that require a prudent person to investigate and they do not, they are deemed to have acted in *mala fide*. [121]

Hence, respondent should be given the opportunity to assert his status as an innocent purchaser for value, to prove that he exercised reasonable precaution by inquiring beyond the titles of AMC, and to raise any other defenses that he may have against petitioners. In the same vein, petitioners should be allowed to controvert respondents' defenses and evidence, and to raise any other claims that it may have against respondent.

Given the situation, the Court finds it proper to remand the case to the CA for the reception of evidence and to resolve the foregoing factual issues and any other claims that may be raised by the parties in connection therewith.

To be clear, the Court rules that with the apparent defect in the cancellation of the Notice of Lis Pendens annotated on AMC's titles, respondent was already put on notice of suspicious circumstances, which should have prompted him to exercise reasonable precaution by conducting further inquiries and investigation on AMC's title over the subject property. In resolving the case on remand, the CA cannot disturb the foregoing findings of the Court.

The due diligence or "reasonable precaution" that an innocent purchaser for value must exercise is that of an average person who weighs facts based on common sense, without resorting to the calibration of technical rules of evidence.[122] Indicators of due diligence or precautionary measures must be presented by the party claiming the status of an innocent purchaser for value, e.g., (1) verifying the origin, history, authenticity, and validity of the

title with the Register of Deeds and the Land Registration Authority; (2) confirming the status and capacity of the putative vendor to alienate or encumber the property; (3) identifying the metes and bounds of the property with the assistance of a competent and reliable geodetic engineer; (4) conducting an ocular inspection of the property; (5) inquiring with the adjoining lot owners as regards the true and legal owner of the property; and (6) undertaking measures to make the general public aware of the sale or encumbrance to be constituted on the property.[123]

The CA is further reminded of the general rule that a void certificate of title cannot be the source of a valid title over a property upon the legal truism that a spring cannot rise higher than its source.[124] A void certificate of title being the root of a valid title over registered land is only an exception to the general rule. The status of a transferee as a buyer in good faith and for value is therefore a matter of defense; hence, the party claiming such status cannot simply rely on the presumption of good faith but must instead prove it with clear and convincing evidence.[125]

If the CA determines that respondent did not act with reasonable precaution, then he is deemed a buyer in bad faith and the final judgment in the Reconveyance Case may be enforced against him. If he did, such that respondent is an innocent purchaser for value, then he enjoys the protection granted to subsequent transferees under Section 53[126] of Presidential Decree No. 1529, without prejudice to the other legal remedies available to petitioners against the person who caused the fraudulent transfer of the subject property to respondent.[127]

ACCORDINGLY, the Court PARTIALLY GRANTS the Petition for Review on Certiorari and DECLARES the Court of Appeals in CA-G.R. SP No. 160500 in error in ruling on the status of respondent Charles Pielago Clemente III as an innocent purchaser for value.

The Court DENIES the Petition for Review on Certiorari insofar as it prayed for the reinstatement of the Order dated November 16, 2018, and the Order dated February 28, 2019, of Branch 5, Regional Trial Court, Legazpi City in Civil Case No. 9726.

The case is REMANDED to the Court of Appeals for further proceedings to hear and resolve with reasonable dispatch the issue of whether or not respondent Charles Pielago Clemente III is an innocent purchaser for value, as well as any other claims or defenses that the parties may raise in connection therewith, in accordance with this Decision. The Court of Appeals is DIRECTED to submit to the Court its resolution in a sealed report. The Court of Appeals is tasked to hear and receive evidence, conclude the proceedings, and submit to this Court a report on its findings and recommended conclusions within 3 months from the date of the finality of this Decision.

### **SO ORDERED.**

Gaerlan and Dimaampao, JJ., concur.  
Caguioa (Chairperson), J., see concurring.  
Singh,[\*\*] J., on leave.

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[\*]Rollo, pp. 212-215. See Resolution dated March 8, 2023.

[\*][\*] On leave.

[1] Rollo, pp. 3-28.

[2] Id. at 30-44. Penned by Associate Justice Carlito B. Calpatura and concurred in by Associate Justices Fernanda Lampas Peralta and Maria Elisa Sempio Diy of the Second Division, Court of Appeals, Manila.

[3] Id. at 51-52. Penned by Associate Justice Carlito B. Calpatura and concurred in by Associate Justices Fernanda Lampas Peralta and Maria Elisa Sempio Diy of the Former Second Division, Court of Appeals, Manila.

[4] Id. at 91-96. Penned by Acting Presiding Judge Annielyn B. Medes-Cabelis.

[5] Id. at 97-103. Penned by Acting Presiding Judge Annielyn B. Medes-Cabelis.

[6] Id. at 70, CA Decision in CA G.R. CV No. 95621 dated January 14, 2014.

[7] Heirs of Juan Esquivel, namely: Felicito Sarza, Romeo Sarza, Felisa Sarza Bes, Manuel Sarza, Sylvia Sarza-Arevalo, and Socorro Sarza-Mirate, who claimed that their mother Francisca Esquivel-Sarza (Francisca) was the only child of Juan with his first wife Felisa Carretas. As stated in the CA Decision in CA G.R. CV No. 95621, id. at 66-89.

[8] Id. at 31. See CA Decision in CA-G.R. SP No. 160500 dated September 24, 2021.

[9] Gloria claimed that she and her deceased brother Felix are the only heirs of Juan with his alleged wife Romana Antivola. As culled from the CA Decision in CA-G.R. CV No. 95621, id. at 71.

[10] Id. at 31, 69, 75. See CA Decision in CA-G.R. CV No. 95621 dated January 14, 2014, Lot No. 647-B was donated to the City of Legazpi.

[11] Id. at 69-70 and 72, CA Decision in CA-G.R. CV No. 95621.

[12] Id. at 72.

[13] Id. at 31, CA Decision in CA-G.R. SP No. 160500; id. at 63-64, Notice of Lis Pendens.

[14] Id. at 31-32.

[15] Id. at 32.

[16] Id. at 74-75.

[17] Id. at 75.

[18] Id. at 66-89.

[19] Id. at 87-88.

[20] Id. at 90, Entry of Judgment in G.R. No. 212055.

[21] Id.

[22] Id. at 32.

[23] Id.

[24] Id. at 93, RTC Order dated November 16, 2018.

[25] Id. at 32.

[26] Id.

[27] Id. at 91-92, RTC Order dated November 16, 2018.

[28] Id. at 91-96.

[29] Id. at 96.

[30] Id. at 94-95.

[31] Id. at 54, 59, TCT Nos. 49569 and 49570.

[32] Id. at 97-98, RTC Order dated February 28, 2019.

[33] Id. at 97-103.

[34] Id. at 102-103.

[35] Id. at 30-44.

[36] Id. at 43.

[37] Id. at 39-40, 42-43.

[38] Id. at 37.

[39] 150-A Phil. 953, 954 (1972).

[40] Rollo, pp. 36-39.

[41] Id. at 51-52.

[42] Id. at 15-20.

[43] Id. at 3-28.

[44] Id. at 199-206.

[45] Hrs. of Sanjorjo v. Hrs. of Quijano, 489 Phil. 722, 734 (2005), citing Alfredo v. Borrás, 452 Phil. 178, 202 (2003).

[46] Guizano v. Veneracion, 694 Phil. 658 (2012); Muñoz v. Yabut, Jr., 665 Phil. 488, 509 (2011); Ching v. Court of Appeals, 260 Phil. 14 (1990).

[47] Ching v. Court of Appeals, id. at 21.

[48] SECTION 19. Transfer of Interest. - In case of any transfer of interest, the action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party.

[49] As amended by A.M. No. 19-10-20-SC or the 2019 Amendments to the Rules on Civil Procedure. Unless otherwise stated, all references to the Rules of Court shall be as amended by A.M. No. 19-10-20-SC.

[50] Levi Strauss & Co. v. Sevilla, 897 Phil. 500, 505-506 (2021). (Emphasis supplied)

[51] State Investment House, Inc. v. Court of Appeals, 376 Phil. 157 (1999); Voluntad v. Spouses Dizon, 372 Phil. 82 (1999).

[52] Santiago Land Development Corp. v. Court of Appeals, 334 Phil. 741 (1997).

[53] See Mazy's Capital, Inc. v. Republic, 957 Phil. 37, 120-121 (2024). (Emphasis supplied)

[54] SECTION 44. Statutory Liens Affecting Title. – Every registered owner receiving a certificate of title in pursuance of a decree of registration, and every subsequent purchaser of registered land taking a certificate of title for value and in good faith, shall hold the same free from all encumbrances except those noted in said certificate and any of the following encumbrances which may be subsisting, namely:

....

[55] Sps. Dino v. Court of Appeals, 288 Phil. 306, 315-316 (1992).

[56] See Mazy's Capital, Inc. v. Republic, supra note 53.

[57] Id.

[58] Spouses Pudadera v. Magallanes, 647 Phil. 655 (2010).

[59] See Lavides v. Pre, 419 Phil. 665 (2001).

[60] See Luna v. People, 906 Phil. 438, 444-445 (2021).

[61] See Grand Planters International, Inc. v. Maine City Property Holdings Corp., 928 Phil. 929 (2022); Siochi v. Gozon, 630 Phil. 80 (2010).

[62] Sanchez v. Mapalad Realty Corp., 565 Phil. 685, 706 (2007).

[63] See Yu v. Court of Appeals, 321 Phil. 897, 901 (1995).

[64] Sps. Po Lam v. Court of Appeals, 400 Phil. 858, 868 (2000).

[65] Dela Merced v. Government Service Insurance System, 677 Phil. 88 (2011); Associated Bank v. Spouses Pronstroller, 614 Phil. 210 (2009); Sanchez v. Mapalad Realty Corp., 565 Phil. 685 (2007); Selph v. Vda. de Aguilar, 107 Phil. 443 (1960).

[66] Dela Merced v. Government Service Insurance System, id.

[67] Dela Merced v. Government Service Insurance System, id. at 90.

[68] Rollo, p. 31, CA Decision in CA-G.R. SP No. 160500; id. at 63-64, Notice of Lis Pendens; id. at 94-95, RTC Order dated November 16, 2018.

[69] SECTION 77. Cancellation of lis pendens. Before final judgment, a notice of lis pendens may be canceled upon order of the court, after proper showing that the notice is for the purpose of molesting the adverse party, or that it is not necessary to protect the rights of the party who caused it to be registered. It may also be canceled by the Register of Deeds upon verified petition of the party who caused the registration thereof.

At any time after final judgment in favor of the defendant, or other disposition of the action such as to terminate finally all rights of the plaintiff in and to the land and/or buildings involved, in any case in which a memorandum or notice of lis pendens has been registered as provided in the preceding section, the notice of lis pendens shall be deemed canceled upon the registration of a certificate of the clerk of court in which the action or proceeding was pending stating the manner of disposal thereof.

[70] Du v. Ortile, 925 Phil. 822, 834 (2022).

[71] Francisco Motors Corp. v. Court of Appeals, 535 Phil. 736 (2006); Spouses Po Lam v. Court of Appeals, 400 Phil. 858, 870 (2000).

[72] Muñoz v. Yabut, Jr., 665 Phil. 488 (2011); Francisco Motors Corp. v. Court of Appeals, 535 Phil. 736 (2006); Spouses Po Lam v. Court of Appeals, id. at 867; Spouses Dino v. Court of Appeals, 288 Phil. 306, 315-316 (1992).

[73] Francisco Motors Corp. v. Court of Appeals, supra note 71, at 756.

[74] Rollo, pp. 54, 59, TCT Nos. 49569 and 49570.

[75] Id. at 32.

[76] 150-A Phil. 953 (1972).

[77] 665 Phil. 488 (2011). See also *People v. Alipit*, 44 Phil. 910 (1922).

[78] *Isenhardt v. Real*, 682 Phil. 19 (2012); *Bass v. De la Rama*, 73 Phil. 682 (1942). See also Rule 130, sec. 46 of the 2019 Amendments to the Rules on Evidence, which states:

SECTION 46. Entries in Official Records. – Entries in official records made in the performance of his or her duty by a public officer of the Philippines, or by a person in the performance of a duty specially enjoined by law, are prima facie evidence of the facts therein stated.

[79] See Presidential Decree No. 1529, sec. 10, which states:

SECTION 10. General Functions of Registers of Deeds. - The office of the Register of Deeds constitutes a public repository of records of instruments affecting registered or unregistered lands and chattel mortgages in the province or city wherein such office is situated.

It shall be the duty of the Register of Deeds to immediately register an instrument presented for registration dealing with real or personal property which complies with all the requisites for registration. He shall see to it that said instrument bears the proper documentary and science stamps and that the same are properly cancelled. If the instrument is not registrable, he shall forthwith deny registration thereof and inform the presentor of such denial in writing, stating the ground or reason therefor, and advising him of his right to appeal by consulta in accordance with Section 117 of this Decree. (Emphasis supplied)

[80] *Heirs of Bagaygay v. Heirs of Paciente*, 909 Phil. 539 (2021).

[81] See *Abelgas, Jr. v. Comia*, 686 Phil. 6 (2012); *Spouses Angeles v. Spouses Tan*, 482 Phil. 635 (2004).

[82] *Hegna v. Paderanga*, 615 Phil. 1 (2009).

[83] See *Calma v. Atty. Lachica*, 821 Phil. 607 (2017).

[84] SECTION 77. Cancellation of Lis Pendens. – Before final judgment, a notice of lis pendens may be cancelled upon order of the court, after proper showing that the notice is for the purpose of molesting the adverse party, or that it is not necessary to protect the rights of the party who caused it to be registered. It may also be cancelled by the Register of Deeds upon verified petition of the party who caused the registration thereof.

At any time after final judgment in favor of the defendant, or other disposition of the action such as to terminate finally all rights of the plaintiff in and to the land and/or buildings involved, in any case in which a memorandum or notice of lis pendens has been registered as provided in the preceding section, the notice of lis pendens shall be deemed cancelled upon the registration of a certificate of the clerk of court in which the action or proceeding was pending stating the manner of disposal thereof.

[85] *Nation Petroleum Gas, Inc. v. Rizal Commercial Banking Corp.*, 766 Phil. 696, 716 (2015); *Hrs. of Mamerto Manguiat v. Court of Appeals*, 584 Phil. 403, 411 (2008); *Sps. Bautista v. Silva*, 533 Phil. 627, 643 (2006); *Bank of the Philippine Islands v. Sps. Evangelista*, 441 Phil. 445, 451 (2002).

[86] *Chen v. Field Investigation Bureau*, 922 Phil. 531 (2022); *Sarion v. People*, 899 Phil. 346 (2021); *In re: Guerrero*, 521 Phil. 482 (2006).

[87] *Basarte v. Commission on Elections*, 551 Phil. 76 (2007).

[88] 372 Phil. 82 (1999).

[89] 765 Phil. 744, 753 (2015).

[90] 678 Phil. 1 (2011).

[91] SECTION 70. Adverse Claim. – Whoever claims any part or interest in registered land adverse to the registered owner, arising subsequent to the date of the original registration, may, if no other provision is made in this Decree for registering the same, make a statement in writing setting forth fully his alleged right or interest, and how or under whom acquired, a reference to the number of the certificate of title of the registered owner, the name of the registered owner, and a description of the land in which the right or interest is claimed.

The statement shall be signed and sworn to, and shall state the adverse claimant's residence, and a place at which all notices may be served upon him. This statement shall be entitled to registration as an adverse claim on the certificate of title. The adverse claim shall be effective for a period of thirty days from the date of registration. After the lapse of said period, the annotation of adverse claim may be cancelled upon filing of a verified petition therefor by the party in interest: Provided, however, that after cancellation, no second adverse claim based on the same ground shall be registered by the same claimant.

Before the lapse of thirty days aforesaid, any party in interest may file a petition in the Court of First Instance where the land is situated for the cancellation of the adverse claim, and the court shall grant a speedy hearing upon the question of the validity of such adverse claim, and shall render judgment as may be just and equitable. If the adverse claim is adjudged to be invalid, the registration thereof shall be ordered cancelled. If, in any case, the court, after notice and hearing, shall find that the adverse claim thus registered was frivolous, it may fine the claimant in an amount not less than one thousand pesos nor more than five thousand pesos, in its discretion. Before the lapse of thirty days, the claimant may withdraw his adverse claim by filing with the Register of Deeds a sworn petition to that effect. (Emphasis supplied)

[92] *Torbela v. Sps. Rosario*, supra note 90, at 51-52.

[93] 665 Phil. 488 (2011). See also *People v. Alipit*, 44 Phil. 910 (1922).

[94] *Rollo*, pp. 54, 59, TCT Nos. 49569 and 49570.

[95] *Id.* at 54.

[96] SECTION 52. Constructive notice upon registration. Every conveyance, mortgage, lease, lien, attachment, order, judgment, instrument or entry affecting registered land shall, if registered, filed or entered in the office of the Register of Deeds for the province or city where the land to which it relates lies, be constructive notice to all persons from the time of such registering, filing or entering.

[97] *Cayton v. Zeonnix Trading Corp.*, 618 Phil. 136, 150 (2009); *Biñan Steel Corp. v. Court of Appeals*, 439 Phil. 688, 702 (2002); *Garcia v. Court of Appeals*, 184 Phil. 358 (1980); *Gatioan v. Gaffud*, 137 Phil. 125 (1969).

[98] *Cayton v. Zeonnix Trading Corp.*, *id.*

[99] *Cayton v. Zeonnix Trading Corp.*, *id.* at 149-150 (2009); *Garcia v. Court of Appeals*, 184 Phil. 358 (1980); *Gatioan v. Gaffud*, *id.*

[100] 278 Phil. 201 (1991).

[101] *Id.* at 208-209.

[102] See *Legarda v. Saleeby*, 31 Phil. 590 (1915).

- [103] *Spouses Cusi v. Domingo*, 705 Phil. 255 (2013).
- [104] *Citizens Sav. Bank v. Covey* (in *Re Pak Builders*), 284 B.R. 650, 660-61 (Bankr. C.D. Ill. 2002).
- [105] *VATACS Grp., Inc. v. HomeSide Lending, Inc.*, 276 Ga. App. 386, 391-392, 623 S.E.2d 534, 539-540 (2005).
- [106] *Abdul Baaith v. Bank of Am., NA.*, No. 1:17-CV-01241-SCJ-CMS, at \*20-22 (N.D. Ga. July 21, 2017).
- [107] *VATACS Grp., Inc. v. HomeSide Lending, Inc.*, *supra* note 105.
- [108] *Rollo*, p. 16, *Petition*.
- [109] See *J. Casim Construction Supplies, Inc. v. Registrar of Deeds of Las Piñas*, 636 Phil. 725 (2010).
- [110] See *Magdalena Homeowners Association, Inc. v. Court of Appeals*, 263 Phil. 235 (1990).
- [111] *Muñoz v. Yabut, Jr.*, 665 Phil. 488 (2011); *Francisco Motors Corp. v. Court of Appeals*, 535 Phil. 736 (2006); *Spouses Po Lam v. Court of Appeals*, 400 Phil. 858 (2000); *Spouses Dino v. Court of Appeals*, 288 Phil. 306 (1992); *Constantino v. Espiritu*, 150-A Phil. 953 (1972).
- [112] *Republic v. Sundiam*, 880 Phil. 254 (2020).
- [113] *Grand Planters International, Inc. v. Maine City Property Holdings Corp.*, 928 Phil. 929 (2022).
- [114] SECTION 48. Certificate Not Subject to Collateral Attack. – A certificate of title shall not be subject to collateral attack. It cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law.
- [115] See *Munoz v. Yabut, Jr.*, *supra* note 111.
- [116] *Republic v. Sundiam*, *supra* note 112.
- [117] SECTION 9. Jurisdiction. – The Court of Appeals shall exercise:
- (1) Original jurisdiction to issue writs of mandamus, prohibition, certiorari, habeas corpus, and quo warranto, and auxiliary writs or processes, whether or not in aid of its appellate jurisdiction;
- . . . .
- The Court of Appeals shall have the power to try cases and conduct hearings, receive evidence and perform any and all acts necessary to resolve factual issues raised in cases falling within its original and appellate jurisdiction, including the power to grant and conduct new trials or further proceedings. Trials or hearings in the Court of Appeals must be continuous and must be completed within three (3) months, unless extended by the Chief Justice.
- [118] Titled, "AN ACT EXPANDING THE JURISDICTION OF THE COURT OF APPEALS, AMENDING FOR THE PURPOSE SECTION NINE OF BATAS PAMBANSA BLG. 129, AS AMENDED, KNOWN AS THE 'JUDICIARY REORGANIZATION ACT OF 1980'." Approved on February 23, 1995.
- [119] *Crispino v. Tansay*, 801 Phil. 711 (2016).
- [120] *Mazy's Capital, Inc. v. Republic*, *supra* note 53.
- [121] *Voluntad v. Spouses Dizon*, *supra* note 51.
- [122] *Mazy's Capital, Inc. v. Republic*, *supra* note 53.
- [123] *Id.*, citing *Nobleza v. Nueva*, 755 Phil. 656 (2015); *Locsin v. Hizon*, 743 Phil. 420 (2014).

[124] *Billote v. Spouses Badar*, 940 Phil. 833 (2023); *Heirs of Arao v. Heirs of Eclipse*, 843 Phil. 391 (2018).

[125] See *Mazy's Capital, Inc. v. Republic*, supra note 53.; *Republic v. Sundiam*, supra note 112.

[126] SECTION 53. Presentation of owner's duplicate upon entry of new certificate. – No voluntary instrument shall be registered by the Register of Deeds, unless the owner's duplicate certificate is presented with such instrument, except in cases expressly provided for in this Decree or upon order of the court, for cause shown.

....

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.

[127] See *Plana v. Chua*, 932 Phil. 1036 (2023); *Spouses Eduarte v. Court of Appeals*, 323 Phil. 462 (1996); *Pino v. Court of Appeals*, 275 Phil. 483 (1991); *Almarza v. Arguelles*, 240 Phil. 681 (1987); *Casillan v. Vda. de Espartero*, 95 Phil. 799 (1954).

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## CONCURRING OPINION

**CAGUIOA, J.:**

I concur.

Erroneous—or worse, fraudulent—cancellations of notices of lis pendens cannot be used to launder or sanitize titles to the prejudice of the registrant who, in good faith, caused its annotation to protect his or her rights. This is especially true when the court order relied upon for the cancellation is annotated on the title, thereby readily placing the buyer on constructive notice of any defects apparent on its face. In such a case, the purchaser of registered land, even if not impleaded, cannot escape the effects of the judgment when he or she takes no steps to verify the basis for the cancellation of the notice or to ascertain the true status of the case mentioned therein.

The central issue is whether respondent Charles Pielago Clemente III (Clemente) should be deemed a transferee pendente lite—and thus bound by the judgment in Civil Case No. 9726,[1] a reconveyance case—or an innocent purchaser for value (IPV) exempt therefrom. This determination depends on whether he exercised due diligence by inquiring into the status of the case before acquiring the property from Allied Moulding Corporation (AMC), a defendant in the case.

Accordingly, I concur with the ponencia that the Order of Branch 5, Regional Trial Court of Legazpi City (RTC), directing Clemente to surrender his titles for cancellation, is premature. His certificates of title cannot be summarily cancelled without first affording him the opportunity to present evidence to establish his alleged status as an IPV or to raise any other defenses. I likewise agree with the ponencia that a remand to the Court of Appeals (CA) is therefore warranted for the reception of evidence and resolution of this factual issue.

I elaborate.

To recall, Civil Case No. 9726 was instituted by the Heirs of Juan Esquivel (petitioners) in 1999 to recover their share in Lot No. 647. At that time, the property was registered in the name of AMC under Transfer Certificate of Title Nos. 49569 and 49570, which traced their origin to Original Certificate of Title No. (980) 2324. That same

year, petitioners caused the annotation of a notice of lis pendens under Entry No. 14221. While petitioners eventually prevailed and the judgment attained finality in 2015, AMC had already sold the property in 2014 to respondent Clemente resulting in the issuance of new titles (TCT Nos. 085-2014000513 and 085-2014000514) in his name.

During execution proceedings in 2016, petitioners discovered that the lis pendens annotation had been cancelled as early as May 26, 2005, through Entry No. 11302, which cited an order of this Court in G.R. No. 163877. Upon verification, however, that case involved an entirely different dispute filed by a certain Juan Sarza and bore no connection to Civil Case No. 9726.

Petitioners then filed a Motion for Production of Clemente's titles to implement the judgment, which the RTC granted, reasoning that Clemente was bound by the judgment as a transferee pendente lite. Clemente, in turn, challenged this via a petition for certiorari before the CA. The CA ruled in his favor, holding that the RTC gravely abused its discretion since Clemente had not been impleaded and was, in any event, an iIPV because the notice of lis pendens had already been cancelled in 2005.

For clarity, the relevant annotations read as follows:

Notice

Cancellation

ENTRY NO. 14221

ROMEO SARZA, ET AL.

9726

BR. 5 RTC LEG

ROMEO SARZA, ET AL.

9-3-99

9-6-99

ENTRY NO. 11302 CANCELLATION OF Lis Pendens

CONDITION THE Lis Pendens FILED UNDER ENTRY NO. 14221 IS HEREBY CANCELLED BY VIRTUE OF A COURT ORDER ISSUED BY Teresita G. Dimaisip

Supreme Court UNDER CASE NO. G.R. #163877

DATE OF INSTRUMENT: 11-20-2004

DATE OF INSCRIPTION: 05-25-2005

Section 77[2] of Presidential Decree (P.D.) No. 1529[3] prescribes three exclusive modes for cancellation of a notice of lis pendens:

- Before final judgment, by order of the court upon a proper showing that the notice was made to harass the other party or is not necessary to protect the party who caused the registration;
- Before final judgment, by the Register of Deeds upon verified petition of the registrant; or
- After final judgment, upon registration of a certificate from the Clerk of Court stating the manner of final disposition.

The cancellation of Entry No. 14221 in Entry No. 11302 does not fall under any of these. Instead, it is based on a Supreme Court order from an unrelated case. The absence of any ascertainable connection between Civil Case No. 9726 and G.R. No. 163877, cited as the basis for cancellation, renders Entry No. 11302 patently incomplete, defective, and non-compliant with Section 77 of P.D. No. 1529. This glaring omission should have alerted a prudent transferee to inquire further.

As the ponencia correctly emphasizes, pursuant to Article 52[4] of P.D. No. 1529, the annotation of the Court's Order in G.R. No. 163877 on AMC's titles placed any prospective purchaser on constructive notice of its contents. Purchasers are deemed to have examined every instrument on record affecting title and are thus charged with the knowledge that G.R. No. 163877 pertained to an unrelated case, wholly distinct from Civil Case No. 9726.[5] The cancellation based on such an order is therefore manifestly erroneous and invalid.

This attribution of constructive knowledge to purchasers is particularly vital because Section 77 of P.D. No. 1529 does not require that the party who caused the annotation of lis pendens be given notice by the Register of Deeds prior to its cancellation. Hence, unless cancellation is upon the verified petition of the registrant himself or herself, the notice may be canceled by mere presentation of a court order or a clerk of court certification—without the registrant ever being informed.

A notice of lis pendens, once duly registered, may be cancelled by the trial court before which the action involving the property is pending.[6] This power is said to be inherent in the trial court but is exercised only under express provisions of law.[7] Thus, under the regular course of procedure, when cancellation is sought before the very court that allowed the annotation, the registering party is necessarily privy to the proceedings, since only that court—or, on review, the appellate court—has the authority to cancel the notice.

This case is unusual for the irregularity that attended the cancellation as the lis pendens was canceled on the strength of an order issued in an entirely different and unrelated case. This procedural anomaly stripped petitioners—who had caused the annotation—of the protection afforded by the notice of lis pendens without their knowledge or any opportunity to contest the cancellation.

In the absence of safeguards in the cancellation process, registrants may be blindsided by cancellations procured through fraud, mistake, or collusion. In this regard, the doctrine of constructive notice becomes indispensable: it ensures that subsequent transferees cannot hide behind defective cancellations, thereby deterring unscrupulous parties from exploiting such defects to launder titles and evade the effects of judgments.

The purpose of lis pendens is two-fold: (1) to protect the rights of the party causing the registration of the lis pendens, and (2) to advise third persons who purchase or contract on the subject property that they do so at their peril and subject to the result of the pending litigation.[8] The doctrine is founded upon reasons of public policy and necessity, intended to preserve the court's authority over the subject property and to prevent alienations that would render its judgment ineffectual.[9]

Once validly annotated, it operates as a constructive notice to the whole world and binds subsequent purchasers to the outcome of the case. In *Mazy's Capital v. Republic*,[10] the Court explained that:

With respect to transactions involving properties which are the subject of litigation, the rule is that once a purchaser of property has actual or constructive knowledge of a pending litigation involving the property, he or she is bound by the outcome of the pending litigation, regardless of whether such purchaser was made a party to such case. The Court's ruling in *Yu v. Court of Appeals* is instructive:

Once annotated upon the original copy, the notice of lis pendens is "an announcement to the whole world that a particular real property is in litigation, serving as a warning that one who acquires an interest over said property does so at his [or her] own risk, or that he [or she] gambles on the result of the litigation over said property" . . . And one who deals with property subject of a notice of lis pendens cannot invoke the right of a purchaser in good faith; neither can he [or she] have acquired better rights than those of his [or her] predecessor-in-interest . . . A transferee pendente lite stands exactly in the shoes of the transferor and is bound by any judgment or decree which may be rendered for or against the transferor; his [or her] title is subject to the incidents and results of the pending litigation, and his [or her] transfer certificate of title will, in that respect, afford him [or her] no special protection. (Emphasis supplied)[11]

Correlatively, in *Voluntad v. Spouses Dizon*,<sup>[12]</sup> the Court clarified that cancellation of a *lis pendens* does not absolve a purchaser from the duty of due diligence in inquiring into the case's status or finality:

The general rule is that a person dealing with registered land has a right to rely on the Torrens Certificate of Title without the need of inquiring further. But this rule cannot apply when the party has actual knowledge of facts and circumstances that would impel a reasonably cautious man [or woman] to make such inquiry or when the purchaser has knowledge of a defect or lack of title in his [or her] vendor or of sufficient facts to induce a reasonably prudent man [or woman] to inquire into the status of the title of the property in litigation. Hence, when there is something in the certificate of title to indicate any cloud or vice in the ownership of the property or any encumbrance thereon, the purchaser is required to explore further than what the Torrens title upon its face indicates in quest for any hidden defect or inchoate right which may subsequently defeat his [or her] right thereto.<sup>[13]</sup> (Emphasis supplied)

Applied here, had Clemente exercised the diligence required of him, he would have discovered that the cancellation rested on an unrelated case and was therefore void. He acquired the property on December 3, 2014—barely two months before the Court dismissed the appeal on January 26, 2015, and only months before the decision attained finality on October 28, 2015.

The transaction being concluded so near the final resolution, coupled with the dubious cancellation of *lis pendens*, casts serious doubt on the claim of good faith and strongly suggests, at the very least, the possibility of collusion or a calculated attempt by AMC to evade the impending judgment. Accordingly, Clemente cannot escape the binding effect of the judgment unless he demonstrates that he undertook reasonable steps to verify both the validity of the cancellation and the actual status of the case.

While the Torrens system upholds the indefeasibility of titles, it was never intended to protect transferees who, under the guise of ignorance, benefit from fraudulent or erroneous cancellations. To allow such transferees to evade judicial outcomes on the strength of defective cancellations would convert the Torrens system into an instrument of fraud, eroding public confidence and undermining the rule of law.

For these reasons, I vote for the ponencia.

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[1] Titled "*Heirs of Juan Esquivel v. Roger Esquivel, Gloria Esquivel-Samar, the City of Legazpi, Allied Moulding Corporation, and the Register of Deeds of Legazpi City.*"

[2] SECTION 77. Cancellation of *Lis Pendens*.— Before final judgment, a notice of *lis pendens* may be cancelled upon order of the court, after proper showing that the notice is for the purpose of molesting the adverse party, or that it is not necessary to protect the rights of the party who caused it to be registered. It may also be cancelled by the Register of Deeds upon verified petition of the party who caused the registration thereof.

At any time after final judgment in favor of the defendant, or other disposition of the action such as to terminate finally all rights of the plaintiff in and to the land and/or buildings involved, in any case in which a memorandum or notice of *lis pendens* has been registered as provided in the preceding section, the notice of *lis pendens* shall be deemed cancelled upon the registration of a certificate of the clerk of court in which the action or proceeding was pending stating the manner of disposal thereof.

[3] Property Registration Decree (1978).

[4] SECTION 52. Constructive Notice Upon Registration.— Every conveyance, mortgage, lease, lien, attachment, order, judgment, instrument or entry affecting registered land shall, if registered, filed or entered in the office of the Register of Deeds for the province or city where the land to which it relates lies, be constructive notice to all

persons from the time of such registering, filing or entering.

[5] Ponencia, p. 21, citing *Cayton v. Zeonnix Trading Corp.*, 618 Phil. 136, 150 (2009) [Per J. Nachura, Third Division]; *Biñan Steel Corp. v. Court of Appeals*, 439 Phil. 688, 702 (2002) [Per J. Corona, Third Division]; *Garcia v. Court of Appeals*, 184 Phil. 358 (1980) [Per J. Aquino, Second Division]; *Gatioan v. Gaffud*, 137 Phil. 125 (1969) [Per J. Barredo, En Banc].

[6] *J. Casim Construction Supplies, Inc. v. Registrar of Deeds of Las Piñas*, 636 Phil. 725, 733 (2010) [Per J. Peralta, Second Division].

[7] *Id.* at 733- 744.

[8] *Heirs of Lopez, Sr. v. Enriquez*, 490 Phil. 74, 86 (2005) [Per J. Carpio, First Division].

[9] *Spouses Lim v. Vera Cruz*, 408 Phil. 503, 510 (2001) [Per J. Sandoval-Gutierrez, Third Division].

[10] 957 Phil. 37 (2024) [Per J. Caguioa, Third Division].

[11] *Id.* at 120-121.

[12] 372 Phil. 182 (1999) [Per J. Bellosillo, Second Division].

[13] *Id.* at 90-91.

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