NATIONAL HOUSING AUTHORITY, PETITIONER, VS. RICARDO C. OQUIAS, FOR HIMSELF AS AN HEIR AND FOR THE OTHER HEIRS OF THE LATE LEONA C. OQUIAS, RESPONDENTS.

G.R. No. 279318, July 02, 2026

Ponente: DIMAAMPAO, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-no-279318/

DIMAAMPAO, J.:

This Appeal by Certiorari[1] challenges the Decision[2] and the Resolution[3] of the Court of Appeals (CA) in CA-G.R. CV No. 118005, which granted the complaint for quieting of title in favor of respondent Ricardo C. Oquias (Ricardo) and the other heirs of the late Leona C. Oquias (Leona; Ricardo et al.), thereby cancelling the title under the name of petitioner National Housing Authority (NHA), and denying the ensuing entreaty for reconsideration, respectively.

Antecedents

Top Service, Inc. (Top Service) owned a large parcel of land with an area of 83,405 square meters and covered by Transfer Certificate of Title (TCT) No. 115640 (31352-A). Sometime in the 1970s, Top Service sold a 395-square-meter portion of the land to Leona, prompting the transfer of registration under Leona's name via TCT No. 276081 on January 30, 1970.[4]

Notwithstanding the previous sale, Top Service succeeded in registering the same contentious property in its name under TCT No. 65254 on January 30, 1998. It subsequently conveyed the disputed land to the NHA, which caused the issuance of TCT No. 65961 on March 31, 1998.[5]

The NHA housing beneficiaries, Morico Serdoncillo, Nerissa Wagas, Bernard Ramos, Carding Ramos, Ronald Camposano, Josereno Pueble, Sr., Thelma Inigo, Shirley Celaso, Miling Ramos, and others (Serdoncillo et al.) occupied the disputatious land and paid their amortizations to East Christian Homeowners' Association, Inc. (ECHA), which remitted the payments to the NHA.[6]

When Leona died in 2000 and left the subject realty to her heirs, they discovered that Serdoncillo et al. were on the property. Ricardo, as representative of the heirs, demanded Serdoncillo et al. to vacate the contentious property, but they refused to leave, citing TCT No. 65961 as proof of ownership. This prompted Ricardo to file a complaint for quieting of title and the cancellation of TCT No. 65961.[7]

Ricardo asserted that since there was a double sale in this case, the ownership of the disputed property was transferred to Leona, being the first registrant.[8]

The NHA countered that the certificate of title presented by the seller, Top Service, had no indication of a prior sale. Nonetheless, it required Top Service to submit three certificates of title immediately preceding TCT No. 65254. Thus, the NHA was a purchaser in good faith, which may not be deprived of ownership of the disputed realty.[9]

Ruling of the Trial Court

Ruling in favor of Ricardo, the Regional Trial Court (RTC) held that there was a double sale attending the case. According to the RTC, based on the evidence presented, Ricardo's title was a derivative title from which the NHA's title came. Where there are two certificates of title issued to different persons covering the same land, the earlier in date must prevail. Since Leona's title was earlier in date, her title, TCT No. 276081, must be upheld, while TCT No. 65961 should be cancelled.[10] The fallo of the RTC Decision[11] reads:

> IN VIEW OF THE FOREGOING, the Court finds that a preponderance of evidence exists in favor of the plaintiff and against the defendants. Judgment is hereby rendered:
>
> 1. Declaring [TCT] No. T-65961 registered in the name of [NHA] null and void from the beginning;
> 2. Ordering defendants to pay jointly and solidarily the amount of [PHP] 100,000.00 as moral damages and [PHP] 100.000.00 as exemplary damages;
> 3. Ordering the defendants to pay [PHP] 200,000.00 as attorney's fees, and;
> 4. Costs of suit.
>
> SO ORDERED.[12] (Emphasis in the original)

Ruling of the CA

Upon appeal, the CA ruled in favor of Ricardo but deleted the monetary awards. It found that Ricardo possessed equitable title over the disputed property as heir of Leona, the first buyer, and rendered inoperative the title of the NHA, i.e., TCT No. 65961. In so doing, the CA clarified that no double sale occurred, as the subsequent conveyance to the NHA was void. Top Service was no longer the owner of the contentious land and thus cannot convey the same despite holding the ostensible second title (TCT No. 65254).[13]

The CA invariably ruled that the NHA was not a buyer in good faith. Regardless of the conduct of a three-title traceback, the NHA did not carefully examine TCT No. 115640 (31352-A), which contained an annotation that the subject realty was already sold to Leona.[14] Nonetheless, the CA deleted the award of damages and attorney's fees for lack of substantiation.[15]

Aggrieved, the NHA comes to the Court to seek relief, maintaining that it exercised due diligence in ascertaining that Top Service's title was free of encumbrances and, as such, it was a purchaser in good faith and for value, entitled to the protection of the law.[16]

Issue

Did the CA err in cancelling the title of the NHA on account of double sale?

Ruling of the Court

The Petition holds no sway.

In order for an action for quieting of title to prosper, the following requisites must be established: first, the plaintiff must have a legal or equitable title or interest in the subject property; and second, the deed, claim, encumbrance, or proceeding purportedly casting doubt over one's title must be proven to be invalid, void, or inoperative despite the prima facie appearance of validity.[17]

For one, Ricardo proffered evidence that he was the heir of Leona, in whose name TCT No. 276081 was registered. For another, TCT No. 65961 was inoperative, since the sale in favor of the NHA was not a valid sale transaction.

Case law teaches that a double sale exists when:

> (a) the two (or more) sales transactions in the issue must pertain to exactly the same subject matter, and must be valid sales transactions; (b) the two (or more) buyers at odds over the rightful ownership of the subject

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> matter must each represent conflicting interests; and (c) the two (or more) buyers at odds over the rightful ownership of the subject matter must each have bought from the very same seller.[18] (Emphasis supplied, citation omitted)

In the case at bench, Top Service sold the disputed realty to Leona in 1970, and then sold the same parcel of land to the NHA in 1998. Inevitably, at the time the second sale took place, Top Service had already divested itself of ownership and could no longer validly transfer the property, notwithstanding its possession of a second title (TCT No. 65254). Indeed, it is primal that "one can sell only what he owns or is authorized to sell, and the buyer can acquire no more right than what the seller can transfer legally."[19]

Having already conveyed ownership of the contentious property to Leona, Top Service was bereft of any right to subsequently transfer the same to the NHA. As it stands, there was no double sale. This situation is not entirely novel, as the Court had earlier edifyingly pronounced that:

> In order for the foregoing provision on double sale to apply, the following circumstances must concur: "(a) the two (or more) sales transactions in the issue must pertain to exactly the same subject matter, and must be valid sales transactions; (b) the two (or more) buyers at odds over the rightful ownership of the subject matter must each represent conflicting interests; and (c) the two (or more) buyers at odds over the rightful ownership of the subject matter must each have bought from the very same seller." Thus, the rule on double sales "applies when the same thing is sold to multiple buyers by one seller but not to sales of the same thing by multiple sellers."
>
> In the instant case, the spouses Basas sold the subject property to Zenaida in 1996, and sold the same as well to Munda on August 25, 1997. However, the foregoing requisites of a double sale are absent because the sale of the subject property by the Basas to Munda was not a valid sale transaction since by that time, the spouses Basas were no longer the owners of the property, and thus, they had no right to transfer the same.
>
> The Civil Code provides that in a contract of sale, the seller binds himself to transfer the ownership of the thing sold, and thus consequently, he must have the right to convey ownership of the thing at the time of its delivery. Settled is the rule that "no one can give what one does not have; nemo dat quad non habet. One can sell only what he owns or is authorized to sell, and the buyer can acquire no more right than what the seller can transfer legally." In Spouses Sabitsana, Jr. v. Muertegui, We underscored that "mere registration of a sale in one's favor does not give him [or her] any right over the land if the vendor was no longer the owner of the land, having previously sold the same to another even if the earlier sale was unrecorded. Neither could [the registration] validate the purchase thereof by [the second buyer], which is null and void. Registration does not vest title; it is merely the evidence of such title. Our land registration laws do not give the holder any better title than what he [or she] actually has."
>
> In the case at bar, since ownership of the subject property had already been transferred by the spouses Basas to Zenaida, then no right could be transmitted on to Munda on the second sale.[20] (Emphasis supplied, citations omitted)

In any event, even assuming that the rule on double sale were applicable, the NHA could not be considered a buyer in good faith by any measure. The protection accorded by the Torrens system to an innocent purchaser for value may be invoked only upon the confluence of the following conditions:

> (1) the seller is the registered owner of the land; (2) the land is in the possession of the registered owner; and (3) at the time of the sale, the buyer was not aware of any claim or interest of some other person in the property, or of any defect or restriction in the title of the seller or in his or her capacity to convey the title. "Absent one or two of the foregoing conditions, then the law itself puts the buyer on notice and obliges the latter to exercise a higher degree of diligence by scrutinizing the certificate of title and examining all factual circumstances in order to determine the seller's title and capacity to transfer any interest in the property."[21] (Emphasis supplied, citations omitted)

In the case at bench, the third condition is unmistakably absent. Although the NHA contends that it conscientiously verified the legality of Top Service's TCT No. 65254, even conducting a three-title traceback of the said title which included TCT No. 115640 (31352-A), it appears that it failed to carefully review the presented titles. Particularly, there was an annotation on TCT No. 115640 (31352-A) which states:

> Entry No. 95886/T-No. 276081 – SALE in favor of LEONA C. OQUIAS, Vendee: Covering only Lot 1, Bk. 7 of the land described herein in accordance with Doc. No. 2090, page 47, B IX, s. of 1970 of Not. Pub. for Manila. C.M. Hallazgo, by virtue of which this cert. of title is partially cancelled, TCT No. 276081, Bk. T-1653 has been issued.
> Date of instrument – Jan. 17, 1970
> Date of inscription – Jan. 30, 1970 at 3:55 p.m.[22]

As the government agency mandated to acquire private lands for housing development and resettlement,[23] the NHA is held to a higher standard of diligence in its transactions. However, it failed to meet this standard when it overlooked the annotation on TCT No. 115640 (31352-A), a certificate previously made available to it, reflecting that the disputed property was already sold earlier to Leona. Having fallen short of such diligence, the NHA cannot now shield itself under the protection of being a purported purchaser in good faith to defeat the title already acquired by Leona and her heirs.

The grant of moral damages, exemplary damages, and attorney's fees is anchored on the bad faith on the part of the adverse party.[24] However, Ricardo neither sufficiently established bad faith that can be attributed to the NHA, nor adduced evidence of any ground under Article 2208[25] of the Civil Code to warrant the award of attorney's fees. Thence, the CA erred not in deleting the awards for damages and attorney's fees for lack of substantiation.

ACCORDINGLY, the Appeal by Certiorari is DENIED. The July 12, 2024 Decision and the March 3, 2025 Resolution of the Court of Appeals in CA-G.R. CV No. 118005 are AFFIRMED.

SO ORDERED.

Caguioa, (Chairperson), Inting, and Gaerlan, JJ., concur.
Singh,[*] J., on official leave.

---

[*] On official leave.

[1] Rollo, pp. 15-25. Appeal by Certiorari under Rule 45 of the Revised Rules of Court.

[2] Id. at 66-79. The July 12, 2024 Decision was penned by Associate Justice Jaime Fortunato A. Caringal, with the concurrence of Associate Justices Marlene B. Gonzales-Sison and Ruben Reynaldo G. Roxas of the Fifth Division, Court of Appeals, Manila.

[3] Id. at 91-93. Dated March 3, 2025.

[4] Id. at 67.

[5] Id. at 67-68.

[6] Id. at 68.

[7] Id.

[8] Id.

[9] Id. at 69.

[10] Id. at 52-55.

[11] Id. at 48-55. The May 2, 2017 Decision in Civil Case No. 07-0065 was penned by Presiding Judge Lorna Navarro Domingo of Branch 201, Regional Trial Court, Las Piñas City.

[12] Id. at 55.

[13] Id. at 71-73.

[14] Id. at 73-76.

[15] Id. at 77-78.

[16] Id. at 18-21.

[17] See Heirs of Eñano v. San Pedro Cineplex Properties, Inc., 922 Phil. 222, 233-234 (2022) [Per J. Hernando, Second Division].

[18] Heirs of Gonzales v. Spouses Basas, 923 Phil. 95, 110-111 (2022) [Per J. Hernando, First Division].

[19] Id. at 111. (Citation omitted)

[20] Id. at 110-112.

[21] Spouses Abay, Sr. v. Spouses Young, G.R. No. 266298, December 3, 2025 [Per J. Inting, Third Division] at 28-29. This pinpoint citation refers to the copy of the Decision uploaded to the Supreme Court website.

[22] Rollo, p. 74.

[23] Presidential Decree No. 757 (1975), sec. 6(d).

[24] See Ganacial v. Cabugao, 876 Phil. 1, 22-24 (2020) [Per J. Hernando, Second Division]. (Citations omitted)

[25] CIVIL CODE, art. 2208 states: In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except: (1) When exemplary damages are awarded; (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest; (3) In criminal cases of malicious prosecution against the plaintiff; (4) In case of a clearly unfounded civil action or proceeding against the plaintiff; (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demand able claim; (6) In actions for legal support; (7) In actions for the recovery of wages of household helpers, laborers and skilled workers; (8) In actions for indemnity under workmen's compensation and employer's liability laws; (9) In a separate civil action to recover civil liability arising from a crime; (10) When at least double judicial costs are awarded; (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered. In all cases, the attorney's fees and expenses of litigation must be reasonable.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at https://batas.org

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.