

**MAXIMINO, TEODORA, LEODEGARIO, CELESTINA, SALVADOR,
TIMOTEO, LORENZO, JOSE, JUANITA, CRECIDA, ALIAS SIDANG,
SILVINO, ALIAS BINOY, NESTORIO AND ADELINA, ALL SURNAMED
QUILISADIO, ...**

G.R. No. 50889. February 21, 1990

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

Assailed in this petition for review on certiorari are the decisions of the trial court and the Court of Appeals which sustained the 1946 sale of a parcel of land against claims filed twenty-two (22) years after the date of the sale.

The lower court's decision affirmed by the appellate court has the following dispositive portion:

“WHEREFORE, decision is hereby rendered against the plaintiffs and in favor of the defendants, hereby dismissing the complaint, ordering the plaintiffs to jointly and severally pay each of the defendants the sum of P1, 000.00 for and as attorney's fees, which amounts shall bear legal rate of interest from the filing of the complaint until paid, with costs against the plaintiffs. Defendant Primo Conejos, of legal age, Filipino, married to Ramona Doblin, with residence and postal address at Daan Bantayan, Cebu is hereby declared the owner of Lot 10388 of the Ormoc Cadastre containing an area of 84,984 square meters, more or less covered by Original Certificate of Title No. 27444 of the Office of the Register of Deeds of the Province of Leyte, Tacloban City, and the Register of Deeds of the Province of Leyte is hereby ordered to cancel said O.C.T. No. 27444 and thereafter to issue Transfer Certificate of Title in the name of the aforesaid defendant Primo Conejos, covering Lot No. 10388 of the Ormoc Cadastre containing an area of 84,984 square meters and to register the deed of lease in favor of H. Serafica & Sons Corporation and have the same annotated on the T.C.T. of Primo Conejos.” (At. p. 24, Rollo).

The land in dispute is located in the barrio of Tugbong, Kananga, Leyte and was originally owned by the deceased spouses Catalina Quilisadio and Isabel Dagar, the petitioners' predecessors. The parcel of land is more particularly described as follows:

“On the NE. by Lot No. 10387; on the SE. by Lot No. 10382; on the SW. by Lots Nos. 10391, 10496 and 10492; and on the NW. by Lots Nos. 10392 and 10682, containing an area of 84,984 square meters, more or less; known as Lot numbered Ten thousand three hundred eighty-eight (10,388) of the Ormoc Cadastre; covered by Original Certificate of Title No. 27,444. (Twenty-seven thousand four hundred forty-four) of the Registry of Deeds, Tacloban, Leyte, in the name of the spouses, Catalino Quilisadio and Isabel Dagar; declared under Tax No. 22101 at P240 in the name of Catalino Quilisadio; an upland suitable for corn, with about two hundred ninety three (293) coconut trees.” (At p. 61, Record on Appeal; Rollo, p. 30)

The antecedent facts of the case are as follows:

During their marriage, spouses Catalino Quilisadio and Isabel Dagar acquired the parcel of land in question. The said spouses died before the Second World War, survived by their six legitimate children, namely, Francisco,

Tiburcio, Agripino, Teodora, Fernando and Maximino.

On December 24, 1946, the disputed land was sold to the respondent Primo Conejos by Fernando Quilisadio, Rustica Quilisadio (daughter of Agripino Quilisadio) and Tranquilino Tasan (grandson of Tiburcio Quilisadio). After the said sale, respondent Conejos took possession of the whole lot and since then he has been enjoying it to the exclusion of the petitioners.

On September 26, 1968, a complaint for recovery of ownership and possession of registered land, legal redemption and damages was filed with the Court of First Instance Of Leyte, 13th Judicial District, Branch V (Ormoc City) docketed as Civil Case No. 723-0. At the time of the filing of the complaint, Francisco Tiburcio, and Agripino were both deceased. Francisco was survived by his children, petitioners Salvador, Timoteo, Lorenzo, Jose, Juanita, Celestina and Leodegario. Tiburcio was survived by petitioners, Crecida, alias Sidang, Silvino, alias Binoy and Nestorio. Agripino was survived by Rustica and petitioner Adelina.

The complaint alleged, among others, that respondent Conejos, in bad faith, bought some undivided interests, rights and participation of the petitioners' co-owners in the land in question on December 24, 1946 for the sum of eight hundred pesos (P800.00); that the alleged sale in respondent Conejos' favor was not registered pursuant to law and was made without the knowledge of the petitioners who owned 3/4 undivided interest, right and participation in the land subject of the said sale; that the alleged sale came to the knowledge of the petitioners only shortly before the filing of the case; and that petitioner Maximino requested respondent Conejos to allow him to repurchase the interest, share or participation sold to the latter by reimbursing him the proportionate amount of the price he paid, per the deed of sale plus all lawful expenses incident thereto, but Conejos refused to resell the disputed land.

On July 28, 1969, the petitioners filed a motion to admit an amended complaint which included respondent corporation as party-defendant on the allegation that five hectares of the disputed land had been leased by respondent Conejos to the said corporation.

Respondent Conejos, in his answer, counter-alleged that he bought the land under litigation for value and in good faith from persons whom he honestly believed to be the owners thereof; that since he had been in open, adverse, continuous and exclusive possession of the said premises since 1946 and had declared the land for taxation purposes and paid the taxes thereon, he had acquired title to the said land by acquisitive prescription; and that the petitioners' causes of action were barred by the statute of limitations and by laches.

The respondent corporation, in its answer, set up the following affirmative defenses: that the petitioners had no cause of action against it because it was merely a lessee of respondent Conejos and under the legal concept of lease, it was not necessary that respondent Conejos be the owner of the land subject of the lease for legal, physical and actual possession by Conejos was sufficient; that being merely a lessee, it does not claim ownership nor possession of the land in question so that the petitioners misjoined it as a party-defendant in the instant case involving the issue of ownership; and that the respondent Conejos made an implied warranty to maintain respondent corporation's possession during the duration of the lease and pursuant thereto, the former executed an affidavit making him exclusively liable for the damages the case at bar would cause.

After trial on the merits, the lower court found the petitioners "guilty of laches" and ruled that they "have lost whatever rights they may have by prescription."

The appellate court, in affirming the lower court's decision relied on the pronouncement in the case of *Arcuino v. Aparis* (22 SCRA 407 [1968]), that:

xxx xxx xxx

“Hence, together with the possession of their predecessors in interest, the Purays had altogether 26 years of adverse possession in their favor. It is true that lands registered under the Torrens system may not be acquired by prescription; but plaintiffs herein are not the registered owners. They merely claim to have acquired, by succession, their alleged title or interest in Lot No. 355. At any rate, plaintiffs herein are guilty of laches.” (CA Decision, p. 8; Rollo, p. 28)

The appellate court further held that respondent corporation, being merely a lessee on a portion of the land in question, should not have been included as party-defendant in the petitioners’ complaint.

The petitioners, stated the issues raised to this Court in the form of an assignment of errors:

I

THE COURT OF APPEALS ERRED IN AFFIRMING THE HOLDING OF THE COURT A QUO THAT RESPONDENT CONEJOS IS THE OWNER OF THE LAND LITIGATED BY PRESCRIPTION.

II

IT LIKEWISE ERRED IN NOT FINDING THE RESPONDENTS GUILTY OF BAD FAITH.

III

IT ALSO ERRED IN FINDING THE PETITIONERS GUILTY OF LACHES.

IV

IT FURTHER ERRED IN AFFIRMING THE JUDGMENT OF THE COURT A QUO IN FAVOR OF THE RESPONDENT CONEJOS FOR MORAL DAMAGES, AND AWARDING BOTH RESPONDENTS ATTORNEY’S FEES.

V

IT ERRED, TOO, IN NOT GRANTING THE RELIEF PRAYED FOR IN THE PETITIONERS’ COMPLAINT WITH ALL DAMAGES AGAINST THE RESPONDENTS.

VI

IT FURTHER ERRED IN ITS HOLDING THAT THE RESPONDENT H. SERAFICA & SONS CORPORATION SHOULD NOT HAVE BEEN IMPEADED AT ALL FOR LACK OF CAUSE OF ACTION AGAINST IT.

VII

IT LASTLY ERRED IN DENYING THE PETITIONERS’ MOTION FOR RECONSIDERATION WITHOUT A JUSTIFYING RATIONALIZATION.” (At p. 71, Rollo)

The issue in the case at bar is whether or not the public respondent committed reversible error in finding that respondent Conejos is the owner of the disputed land by prescription and because of laches on the part of the petitioners.

The petitioners’ main argument is the indefeasibility of a Torrens title. They contend that the deed of sale involving the registered land in question between respondent Conejos and his sellers was unregistered, hence, merely valid only between the said contracting parties. In support of their position they cite Section 50 of the Land Registration Act (Act No. 496) which provides that:

“SECTION 50. An owner of registered land may convey, mortgage, lease, change or otherwise deal with the same as fully as if it had not been registered. He may use forms of deeds, mortgages, leases, or other voluntary

instruments like those now in use and sufficient in law for the purpose intended. But no deed, mortgage, lease or other voluntary instrument except a will, purporting to convey or affect registered land, shall take effect as a conveyance or bind the land, but shall operate only as a contract between the parties and as evidence of authority to the clerk or register of deeds to make registration. The act of registration shall be the operative act to convey and affect the land, and in all cases under this Act the registration shall be made in the office of the register of deeds for the province or provinces or city, where the land lies.”

In the light of the circumstances in the case at bar, we find no merit in the petitioners’ contention. It is true that under the law it is the act of registration of the deed of conveyance that serves as the operative act to convey the land registered under the Torrens system. (See *Davao Grains Inc. v. Intermediate Appellate Court*, G.R. No. 78209, March 31, 1989) The act of registration creates constructive notice to the whole world of the fact of such conveyance. (*Heirs of Maria Marasigan v. Intermediate Appellate Court*, 152 SCRA 253 [1987]). The petitioners, however, can no longer invoke the aforesaid provision in their favor because they have lost through prescription whatever rights they had as third persons who were not privies to the unregistered deed of sale.

Considering that the deed of sale under consideration was executed in 1946, the applicable provision pertaining to the acquisition of land by prescription is Section 41 of Act No. 190, otherwise known as the Code of Civil Procedure which states that:

“SECTION 41. Title land by prescription — Ten years actual adverse possession by any person claiming to be the owner for that time of any land or interest in land, uninterruptedly continued for ten years by occupancy, descent, grants, or otherwise, in whatever way such occupancy may have commenced or continued, shall vest in every actual occupant or possessor of such land a full and complete title x x x. In order to constitute such title by prescription or adverse possession, the possession by the claimant or by the person under or through whom he claims must have been actual, open, public, continuous, under a claim of title exclusive of any other right and adverse to all other claimants. x x x” (Italics supplied)

Under the present Civil Code, good faith and just title are required for acquisitive prescription. The old Code did not have such requirements. It was enough that respondent Conejos was in actual, adverse, open, public, and continuous possession of the land in question coupled with the fact that said possession was clearly under concept of ownership. It is an undisputed fact that since the sale of the land in question to respondent Conejos in 1946, he had been in physical possession of the said land. When the petitioners’ complaint was filed in 1968, a period of twenty-two years had elapsed from the time of the sale. The old Civil Code which is applicable to this case only requires a period of ten years, hence, there is a clear indication that respondent Conejos was properly adjudged by the appellate court as owner of the land in question by prescription. (see *Narag v. Cecilio*, 48 SCRA 11 [1972] citing *Altman v. Commanding Officer*, 11 Phil. 516 [1908]; *La Corporacion de PP. Agustinos Recoletos v. Crisostomo*, 32 Phil. 427 [1915]; *Locsin Rama v. Montelibano Ramos*, 36 Phil. 136 [1917]; *Santos v. Heirs of Crisostomo & Tiongson*, 41 Phil. 342 [1921]; *Lobot v. Librada*, 72 Phil. 433 [1941]; *Arboso v. Andrade*, 87 Phil. 782 [1950]; *Ongsiaco v. Dallo*, 27 SCRA 161 [1969]; *Alvero v. Reas*, 35 SCRA 210 [1970]; *Philippine National Bank v. Dionisio*, 9 SCRA 10 [1963]; *Ramos v. Ramos*, 61 SCRA 284 [1974]; *Cruz v. Court of Appeals*, 93 SCRA 619 [1979]; *Banawa v. Mirano*, 97 SCRA 517 [1980]; *Ramos v. Court of Appeals*, 112 SCRA 542 [1982]; *Jardin v. Hallasgo*, 117 SCRA 532 [1982]; *Godinez v. Court of Appeals*, 135 SCRA 351 [1985]; *Espiritu v. Court of Appeals*, 137 SCRA 50 [1985]; *Miraflor v. Court of Appeals*, 142 SCRA 18 [1986]; *Cañete v. Benedicto*, 158 SCRA 575 [1988]).

The case of *Arcuino v. Aparis* (22 SCRA 407 [1968]) cited by the Court of Appeals is not strictly in point because in the said case the sale resulting in possession that ripened into acquisitive prescription was contracted with the registered owners of the disputed land. In the instant case, the transferors of respondent Conejos were not the registered owners themselves. The deed of sale in the case at bar reads:

“DEED OF ABSOLUTE SALE

“KNOW ALL MEN BY THESE PRESENTS:

“THAT WE, FERNANDO QUILISADIO, TRANQUILINO TASAN, and RUSTICA QUILISADIO, x x x, for and in consideration of the sum of EIGHT HUNDRED PESOS (P800.00) PHILIPPINE CURRENCY, to us in hand paid by and receipt of which amount is hereby acknowledged to our complete satisfaction from PRIMO CONEJOS, also of legal age, Filipino, married to Ramona Doblin, with residence and postal address at Daanbantayan, Cebu, have sold, transferred and conveyed, and by these presents do hereby sell, transfer and convey by way of ABSOLUTE SALE unto said PRIMO CONEJOS, his heirs, successors and assigns a parcel of land registered in the names of our parents, CATALINO QUILISADIO and ISABEL DAGAR, covered by Original Certificate of Title No. 27444 and more particularly described as follows:

“A parcel of land (Lot No. 10388 of the Cadastral Survey of Ormoc, with the improvements thereon, situated in the barrio of Tugbong, Municipality of Ormoc. Bounded on the NE. by Lot No. 10387; on the SE. by Lot No. 10382; on the SW. by Lots Nos. 10391, 10496 and 10492; and on the NW. by Lots Nos. 10392, and 10682; containing eighty four thousand nine hundred and eighty-four (84,984) square meters more or less, bearing Tax Declaration No. 22101.”

“That we have acquired this property by hereditary title. That the same is free from all liens and encumbrances. That from the date of the making of this instrument, the title and possession thereto are transferred absolutely and forever unto said PRIMO CONEJOS his heirs, successors and assigns, and unto whose favor we hereby warrant the legality and sanity of our title thereto against all lawful claims of third persons in the premises.

“IN TESTIMONY WHEREOF, we have hereunto affixed our signature this 24th day of December, 1946 at Ormoc, Leyte.

(SGD.) FERNANDO QUILISADIO

(T) FERNANDO QUILISADIO

Vendor

(SGD) TRANQUILINO TASAN

(T) TRANQUILINO TASAN

THUMBMARKED

RUSTICA QUILISADIO

Vendor”

(At pp. 25-26, Rollo)

On the issue of whether respondent corporation should have been impleaded or not in the petitioners’ case of recovery of ownership and possession of the land in question, we hold that since the respondent corporation is a proper party in the petitioners’ case for complete relief to be accorded in case of a favorable judgment, it was discretionary for the lower court to include the said corporation as a proper party and not as an indispensable party

as the petitioners had made it appear. (See Rule 3, Section 8, Rules of Court). Proper or necessary parties must be joined in order to adjudicate the whole controversy and avoid multiplicity of suits. (Seno v. Mangabat, 156 SCRA 113 [1987] citing Palarca v. Baguisi, 38 Phil. 177 [1918]).

IN VIEW OF THE FOREGOING CONSIDERATIONS, the petition is hereby DENIED. The appellate court's decision dated February 28, 1979 is AFFIRMED.

SO ORDERED.

Fernan, C.J., (Chairman), Feliciano, Bidin, and Cortes, JJ., concur.

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