

**FRANCISCA ARSENAL AND REMEDIO ARSENAL, PETITIONERS, VS.
THE INTERMEDIATE APPELLATE COURT, HEIRS OF TORCUATO
SURALTA, AND SPOUSES FILOMENO PALAOS AND MAHINA LAGWAS,
RESPONDENTS.**

G.R. No. 66696. July 14, 1986

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

The question to be resolved in this case is who among the two alleged purchasers of a four-hectare portion of land granted in homestead has acquired a valid title thereto.

The facts as stated by the trial court are:

"On January 7, 1954, the defendant Filomeno Palaos secured OCT No. P-290 (Exh. A) from the Register of Deeds of Bukidnon for Lot 81, Pls-112, consisting of 87,829 sq. m. more or less, situated at former barrio of Kitaotao now a municipality of Bukidnon, by virtue of Homestead Patent No. V-23602 granted to him.

"On September 10, 1957, said Filomeno Palaos and his wife Mahina Lagwas executed in favor of the plaintiff, Torcuato Suralta, sold four (4) hectares of the land embraced in his Torrens Certificate for the sum of P890.00, Philippine Currency, by means of a deed of acknowledged before a Notary (Exh. C). Plaintiff Suralta immediately took possession of the four-hectare portion of Lot 81 above-mentioned cultivated and worked the same openly, continuously and peacefully up to the present time in concept of owner thereof. He built a house and introduced permanent improvements thereon now valued at no less than P20,000.00.

"Sometime in 1964, the defendant-spouses Francisca Arsenal and Remedio Arsenal became tenants of an adjoining land owned by Eusebio Pabualan that is separated from the land in question only by a public road. They also came to know the plaintiff as their neighbor who became their compadre later, and saw him very often working and cultivating the land in question. In the course of their relationship the plaintiff came to know of their intention to buy the remaining land of Filomeno Palaos (t.s.n., pp. 13-14, 45-47).

"On March 14, 1967, said Filomeno Palaos and his wife executed a notarial Deed of Sale (Exh. 1 for the defendant) in consideration of the amount of P800.00, Philippine Currency, supposedly for the remaining three (3) hectares of their land without knowing that the document covered the entirety of Lot 81 including the four-hectare portion previously deeded by them to the plaintiff. The deed of sale was presented to the Office of the Commission on National Integration at Malaybalay for approval because Palaos and his wife belong to the cultural minorities and unlettered. The field representative and inspector of that office subsequently approved the same (Exh. K and Exh. 2) without inspecting the land to determine the actual occupants thereon.

"The defendants Arsenal took possession of the three-hectare portion of Lot 81 after their purchase and have cultivated the same up to the present time but they never disturbed the plaintiff's possession over the four-hectare portion that he had purchased in 1957. On March 28, 1967, Francisca Arsenal caused the tax declaration of the entire lot to be transferred in her name (Exh. 6). The plaintiff learned of the transfer of the

tax declaration to Francisca Arsenal and because of their good relations at the time, he agreed with Arsenal to contribute in the payment of the land taxes and paid yearly from 1968 to 1973 the amount of P10.00 corresponding to his four-hectare portion to Francisca Arsenal (Exhs. F, F-I, G, G-I, H, and H-I).

"On July 11, 1973, the plaintiff presented his Sales Contract in the Office of the Register of Deeds but it was refused registration for having been executed within the prohibitive period of five years from the issuance of the patent. In order to cure the defect, he caused Filomeno Palaos to sign a new Sales Contract (Exh. D) in his favor before Deputy Clerk of Court Florentina Villanueva covering the same four-hectare portion of Lot 81. In August 1973, the plaintiff caused the segregation of his portion from the rest of the land by Geodetic Engineer Benito P. Balbuena, who conducted the subdivision survey without protest from Francisca Arsenal who was notified thereof.

The subdivision plan (Exh. E) was approved by the Commissioner of Land Registration on April 18, 1974.

"In December 1973, however, the plaintiff saw for the first time the Deed of Sale embracing the whole Lot 81 signed by Filomeno Palaos in favor of Francisca Arsenal. Immediately he asked Palaos for explanation but the latter told him that he sold only three hectares to Arsenal. Plaintiff approached Francisca Arsenal for a satisfactory arrangement but she insisted on abiding by her contract. Because of their disagreement, Francisca Arsenal registered her Deed of Sale on December 6, 1973 and obtained Transfer Certificate of Title No. T-7879 (Exh. E) for the entire Lot 81 without the knowledge of the plaintiff.

"On January 17, 1974, the plaintiff sent a telegram (Exh. 1) to the Secretary of Agriculture and Natural Resources requesting suspensions of the approval of the sale executed by Filomeno Palaos in favor of Francisca Arsenal, not knowing that the latter had already secured a transfer certificate of title from the Register of Deeds.

"In the middle part of said month of January 1974, plaintiff however learned of the cancellation of the original certificate of title of Palaos and the issuance of the Transfer Certificate to Arsenal so he sought the help of the municipal authorities of Kitaotao to reach an amicable settlement with Francisca Arsenal who, on the other hand, refused to entertain all overture to that effect, x x x."

On March 6, 1974, Torcuato Suralta filed a case against Filomeno Palaos, Mahina Lagwas, Francisca Arsenal, Remedio Arsenal and the Register of Deeds of Bukidnon for the annulment of Transfer Certificate of Title No. T-7879 issued to the Arsenals insofar as it covers the four-hectare portion previously sold to him.

In answer to the complaint, the Arsenals denied previous knowledge of the sale to Suralta of the land in question. As a special defense, they assailed the validity of the purchase by Suralta in 1957, pointing to the prohibition contained in the Public Land Law against its disposal within the period of five years from the issuance of the homestead patent. They also questioned the legality of the sale made to Suralta in 1957 by Filomeno Palaos and Mahina Lagwas for not having been approved by the Commission on National Integration despite the fact that Palaos and his wife belong to the cultural minorities, are illiterates, and do not understand the English language in which the deed of sale in favor of Suralta was written.

In their answer, the spouses Filomeno Palaos and Mahina Lagwas sustained the sale made by them to Suralta. They alleged that they verbally sold one hectare to one Tiburcio Tadena and sold the remaining 3.7829 hectares to the Arsenals. They stated that they informed the Arsenals about the previous sale of four hectares to Suralta. They also claimed that the Arsenals took undue advantage of their ignorance and illiteracy and caused them to sign the document of sale so as to include the entire 87,829 sq. m. covered by their original title.

On May 4, 1976, the trial court rendered judgment in favor of Suralta. It imputed bad faith to the Arsenals and declared them disqualified to avail of the protection afforded by the provisions of the Civil Code to innocent

purchasers although they registered their purchase ahead of Suralta.

The court held that:

x x x x x x x x

"The defendants Arsenal could not also avail of the prohibition in the Public Land Act against the disposal of any land granted to a citizen under that law because the benefit of said prohibition does not inure to any third party. Only the government could have filed the adequate proceedings for confiscation of the land for violation of the condition of the grant by Palaos. Moreover, a verbal sale of land is valid and effective as between the parties to the agreement and Filomeno Palaos had reaffirmed the sale he made in favor of the plaintiff in 1957 by executing another instrument in 1973 to cure whatever defects which may have affected their formal contract.

"Likewise, Francisca Arsenal cannot take advantage of the lack of approval by the Commission on National Integration of the sale made by Filomeno Palaos in favor of plaintiff Torcuato Suralta. Only the latter, in whose favor the protection is afforded, could contest the document on the ground, as Francisca Arsenal was not a party to said contract and even if she is also a member of the cultural minority for being only half a native of Bukidnon because she and her husband who is from Cebu are both literates."

On appeal to the Intermediate Appellate Court, the aforestated decision was affirmed in toto on October 24, 1983. The Court maintained that:

"The disquisition of the lower court having been made mainly upon assessment of the facts as borne by the testimonies of witnesses presented as resolved in a long-line of decisions, this Court is loath to overturn findings of facts of the court a quo, which is more in a position to determine their truth or falsity, having heard the witnesses testify x x x."

On March 20, 1984, the spouses Arsenal went to this Court in a petition for review on certiorari assigning the following alleged errors of the court below:

I

THE INTERMEDIATE APPELLATE COURT ERRED IN NOT DISMISSING THE APPEALED CASE FOR LACK OF CAUSE OF ACTION.

II

THE INTERMEDIATE APPELLATE COURT ERRED IN AFFIRMING THE TRIAL COURT'S ARGUMENT TO THE EFFECT THAT THE BENEFIT OF THE PROHIBITION IN THE PUBLIC LAND LAW AGAINST THE DISPOSAL OF ANY LAND GRANTED TO A CITIZEN UNDER THAT LAW DOES NOT INSURE TO ANY THIRD PARTY, HENCE, PETITIONERS COULD NOT AVAIL OF THE SAID PROHIBITION.

III

THE INTERMEDIATE APPELLATE COURT ERRED IN AFFIRMING THE TRIAL COURT'S ARGUMENT THAT THE PETITIONERS COULD NOT TAKE ADVANTAGE OF THE LACK OF APPROVAL BY THE COMMISSION ON NATIONAL INTEGRATION OF THE SALE MADE BY RESPONDENT TORCUATO SURALTA.

IV

THE INTERMEDIATE APPELLATE COURT ERRED IN GIVING TOO MUCH WEIGHT TO THE ALLEGED BAD FAITH OF PETITIONERS.

V

THE INTERMEDIATE APPELLATE COURT ERRED IN AFFIRMING THE DECISION OF THE TRIAL COURT DECLARING RESPONDENT TORCUATO SURALTA TO BE THE LEGITIMATE OWNER OF THE DISPUTED LAND AND IN ORDERING THE REGISTER OF DEEDS OF BUKIDNON TO CANCEL TCT NO. T- 7879 AND ORDERING THE ISSUANCE OF ANOTHER TITLE FOR THE PORTION DESIGNATED AS LOT 81-A OF THE SUBDIVISION PLAN LRC-PLD-198451.

VI

THE INTERMEDIATE APPELLATE COURT ERRED IN AFFIRMING THE AWARD OF MORAL DAMAGES AND ATTORNEY'S FEES TO PRIVATE RESPONDENTS.

In resisting respondent Suralta's claim, the petitioners rely heavily on the nullity of the contract of sale executed in 1957 between the respondents Palaos and Suralta. They allege that because the previous sale was void from the beginning, it cannot be ratified and "No amount of bad faith on the part of the petitioners could make it valid and enforceable in the courts of law."

These arguments are impressed with merit.

The law on the matter which is the Public Land Act (Commonwealth Act No. 141, as amended) provides:

"Sec. 118. Except in favor of the Government or any of its branches, units or institutions, lands acquired under free patent or homestead provisions shall not be subject to encumbrance or alienation from the date of the approval of the application and for a term of five years from and after the date of issuance of the patent or grant nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of said period; but the improvements or crops on the land may be mortgaged or pledged to qualified persons, associations, or corporations.

'No alienation, transfer, or conveyance of any homestead after five years and before twenty-five years after issuance of title shall be valid without the approval of the Secretary of Agriculture and Natural Resources, which approval shall not be denied except on constitutional and legal grounds (As amended by Com. Act No. 456, approved June 8, 1939).

x x x x x x x x

"Sec. 120. Conveyance and encumbrance made by persons belonging to the so-called 'non-Christian Filipinos' or national cultural minorities, when proper, shall be valid if the person making the conveyance or encumbrance is able to read and can understand the language in which the instrument or conveyance or encumbrance is written. Conveyances and encumbrances made by illiterate non- Christians or literate non-Christians where the instrument of conveyance is in a language not understood by the said literate non-Christian shall not be valid unless duly approved by the Chairman of the Commission on National Integration. (As amended by Rep. Act No. 3872, approved June 18, 1964).

x x x x x x x x

"Sec. 124. Any acquisition, conveyance, alienation, transfer, or other contract made or executed in violation of any of the provisions of sections one hundred and eighteen, one hundred and twenty, one hundred and

twenty-one, one hundred and twenty-two, and one hundred twenty-three of this Act shall be unlawful and null and void from its execution and shall produce the effect of annulling and cancelling the grant, title, patent, or permit originally issued, recognized or confirmed, actually or presumptively, and cause the reversion of the property and its improvements to the State."

The above provisions of law are clear and explicit. A contract which purports of alienate, transfer, convey or encumber any homestead within the prohibitory period of five years from the date of the issuance of the patent is void from its execution. In a number of cases, this Court has held that such provision is mandatory (*De los Santos v. Roman Catholic Church of Midsayap*, 94 Phil. 405).

Under the provisions of the Civil Code, a void contract is inexistent from the beginning. It cannot be ratified neither can the right to set up the defense of its illegality be waived. (Art. 1409, Civil Code).

To further distinguish this contract from the other kinds of contract, a commentator has stated that:

"The right to set up the nullity of a void or non-existent contract is not limited to the parties as is the case of annulable or voidable contracts; it is extended to third persons who are directly affected by the contract." (Tolentino, Civil Code of the Philippines, Vol. IV, p. 604, [1973]).

"Any person may invoke the inexistence of the contract whenever juridical effects founded thereon are asserted against him." (Id. p. 595).

Concededly, the contract of sale executed between the respondents Palaos and Suralta in 1957 is void. It was entered into three (3) years and eight (8) months after the grant of the homestead patent to the respondent Palaos in 1954.

Being void, the foregoing principles and rulings are applicable. Thus, it was erroneous for the trial court to declare that the benefit of the prohibition in the Public Land Act "does not inure to any third party." Such a sweeping declaration does not find support in the law or in precedents. A third person who is directly affected by a void contract may set up its nullity. In this case, it is precisely the petitioners' interest in the disputed land which is in question.

As to whether or not the execution by the respondents Palaos and Suralta of another instrument in 1973 cured the defects in their previous contract, we reiterate the rule that an alienation or sale of a homestead executed within the five-year prohibitory period is void and cannot be confirmed or ratified. This Court has on several occasions ruled on the nature of a confirmatory sale and the public policy which proscribes it. In the case of *Menil v. Court of Appeals* (84 SCRA 413), we stated that:

"It cannot be claimed that there are two contracts: one which is undisputably null and void, and another, having been executed after the lapse of the 5-year prohibitory period, which is valid. The second contract of sale executed on March 3, 1964 is admittedly a confirmatory deed of sale. Even the petitioners concede this point. (Record on Appeal, pp. 55-56). Inasmuch as the contract of sale executed on May 7, 1960 is void for it is expressly prohibited or declared void by law (CA 141, Section 118), it therefore cannot be confirmed nor ratified, x x x.

x x x x x x x x

"Further, noteworthy is the fact that the second contract of sale over the said homestead in favor of the same vendee, petitioner Potenciano Menil, is for the same price of P415.00. Clearly, the unvarying term of the said contract is ample manifestation that the same is simulated and that no object or consideration passed between the parties to the contract. It is evident from the whole record of the case that the homestead had long been in the possession of the vendees upon the execution of the first contract of sale on May 7, 1960; likewise, the amount of P415.00 had long been paid to Agueda Garan on that same occasion, x x x"

In another case, *Manzano v. Ocampo* (1 SCRA 691, 697), where the sale was perfected during the prohibitory period but the formal deed of conveyance was executed after such period, this Court ruled that:

X X X X X X X X

"x x x This execution of the formal deed after the expiration of the prohibitory period did not and could not legalize a contract that was void from its inception. Nor was this formal deed of sale 'a totally distinct transaction from the promissory note and the deed of mortgage', as found by the Court of Appeals, for it was executed only in compliance and fulfillment of the vendor's previous promise, under the perfected sale of January 4, 1938, to execute in favor of his vendee the formal act of conveyance after the lapse of the period of inhibition of five years from the date of the homestead patent. What is more, the execution of the formal deed of conveyance was postponed by the parties precisely to circumvent the legal prohibition of their sale.

"The law prohibiting any transfer or alienation of homestead land within five years from the issuance of the patent does not distinguish between executory and consummated sales; and it would hardly be in keeping with the primordial aim of this prohibition to preserve and keep in the family of the homesteader the piece of land that the State had gratuitously given to them, (*Pascua v. Talens*, 45 O.G. No. 9 [Supp.] 413; *De los Santos v. Roman Catholic Church of Midsayap*, G.R. No. L-6088, Feb. 25, 1954.) to hold valid a homestead sale actually perfected during the period of prohibition but with the execution of the formal deed of conveyance and the delivery of possession of the land sold to the buyer deferred until after the expiration of the prohibitory period, purposely to circumvent the very law that prohibits and declares invalid such transaction to protect the homesteader and his family. To hold valid such arrangements would be to throw the door wide open to all possible fraudulent subterfuges and schemes that persons interested in land given to homesteaders may devise to circumvent and defeat the legal provision prohibiting their alienation within five years from the issuance of the homestead's patent."

The respondents Palaos and Suralta admitted that they executed the subsequent contract of sale in 1973 in order to cure the defects of their previous contract. The terms of the second contract corroborate this fact as it can easily be seen from its terms that no new consideration passed between them. The second contract of sale being merely confirmatory, it produces no effect and can not be binding.

Notwithstanding the above circumstances of the case, however, we still think that the petitioners' claim to the land must fail.

The petitioner's view that the court erred in giving too much weight to their alleged bad faith has no merit. The issue of bad faith constitutes the fundamental barrier to their claim of ownership.

The finding of bad faith by the lower court is binding on us since it is not the function of this Court to analyze and review evidence on this point all over again (*Sweet Lines, Inc. v. Court of Appeals*, 121 SCRA 769) but only to determine its substantiality (*Dela Concepcion v. Mindanao Portland Cement Corporation*, 127 SCRA 647).

In this case, there is substantial evidence to sustain the verdict of bad faith. We find several significant findings of facts made by the courts below, which were not disputed by the petitioners, crucial to its affirmance.

First of all, we agree with the lower court that it is unusual for the petitioners, who have been occupying the disputed land for four years with respondent Suralta to believe, without first verifying the fact, that the latter was a mere mortgagee of the Portion of land he occupies.

Second, it is unlikely that the entire 8.7879 hectares of land was sold to them for only P800.00 in 1967 considering that in 1957, a four-hectare portion of the same was sold to the respondent Suralta for P819.00. The increased value of real properties through the years and the disparity of the land area show a price for the land too

inadequate for a sale allegedly done in good faith and for value.

Third, contrary to the usual conduct of good faith purchasers for value, the petitioners actively encouraged the respondent Suralta to believe that they were co-owners of the land. There was no dispute that the petitioners, without informing the respondent Suralta of their title to the land, kept the latter in peaceful possession of the land he occupies and received annual real estate tax contributions from him. It was only in 1973 when the respondent Suralta discovered the petitioners' title to the land and insisted on a settlement of the adverse claim that the petitioners registered their deed of sale and secured a transfer certificate of title in their favor.

Clearly, the petitioners were in bad faith in including the entire area of the land in their deed of sale. They cannot be entitled to the four-hectare portion of the land for lack of consideration. To uphold their claim of ownership over that portion of land would be contrary to the well-entrenched principle against unjust enrichment consecrated in our Civil Code to the end that in cases not foreseen by the lawmaker, no one may unjustly benefit himself to the prejudice of another (Report of the Code Commission, p. 41).

Who then is entitled to the portion of the land which is under litigation?

The peculiar circumstances of the case seem to make a categorical pronouncement on the case difficult.

At first blush, the equities of the case seem to lean in favor of the respondent Suralta who, since 1957, has been in possession of the land which was almost acquired in an underhanded manner by the petitioners. We cannot, however, gloss over the fact that the respondent Suralta was himself guilty of transgressing the law by entering, in 1957, into a transaction clearly prohibited by law. It is a long standing principle that equity follows the law. Courts exercising equity jurisdiction are bound by rules of law and have no arbitrary discretion to disregard them. Equitable reasons will not control against any well-settled rule of law or public policy (*McCurdy v. County of Shiawassee*, 118 N.W. 625). Thus, equity cannot give validity to a void contract. If, on the basis of equity, we uphold the respondent Suralta's claim over the land which is anchored on the contracts previously executed we would in effect be giving life to a void contract.

There is another observation worthy of consideration. This Court has ruled in a number of cases that the reversion of a public land grant to the Government is effected only at the instance of the Government itself (*Gacayan v. Leano*, 121 SCRA 260; *Gonzalo Puyat & Sons, Inc. v. De las Ama and Alino*, 74 Phil. 3). The reversion contemplated in the Public Land Act is not automatic. The Government has to take action to cancel the patent and the certificate of title in order that the land involved may be reverted to it (*Villacorta v. Ulanday*, 73 Phil. 655). Considering that this is an ordinary civil action in which the Government has not been included as a party and in view of the settled jurisprudence, we rule against the automatic reversion of the land in question to the State.

Lastly, in cases where the homestead has been the subject of void conveyances, the law still regards the original owner as the rightful owner subject to escheat proceedings by the State. In the *Menil* and *Monzano* cases earlier cited, this Court awarded the land back to the original owner notwithstanding the fact that he was equally guilty with the vendee in circumventing the law. This is so because this Court has consistently held that "the *pari delicto* doctrine may not be invoked in a case of this kind since it would run counter to an avowed fundamental policy of the State, that the forfeiture of a homestead is a matter between the State and the grantee or his heirs, and that until the State had taken steps to annul the grant and asserts title to the homestead the purchaser is, as against the vendor or his heirs, no more entitled to keep the land than any intruder." (*Acierto, et al. v. De los Santos, et al.* 95 Phil. 887; *de los Santos v. Roman Catholic Church of Midsayap, et al.*, *supra*) We should stress that the vendors of the homestead are unlettered members of a tribe belonging to the cultural minorities.

We see, however, a distinguishing factor in this case that sets it apart from the above cases. The original owners in

this case, the respondent Palaos and his wife, have never disaffirmed the contracts executed between them and the respondent Suralta. More than that, they expressly sustained the title of the latter in court and failed to show any interest in recovering the land. Nonetheless, we apply our earlier rulings because we believe that as in *pari delicto* may not be invoked to defeat the policy of the State neither may the doctrine of estoppel give a validating effect to a void contract. Indeed, it is generally considered that as between parties to a contract, validity cannot be given to it by estoppel if it is prohibited by law or is against public policy (19 Am. Jur. 802). It is not within the competence of any citizen to barter away what public policy by law seeks to preserve (Gonzalo Puyat & Sons, Inc. v. De los Amas and Alino, *supra*). Of course, this pronouncement covers only the previous transactions between the respondents.

We cannot pass upon any new contract, between the same parties involving the same land if this is their clear intention. Any new transaction, however, would be subject to whatever steps the Government may take for the reversion of the property to it.

With the resolution of the principal issues and in view of our own conclusions of facts and law, we hold untenable the lower court's award of moral damages, attorney's fees and litigation expenses.

WHEREFORE, the decision of the Intermediate Appellate Court is REVERSED and SET ASIDE. Judgment is hereby rendered:

(a) Declaring null and void the sale of the four-hectare portion of the homestead to respondent Torcuato Suralta and his heirs;

(b) Declaring null and void the sale of the same portion of land to the petitioners Francisca Arsenal and Remedio Arsenal;

(c) Ordering the Register of Deeds of Bukidnon to cancel Transfer Certificate of Title No. T-7879 as to the disputed four- hectare portion and to reissue an Original Certificate of Title for the portion designated as Lot 81-A of the Subdivision Plan LRC-PLD-198451 prepared by Geodetic Engineer Benito P. Balbuena and approved by the Commission on Land Registration, in favor of the respondents Filomeno Palaos and Mahina Lagwas;

(d) Ordering the respondents Filomeno Palaos and Mahina Lagwas to reimburse the heirs of the respondent Torcuato Suralta the sum of EIGHT HUNDRED NINETY PESOS (P890.00), the price of the sale. The value of any improvements made on the land and the interests on the purchase price are compensated by the fruits the respondent Suralta and his heirs received from their long possession of the homestead.

This judgment is without prejudice to any appropriate action the Government may take against the respondents Filomeno Palaos and Mahina Lagwas pursuant to Section 124 of Commonwealth Act No. 141, as amended.

SO ORDERED.

Feria (Chairman), Fernan, Alampay, and Paras, JJ., concur.

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