

**LAURA ALVAREZ, FLORA ALVAREZ AND RAYMUNDO ALVAREZ,
PETITIONERS, VS. THE HONORABLE INTERMEDIATE APPELLATE
COURT AND JESUS YANES, ESTELITA YANES, ANTONIO YANES,
ROSARIO YANES, AND...**

G.R. No. 68053. May 07, 1990

Ponente: FERNAN, C.J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-68053/>

FERNAN, C.J.:

This is a petition for review on certiorari seeking the reversal of: (a) the decision of the Fourth Civil Cases Division of the Intermediate Appellate Court dated August 31, 1983 in AC-G.R. CV No. 56626 entitled "Jesus Yanes et al. v. Dr. Rodolfo Siason et al." affirming the decision dated July 8, 1974 of the Court of First Instance of Negros Occidental insofar as it ordered the petitioners to pay jointly and severally the private respondents the sum of P20,000.00 representing the actual value of Lots Nos. 773-A and 773-B of the cadastral survey of Murcia, Negros Occidental and reversing the subject decision insofar as it awarded the sums of P2,000.00, P5,000.00 and P2,000.00 as actual damages, moral damages and attorney's fees, respectively and (b) the resolution of said appellate court dated May 30, 1984, denying the motion for reconsideration of its decision.

The real properties involved are two parcels of land identified as Lot 773-A and Lot 773-B which were originally known as Lot 773 of the cadastral survey of Murcia, Negros Occidental. Lot 773, with an area of 156,549 square meters, was registered in the name of the heirs of Aniceto Yanes under Original Certificate of Title No. R0-4858 (8804) issued on October 9, 1917 by the Register of Deeds of Occidental Negros (Exh. A).

Aniceto Yanes was survived by his children, Rufino, Felipe and Teodora. Herein private respondents, Estelita, Iluminado and Jesus, are the children of Rufino who died in 1962 while the other private respondents, Antonio and Rosario Yanes, are children of Felipe. Teodora was survived by her child, Jovita (Jovito) Alib.[1] It is not clear why the latter is not included as a party in this case.

Aniceto left his children Lots 773 and 823. Teodora cultivated only three hectares of Lot 823 as she could not attend to the other portions of the two lots which had a total area of around twenty-four hectares. The record does not show whether the children of Felipe also cultivated some portions of the lots but it is established that Rufino and his children left the province to settle in other places as a result of the outbreak of World War II. According to Estelita, from the "Japanese time up to peace time", they did not visit the parcels of land in question but "after liberation", when her brother went there to get their share of the sugar produced therein, he was informed that Fortunato Santiago, Fuentebella (Puentevella) and Alvarez were in possession of Lot 773.[2]

It is on record that on May 19, 1938, Fortunato D. Santiago was issued Transfer Certificate of Title No. RF 2694 (29797) covering Lot 773-A with an area of 37,818 square meters.[3] TCT No. RF 2694 describes Lot 773-A as a portion of Lot 773 of the cadastral survey of Murcia and as originally registered under OCT No. 8804.

The bigger portion of Lot 773 with an area of 118,831 square meters was also registered in the name of Fortunato

D. Santiago on September 6, 1938 under TCT No. RT-2695 (28192).[4] Said transfer certificate of title also contains a certification to the effect that Lot 773-B was originally registered under OCT No. 8804.

On May 30, 1955, Santiago sold Lots 773-A and 773-B to Monico B. Fuentebella, Jr. in consideration of the sum of P7,000.00.[5] Consequently, on February 20, 1956, TCT Nos. T-19291 and T-19292 were issued in Fuentebella's name.[6]

After Fuentebella's death and during the settlement of his estate, the administratrix thereof (Arsenia R. Vda. de Fuentebella, his wife) filed in Special Proceedings No. 4373 in the Court of First Instance of Negros Occidental, a motion requesting authority to sell Lots 773-A and 773-B.[7] By virtue of a court order granting said motion,[8] on March 24, 1958, Arsenia Vda. de Fuentebella sold said lots for P6,000.00 to Rosendo Alvarez.[9] Hence, on April 1, 1958, TCT Nos. T-23165 and T-23166 covering Lots 773-A and 773-B were respectively issued to Rosendo Alvarez.[10]

Two years later or on May 26, 1960, Teodora Yanes and the children of her brother Rufino, namely, Estelita, Iluminado and Jesus, filed in the Court of First Instance of Negros Occidental a complaint against Fortunato Santiago, Arsenia Vda. de Fuentebella, Alvarez and the Register of Deeds of Negros Occidental for the "return" of the ownership and possession of Lots 773 and 823. They also prayed that an accounting of the produce of the land from 1944 up to the filing of the complaint be made by the defendants, that after court approval of said accounting, the share or money equivalent due the plaintiffs be delivered to them, and that defendants be ordered to pay plaintiffs P500.00 as damages in the form of attorney's fees.[11]

During the pendency in court of said case or on November 13, 1961, Alvarez sold Lots 773-A, 773-B and another lot for P25,000.00 to Dr. Rodolfo Siason.[12] Accordingly, TCT Nos. 30919 and 30920 were issued to Siason,[13] who, thereafter, declared the two lots in his name for assessment purposes.[14]

Meanwhile, on November 6, 1962, Jesus Yanes, in his own behalf and in behalf of the other plaintiffs, and assisted by their counsel, filed a manifestation in Civil Case No. 5022 stating that the therein plaintiffs "renounce, forfeit and quitclaims (sic) any claim, monetary or otherwise, against the defendant Arsenia Vda. de Fuentebella in connection with the above -entitled case".[15]

On October 11, 1963, a decision was rendered by the Court of First Instance of Negros Occidental in Civil Case No. 5022, the dispositive portion of which reads:

"WHEREFORE, judgment is rendered, ordering the defendant Rosendo Alvarez to reconvey to the plaintiffs lots Nos. 773 and 823 of the Cadastral Survey of Murcia, Negros Occidental, now covered by Transfer Certificates of Title Nos. T-23165 and T-23166 in the name of said defendant, and thereafter to deliver the possession of said lots to the plaintiffs. No special pronouncement as to costs.

SO ORDERED."[16]

It will be noted that the above-mentioned manifestation of Jesus Yanes was not mentioned in the aforesaid decision:

However, execution of said decision proved unsuccessful with respect to Lot 773. In his return of service dated October 20, 1965, the sheriff stated that he discovered that Lot 773 had been subdivided into Lots 773-A and 773-B; that they were "in the name" of Rodolfo Siason who had purchased them from Alvarez, and that Lot 773 could not be delivered to the plaintiffs as Siason was "not a party per writ of execution."[17]

The execution of the decision in Civil Case No. 5022 having met a hindrance, herein private respondents (the Yaneses) filed on July 31, 1965, in the Court of First Instance of Negros Occidental a petition for the issuance of a

new certificate of title and for a declaration of nullity of TCT Nos. T-23165 and T-23166 issued to Rosendo Alvarez.[18] Thereafter, the court required Rodolfo Siason to produce the certificates of title covering Lots 773 and 823.

Expectedly, Siason filed a manifestation stating that he purchased Lots 773-A, 773-B and 658, not Lots 773 and 823, "in good faith and for a valuable consideration without any knowledge of any lien or encumbrances against said propert(ies)"; that the decision in the cadastral proceeding[19] could not be enforced against him as he was not a party thereto; and that the decision in Civil Case No. 5022 could neither be enforced against him not only because he was not a party-litigant therein but also because it had long become final and executory.[20] Finding said manifestation to be well-founded, the cadastral court, in its order of September 4, 1965, nullified its previous order requiring Siason to surrender the certificates of title mentioned therein.[21]

In 1968, the Yaneses filed an ex-parte motion for the issuance of an alias writ of execution in Civil Case No. 5022. Siason opposed it.[22] In its order of September 28, 1968 in Civil Case No. 5022, the lower court, noting that the Yaneses had instituted another action for the recovery of the land in question, ruled that the judgment therein could not be enforced against Siason as he was not a party in the case.[23]

The action filed by the Yaneses on February 21, 1968 was for recovery of real property with damages.[24] Named defendants therein were Dr. Rodolfo Siason, Laura Alvarez, Flora Alvarez, Raymundo Alvarez and the Register of Deeds of Negros Occidental. The Yaneses prayed for the cancellation of TCT Nos. T-19291 and 19292 issued to Siason (sic) for being null and void; the issuance of a new certificate of title in the name of the Yaneses "in accordance with the sheriff's, return of service dated October 20, 1965"; Siason's delivery of possession of Lot 773 to the Yaneses; and if, delivery thereof could not be effected, or, if the issuance of a new title could not be made, that the Alvarezes and Siason jointly and severally pay the Yaneses the sum of P45,000.00. They also prayed that Siason render an accounting of the fruits of Lot 773 from November 13, 1961 until the filing of the complaint; and that the defendants jointly and severally pay the Yaneses moral damages of P20,000.00 and exemplary damages of P10,000.00 plus attorney's fees of P4,000.00.[25]

In his answer to the complaint, Siason alleged that the validity of his titles to Lots 773-A and 773-B, having been passed upon by the court in its order of September 4, 1965, had become *res judicata* and the Yaneses were estopped from questioning said order.[26] On their part, the Alvarezes stated in their answer that the Yaneses' cause of action had been "barred by *res judicata*, statute of limitation and estoppel."[27]

In its decision of July 8, 1974, the lower court found that Rodolfo Siason, who purchased the properties in question thru an agent as he was then in Mexico pursuing further medical studies, was a buyer in good faith for a valuable consideration. Although the Yaneses were negligent in their failure to place a notice of *lis pendens* "before the Register of Deeds of Negros Occidental in order to protect their rights over the property in question" in Civil Case No. 5022, equity demanded that they recover the actual value of the land because the sale thereof executed between Alvarez and Siason was without court approval.[28] The dispositive portion of the decision states:

"IN VIEW OF THE FOREGOING CONSIDERATION, judgment is hereby rendered in the following manner:

A. The case against the defendant Dr. Rodolfo Siason and the Register of Deeds are (sic) hereby dismissed.

B. The defendants, Laura, Flora and Raymundo, all surnamed Alvarez being the legitimate children of the deceased Rosendo Alvarez are hereby ordered to pay jointly and severally the plaintiffs the sum of P20,000 representing the actual value of Lots Nos. 773-A and 773-B of Murcia Cadastre, Negros Occidental; the sum of P2,000.00 as actual damages suffered by the plaintiffs; the sum of P5,000 representing moral damages and the sum of P2,000 as attorney's fees, all with legal rate of interest from date of the filing of this complaint up to

final payment.

C. The cross-claim filed by the defendant Dr. Rodolfo Siason against the defendants, Laura, Flora and Raymundo, all surnamed Alvarez is hereby dismissed.

D. Defendants, Laura, Flora and Raymundo, all surnamed Alvarez, are hereby ordered to pay the costs of this suit.

SO ORDERED."[29]

The Alvarazes appealed to the then Intermediate Appellate Court which, in its decision of August 31, 1983,[30] affirmed the lower court's decision "insofar as it ordered defendant-appellants to pay jointly and severally the plaintiffs-appellees the sum of P20,000.00 representing the actual value of Lots Nos. 773-A and 773-B of the cadastral survey of Murcia, Negros Occidental, and is reversed insofar as it awarded the sums of P2,000.00, P5,000.00 and P2,000.00 as actual damages, moral damages' and attorney's fees, respectively."[31]

The dispositive portion of said decision reads:

"WHEREFORE, the decision appealed from is affirmed insofar as it ordered defendants-appellants to pay jointly and severally the plaintiffs-appellees the sum of P20,000.00 representing the actual value of Lots Nos. 773-A and 773-B of the cadastral survey of Murcia, Negros Occidental, and is reversed insofar as it awarded the sums of P2,000.00, P5,000.00 and P2,000.00 as actual damages, moral damages and attorney's fees, respectively. No costs.

SO ORDERED."[32]

Finding no cogent reason to grant appellants' motion for reconsideration, said appellate court denied the same.

Hence, the instant petition.

In their memorandum petitioners raised the following issues:

1. Whether or not the defense of prescription and estoppel had been timely and properly invoked and raised by the petitioners in the lower court.
2. Whether or not the cause and/or causes of action of the private respondents, if ever there are any, as alleged in their complaint dated February 21, 1968 which has been docketed in the trial court as Civil Case No. 8474 supra, are forever barred by statute of limitation and/or prescription of action and estoppel.
3. Whether or not the late Rosendo Alvarez, a defendant in Civil Case No. 5022, supra, and father of the petitioners become a privy and/or party to the waiver (Exhibit "4"-defendant Siason) in Civil Case No. 8474, supra, where the private respondents had unqualifiedly and absolutely waived, renounced and quitclaimed all their alleged rights and interests, if ever there is any, on Lots Nos. 773-A and 773-B of Murcia Cadastre as appearing in their written manifestation dated November 6, 1962 (Exhibits "4:-Siason) which had not been controverted or even impliedly or indirectly denied by them.
4. Whether or not the liability or liabilities of Rosendo Alvarez arising from the sale of Lots Nos. 773-A and 773-B of Murcia Cadastre to Dr. Rodolfo Siason, if ever there is any, could be legally passed or transmitted by operations (sic) of law to the petitioners without violation of law and due process."[33]

The petition is devoid of merit.

As correctly ruled by the Court of Appeals, it is powerless and for that matter so is the Supreme Court, to review the decision in Civil Case No. 5022 ordering Alvarez to reconvey the lots in dispute to herein private respondents. Said decision had long become final and executory and with the possible exception of Dr. Siason, who was not a

party to said case, the decision in Civil Case No. 5022 is the law of the case between the parties thereto. It ended when Alvarez or his heirs failed to appeal the decision against them.[34]

Thus, it is axiomatic that when a right or fact has been judicially tried and determined by a court of competent jurisdiction, so long as it remains unreversed, it should be conclusive upon the parties and those in privity with them in law or estate.[35] As consistently ruled by this Court, every litigation must come to an end. Access to the court is guaranteed. But there must be a limit to it.

Once a litigant's right has been adjudicated in a valid final judgment of a competent court, he should not be granted an unbridled license to return for another try. The prevailing party should not be harassed by subsequent suits. For, if endless litigation were to be allowed, unscrupulous litigations will multiply in number to the detriment of the administration of justice.[36]

There is no dispute that the rights of the Yaneses to the properties in question have been finally adjudicated in Civil Case No. 5022. As found by the lower court, from the uncontroverted evidence presented, the Yaneses have been illegally deprived of ownership and possession of the lots in question.[37]. In fact, Civil Case No. 8474 now under review, arose from the failure to execute Civil Case No. 5022, as subject lots can no longer be reconveyed to private respondents Yaneses, the same having been sold during the pendency of the case by the petitioners' father to Dr. Siason who did not know about the controversy, there being no *lis pendens* annotated on the titles. Hence, it was also settled beyond question that Dr. Siason is a purchaser-in-good faith.

Under the circumstances, the trial court did not annul the sale executed by Alvarez in favor of Dr. Siason on November 11, 1961 but in fact sustained it. The trial court ordered the heirs of Rosendo Alvarez who lost in Civil Case No. 5022 to pay the plaintiffs (private respondents herein) the amount of P20,000.00 representing the actual value of the subdivided lots in dispute. It did not order defendant Siason to pay said amount.[38]

As to the propriety of the present case, it has long been established that the sole remedy of the landowner whose property has been wrongfully or erroneously registered in another's name is to bring an ordinary action in the ordinary court of justice for reconveyance or, if the property has passed into the hands of an innocent purchaser for value, for damages.[39] "It is one thing to protect an innocent third party; it is entirely a different matter and one devoid of justification if deceit would be -rewarded by allowing the perpetrator to enjoy the fruits of his nefarious deed. As clearly revealed by the undeviating line of decisions coming from this Court, such an undesirable eventuality is precisely sought to be guarded against"[40]

The issue on the right to the properties in litigation having been finally adjudicated in Civil Case No. 5022 in favor of private respondents, it cannot now be reopened in the instant case on the pretext that the defenses of prescription and estoppel have not been properly considered by the lower court. Petitioners could have appealed in the former case but they did not. They have therefore foreclosed their rights, if any, and they cannot now be heard to complain in another case in order to defeat the enforcement of a judgment which has long become final and executory.

Petitioners further contend that the liability arising from the sale of said Lots Nos. 773-A and 773-B made by Rosendo Alvarez to Dr. Rodolfo Siason should be the sole liability of the late Rosendo Alvarez or of his estate, after his death.

Such contention is untenable for it overlooks the doctrine obtaining in this jurisdiction on the general transmissibility of the rights and obligations of the deceased to his legitimate children and heirs. Thus, the pertinent provisions of the Civil Code state:

"Art. 774. Succession is a mode of acquisition by virtue of which the property, rights and obligations to the

extent of the value of the inheritance, of a person are transmitted through his death to another or others either by his will or by operation of law.

"Art. 776. The inheritance includes all the property, rights and obligations of a person which are not extinguished by his death.

"Art. 1311. Contracts take effect only between the parties, their assigns and heirs, except in case where the rights and obligations arising from the contract are not transmissible by their nature, or by stipulation or by provision of law. The heir is not liable beyond the value of the property received from the decedent."

As explained by this Court through Associate Justice J.B.L. Reyes in the case of *Estate of Hemady vs. Luzon Surety Co., Inc.*[41]

"The binding effect of contracts upon the heirs of the deceased party is not altered by the provision of our Rules of Court that money debts of a deceased must be liquidated and paid from his estate before the residue is distributed among said heirs (Rule 89). The reason is that whatever payment is thus made from the state is ultimately a payment by the heirs or distributees, since the amount of the paid claim in fact diminishes or reduces the shares that the heirs would have been entitled to receive.

"Under our law, therefore, the general rule is that a party's contractual rights and obligations are transmissible to the successors. The rule is a consequence of the progressive 'depersonalization' of patrimonial rights and duties that, as observed by Victorio Polacco, has characterized the history of these institutions. From the Roman concept of a relation from person to person, the obligation has evolved into a relation from patrimony to patrimony, with the persons occupying only a representative position, barring those rare cases where the obligation is strictly personal, i. e., is contracted *intuitu personae*, in consideration of its performance by a specific person and by no other. x x x"

Petitioners being the heirs of the late Rosendo Alvarez, they cannot escape the legal consequences of their father's transaction, which gave rise to the present claim for damages. That petitioners did not inherit the property involved herein is of no moment because by legal fiction, the monetary equivalent thereof devolved into the mass of their father's hereditary estate, and we have ruled that the hereditary assets are always liable in their totality for the payment of the debts of the estate.[42]

It must, however, be made clear that petitioners are liable only to the extent of the value of their inheritance. With this clarification and considering petitioners' admission that there are other properties left by the deceased which are sufficient to cover the amount adjudged in favor of private respondents, we see no cogent reason to disturb the findings and conclusions of the Court of Appeals.

WHEREFORE, subject to the clarification herein above stated, the assailed decision of the Court of Appeals is hereby **AFFIRMED**. Costs against petitioners.

SO ORDERED.

Gutierrez, Jr., Feliciano, and Cortes, JJ., concur.

Bidin, J., no part. I participated in the appealed decision.

[1] TSN, October 17, 1973, pp. 4-5.

[2] TSN, December 11, 1973, pp 11 & 55.

[3] Exhibits 26 and 28.

- [4] Exhibit 27.
- [5] Exhibit B-Alvarez.
- [6] Exhibits 23 and 24-Siason.
- [7] Exh. 1-Alvarez; Exh. 17-Siason.
- [8] Exh. 2-Alvarez.
- [9] Exh. 3-Alvarez.
- [10] Exh. 2-Siason.
- [11] Civil Case No. 5022; Exhibit B.
- [12] Exhibit F.
- [13] Exhibits 12 and 13.
- [14] Exhibits 10, 11, 14 and 15.
- [15] Exhibit 4-Alvarez.
- [16] Record on Appeal, p. 25.
- [17] Exhibit E.
- [18] Cad. Case No. 6; Exhibit 3.
- [19] Cad. Case No. 6.
- [20] Exhibit 5.
- [21] Exhibit 6.
- [22] Exhibit 78.
- [23] Exhibit 9.
- [24] Civil Case No. 8474
- [25] Record on Appeal, pp. 8-9.
- [26] Record on Appeal, p. 36.
- [27] Ibid., p. 63.
- [28] Ibid, pp. 95-99.
- [29] Record on Appeal, pp. 100-101.
- [30] Porfirio V. Sison, J., ponente. Abdulwahid A. Bidin, Marcelino R. Veloso and Desiderio P. Jurado, JJ. concurring.
- [31] Rollo, p. 32.
- [32] Rollo, p. 32.
- [33] Rollo, p. 119.

[34] Rollo, p. 27.

[35] *Miranda v. C.A.*, 141 SCRA 302 [1986].

[36] *Ngo Bun Tiong v. Judge Sayo*, G.R. No. 45825, June 30, 1988.

[37] Record on Appeal, pp. 24-25.

[38] Rollo, p. 27.

[39] *Quiniano et al. v. C.A.*, 39 SCRA 221 [1971].

[40] *Ibid.*

[41] 100 Phil. 388.

[42] *Lopez vs. Enriquez*, 16 Phil. 336 (1910).

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.