

IMELDA ONG, ET AL. PETITIONERS, VS. ALFREDO ONG, ET AL., RESPONDENTS.

G.R. No. 67888. October 08, 1985

Ponente: RELOVA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-67888/>

RELOVA, J.:

This is a petition for review on certiorari of the decision, dated June 20, 1984, of the Intermediate Appellate Court, in AC-G.R. No. CV-01748, affirming the judgment of the Regional Trial Court of Makati, Metro Manila. Petitioner Imelda Ong assails the interpretation given by respondent Appellate Court to the questioned Quitclaim Deed.

Records show that on February 25, 1976 Imelda Ong, for and in consideration of One (P1.00) Peso and other valuable considerations, executed in favor of private respondent Sandra Maruzzo, then a minor, a Quitclaim Deed whereby she transferred, released, assigned and forever quitclaimed to Sandra Maruzzo, her heirs and assigns, all her rights, title, interest and participation in the ONE-HALF (½) undivided portion of the parcel of land, particularly described as follows:

"A parcel of land (Lot 10-B of the subdivision plan (LRC) Psd-157841, being a portion of Lot 10, Block 18, Psd-13288, LRC (GLRC) Record No. 2029, situated in the Municipality of Makati, Province of Rizal, Island of Luzon x x x containing an area of ONE HUNDRED AND TWENTY FIVE (125) SQUARE METERS, more or less."

On November 19, 1980, Imelda Ong revoked the aforesaid Deed of Quitclaim and, thereafter, on January 20, 1982 donated the whole property described above to her son, Rex Ong Jimenez.

On June 20, 1983, Sandra Maruzzo, through her guardian ad litem Alfredo Ong, filed with the Regional Trial Court of Makati, Metro Manila an action against petitioners, for the recovery of ownership/possession and nullification of the Deed of Donation over the portion belonging to her and for Accounting.

In their responsive pleading, petitioners claimed that the Quitclaim Deed is null and void inasmuch as it is equivalent to a Deed of Donation, acceptance of which by the donee is necessary to give it validity. Further, it is averred that the donee, Sandra Maruzzo, being a minor, had no legal personality and therefore incapable of accepting the donation.

Upon admission of the documents involved, the parties filed their responsive memoranda and submitted the case for decision.

On December 12, 1983, the trial court rendered judgment in favor of respondent Maruzzo and held that the Quitclaim Deed is equivalent to a Deed of Sale and, hence, there was a valid conveyance in favor of the latter.

Petitioners appealed to the respondent Intermediate Appellate Court. They reiterated their argument below and, in addition, contended that the One (P1.00) Peso consideration is not a consideration at all to sustain the ruling that the Deed of Quitclaim is equivalent to a sale.

On June 20, 1984, respondent Intermediate Appellate Court promulgated its decision affirming the appealed judgment and held that the Quitclaim Deed is a conveyance of property with a valid cause or consideration; that the consideration is the One (P1.00) Peso which is clearly stated in the deed itself; that the apparent inadequacy is of no moment since it is the usual practice in deeds of conveyance to place a nominal amount although there is a more valuable consideration given.

Not satisfied with the decision of the respondent Intermediate Appellate Court, petitioners came to Us questioning the interpretation given by the former to this particular document.

On March 15, 1985, respondent Sandra Maruzzo, through her guardian ad litem Alfredo Ong, filed an Omnibus Motion informing this Court that she has reached the age of majority as evidenced by her Birth Certificate and she prays that she be substituted as private respondent in place of her guardian ad litem Alfredo Ong. On April 15, 1985, the Court issued a resolution granting the same.

A careful perusal of the subject deed reveals that the conveyance of the one-half (½) undivided portion of the above-described property was for and in consideration of the One (P1.00) Peso and the other valuable considerations (underscoring supplied) paid by private respondent Sandra Maruzzo, through her representative, Alfredo Ong, to petitioner Imelda Ong. Stated differently, the cause or consideration is not the One (P1.00) Peso alone but also the other valuable considerations. As aptly stated by the Appellate Court —

"x x x although the cause is not stated in the contract it is presumed that it is existing unless the debtor proves the contrary (Article 1354 of the Civil Code). One of the disputable presumptions is that there is a sufficient cause of the contract (Section 5, (r), Rule 131, Rules of Court). It is a legal presumption of sufficient cause or consideration supporting a contract even if such cause is not stated therein (Article 1354, New Civil Code of the Philippines.) This presumption cannot be overcome by a simple assertion of lack of consideration especially when the contract itself states that consideration was given, and the same has been reduced into a public instrument with all due formalities and solemnities. To overcome the presumption of consideration the alleged lack of consideration must be shown by preponderance of evidence in a proper action. (Samanilla vs. Cajucom, et al., 107 Phil. 432).

The execution of a deed purporting to convey ownership of a realty is in itself prima facie evidence of the existence of a valuable consideration, the party alleging lack of consideration has the burden of proving such allegation. (Caballero, et al. vs. Caballero, et al., (CA), 45 O.G. 2536).

Moreover, even granting that the Quitclaim deed in question is a donation, Article 741 of the Civil Code provides that the requirement of the acceptance of the donation in favor of minor by parents or legal representatives applies only to onerous and conditional donations where the donation may have to assume certain charges or burdens (Article 726, Civil Code). The acceptance by a legal guardian of a simple or pure donation does not seem to be necessary (Perez vs. Calingo, CA-40 O.G. 53). Thus, Supreme Court ruled in Kapunan vs. Casilan and Court of Appeals, 109 Phil. 889) that the donation to an incapacitated donee does not need the acceptance by the lawful representative if said donation does not contain any condition. In simple and pure donation, the formal acceptance is not important for the donor requires no right to be protected and the donee neither undertakes to do anything nor assumes any obligation. The Quitclaim now in question does not impose any condition."

The above pronouncement of respondent Appellate Court finds support in the ruling of this Court in Morales Development Co., Inc. vs. CA, 27 SCRA 484, which states that "the major premise thereof is based upon the fact that the consideration stated in the deeds of sale in favor of Reyes and the Abellas is P1.00. It is not unusual, however, in deeds of conveyance adhering to the Anglo-Saxon practice of stating that the consideration given is the sum of P1.00, although the actual consideration may have been much more. Moreover, assuming that said consideration of P1.00 is suspicious, this circumstance, alone, does not necessarily justify the inference that Reyes

and the Abellas were not purchasers in good faith and for value. Neither does this inference warrant the conclusion that the sales were null and void ab initio. Indeed, bad faith and inadequacy of the monetary consideration do not render a conveyance inexistent, for the assignor's liberality may be sufficient cause for a valid contract (Article 1350, Civil Code), whereas fraud or bad faith may render either rescissible or voidable, although valid until annulled, a contract concerning an object certain entered into with a cause and with the consent of the contracting parties, as in the case at bar."

WHEREFORE, the appealed decision of the Intermediate Appellate Court should be, as it is hereby AFFIRMED, with costs against herein petitioners.

SO ORDERED.

Teehankee, (Chairman), Melencio-Herrera, Plana, De la Fuente, and Patajo, JJ., concur.

Gutierrez, Jr., J., in the result.

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.