

VICENTE RAÑESES AND ZENaida BUENA-RAÑESES, PETITIONERS, VS. INTERMEDIATE APPELLATE COURT AND ANTONINO LAMADRID, RESPONDENTS.

G.R. No. 68747. July 13, 1990

Ponente: NARVASA, J.

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NARVASA, J.:

The proceedings at bar originated from two (2) actions instituted in the Court of First Instance of Camarines Norte by the spouses Vicente Rañeses and Zenaida Buena against Antonino Lamadrid. They were docketed as Civil Cases Numbered 2113 and 2313.

Involved in Civil Case No. 2113 is a parcel of land with an area of about 11.7174 hectares, covered by Transfer Certificate of Title No. T-5616 in the name of Vicente Rañeses. The complaint alleged that Antonino Lamadrid had intruded into a 6-hectare area of this land, had occupied it for some years, and had refused to vacate it despite repeated demands; it therefore prayed for judgment ousting Lamadrid from the property and commanding him to pay damages.[1]

In his answer, Lamadrid claimed that he had been in continuous, open and public occupation in concept of owner, of the area in question since 1942 (about 30 years prior to the filing of the complaint); that the Rañeses' title, acquired from a free patentee, Eustaquio Asido, was null and void on account of fraud on the part of the Rañeses and Asido, their "dummy," and that he (Lamadrid) should therefore be declared the owner of the land, entitled to a conveyance thereof from the Rañeses and recovery of damages from the latter.[2]

Involved in Civil Case No. 2313 is another parcel of agricultural land situated in Mahawanhawan, Pinagtambangan, Labo, Camarines Norte, known as Lot 2000-B of the Labo Cadastre, measuring 8.7092 hectares, more or less, and covered by Transfer Certificate of Title No. T-6098 in the name of Zenaida Buena. The complaint averred that Lamadrid and his wife also intruded into this property without any right whatsoever, forcibly occupying about two and a half (2 1/2) hectares thereof, and have since refused to leave the premises despite demands. The complaint thus prayed for judgment directing the defendants' ouster and their payment of damages by way of attorney's fees.[3]

In their answer, the Lamadrids set out substantially the following facts, to wit:

- 1) Said Lot 2000-B originally belonged to Isabelo Cuevas to whom had been duly issued a Torrens title;
- 2) two-fifths (2/5) of the land was sold by Cuevas to a certain Francisco Lumbis sometime in September, 1958; while the remaining three-fifths (3/5) had been sold by Cuevas to the Rañeses;
- 3) Lumbis entrusted the 2/5 portion purchased by him to the custody and care of Antonino Lamadrid, who served as the former's encargado until September, 1971 when Lumbis eventually sold the land to Lamadrid subject to a pacto de retro;

4) when Lamadrid presented his deed of sale a retro for registration in the Registry of Deeds, he discovered that a deed of sale over the same area dated April 20, 1961 -- executed by Isabelo Cuevas in favor of the Rañeses -- had been earlier registered;

5) that deed in favor of the Rañeses -- executed on April 20, 1961 but not registered until six (6) years later, on April 5, 1967 -- was "either fictitious or a forgery and ** obtained by means of fraud, false machination and cajolery," hence null and void; and his (Lamadrid's) own deed should prevail.[4]

The cases were tried jointly by agreement of the parties,[5] after which judgment was rendered on May 22, 1979,[6] disposing as follows:

"In Civil Case No. 2113

(a) Declaring the plaintiff Vicente Rañeses the owner of the property in question; ordering the defendant (Lamadrid) to vacate the same, and to pay the costs;

"In Civil Case No. 2313

(a) Declaring the sale in favor of Zenaida Buena (Rañeses) by Isabelo Cuevas, Exhibit E, genuine and valid; declaring plaintiffs the owner of the portion in question consisting of the two-fifths (2/5) of the land originally belonging to Isabelo Cuevas; ordering the defendants to vacate the same and to pay the costs.[7]

Antonino Lamadrid perfected an appeal to the Intermediate Appellate Court. Judgment was rendered by this Court on April 30, 1984,[8] only as concerns "the decision of the lower court in Civil Case No. 2313," since Lamadrid's brief (as appellant) did "not question the decision of the lower court in Civil Case No. 2113." [9] The Intermediate Appellate Court reversed "the decision of the Court a quo dated May 22, 1979 in Civil Case No. 2313 * * and (entered) a new one ordering:

1. The dismissal of the complaint;
2. The plaintiffs to pay P7,000.00 to defendant Lamadrid by way of attorney's fees and expenses of litigation; and
3. The plaintiffs to pay the costs of suit." [10]

The Court also denied the Rañeses' motion for reconsideration, by resolution dated September 14, 1984.[11] Hence, this appeal.

The appellate tribunal's decision turned on what in its view was the "one simple and crucial issue ** : whether or not the deed of absolute sale executed by Isabelo G. Cuevas in favor of ** (the Rañeses) (Exh. 'E') registered with the office of the Register of Deeds of Camarines Norte, should prevail over the deed of absolute sale executed by Isabelo G. Cuevas in favor of Francisco Lumbis and his wife (Exhibit 'G') which is not registered with the office of the Register of Deeds for Camarines Norte." That issue was resolved adversely to the Rañeses in the light of the provisions on double sales in Article 1544 of the Civil Code, viz.:

"ART. 1544. If the same thing should have been sold to different vendees, the ownership shall be transferred to the person who may have first taken possession thereof in good faith, if it should be movable property.

Should it be immovable property, the ownership shall belong to the person acquiring it who in good faith first recorded it in the Registry of Property.

Should there be no inscription, the ownership shall pertain to the person who in good faith was first in the possession; and, in the absence thereof, to the person who presents the oldest title, provided there is good faith."

The Intermediate Appellate Court pronounced the Rañeses to be vendees in bad faith, and their deed of sale, Exhibit E, a forgery.

Quoting "approvingly" from Lamadrid's brief, the Intermediate Appellate Court declared that the Rañeses could not be considered purchasers in good faith since, as preponderantly established by the evidence: (a) Vicente Rañeses, being the owner of several parcels of land near the area in controversy, knew of the acquisition in 1954 of the disputed 2/5 portion of the land by Lamadrid's predecessor, Francisco Lumbis, from Isabelo Cuevas and Soledad Camero, and that Lumbis commenced occupying it immediately, put up his house on it, cultivated it and planted it to coconuts; (b) he even knew of the sub-division survey drawn up at Lumbis' request; (c) Rañeses' encargado, Barrio Captain Antonio Asido, was in fact the one who personally prepared the deed of sale by which Lumbis subsequently conveyed the land to Lamadrid; (d) consequently, at the time of the alleged sale by said Isabelo Cuevas to him of the same land, Rañeses knew that Cuevas no longer had any title to convey.[12]

The Appellate Court moreover ruled that its "own close examination, verification and analysis of the questioned and standard signatures" impelled it to the same conclusion as that presented by the NBI handwriting expert, Arcadio Ramos, i.e., that the questioned signature were a forgery, a conclusion strengthened by "suspicious circumstances" attendant on "the preparation, execution and ratification of the questioned document of sale, Exhibit 'E,'" these being:

" * * (1) the fact that the document, Exhibit 'E' was certified by the notary public as having been acknowledged in the Municipality of Mercedes, Camarines Norte, when in fact as testified to by plaintiff Vicente Rañeses, it was in the municipality of Daet where the document was actually acknowledged and ratified (p. 12, tsn, March 5, 1974); and, (2) the fact that while the document, Exhibit 'E,' was supposed to have been executed on April 20, 1961, yet the same was registered only almost six (6) years later on April 5, 1967, and long after the Cuevas spouses had died (Exhibits '24' and '24-A')."

The Rañeses impute reversible error to the respondent Court. They say it was wrong for that Court:

- 1) to fail to apply the equitable doctrine of laches to bar Lamadrid from enforcing "his stale right or claim over the property in question;"
- 2) not to find that the evidence demonstrates the correctness of the Trial Court's judgment that the deed of sale allegedly executed by the Cuevas Spouses in favor of the Rañeses was genuine; and
- (3) to decline to conclude that, given the facts, "fraud cannot be attributed to petitioner or her husband in the execution of Exhibit "E" or in registering the same."

It should at once be apparent that except for the first imputed error, supposedly involving laches on the part of Lamadrid's predecessor-in-interest, the resolution of the assigned errors entails a review of the factual conclusions of the Appellate Court and evidentiary bases thereof. Such an assessment is not, as a rule, proper in appeals from the Court of Appeals which should be confined to a consideration and determination only of issues of law.[13] Of course, a review of factual questions may exceptionally be undertaken in this Court in a few well defined instances, one of which is when there is a conflict in factual findings between the Court of Appeals and the Trial Court.[14] That review was in fact done but unfortunately, has yielded nothing favorable to petitioners' cause.

The assertion of laches to defeat Lamadrid's right to the land is foreclosed to the Rañeses by reason of the Appellate Court's finding that the deed on which said spouses base their own claim is a forgery procured or participated in by them. As stated above, that finding, being one of fact, not only binds this Court under well-established rule and precedent; even a review of the evidence, were it allowed at this stage, would yield no ground to reverse or modify it. It has been held that the equitable doctrine of laches is not available to shield fraud or wrongdoing on the part of whoever would invoke it.

"The doctrine of laches is an equitable principle applied to promote but never to defeat justice. * * In brief, it is indeed the better rule that courts, under the principle of equity, will not be guided or bound strictly by the statute of limitations or the doctrine of laches when to do so, manifest wrong or injustice would result." [15]

Moreover, this Court is not disposed, except for very strong reasons which do not obtain here, to sanction application of the doctrine to prejudice or defeat the right of the original transferee, Lumbis -- whom the Court of Appeals found to be a mere mine worker, ignorant of land registration procedures [16] -- and by extension the right of his successor-in-interest, respondent Lamadrid.

Attention has also been invited by respondent Lamadrid to the fact that laches was not invoked by the Rañeses in the proceedings before the Trial Court, and that they did so for the first time only after rendition of the decision of the Court of Appeals now complained of and in a motion for the reconsideration thereof. Nothing in the record before the Court controverts this claim, in consequence of which the right to invoke such principle is deemed waived.

"* * Neither prescription of appellee's claim or bar of the action for recovery due to laches was averred in appellant's defenses. Appellant cannot raise them now for the first time on appeal. Verily the failure to raise the issue of prescription and laches, amounts to a waiver of such defenses." [17]

It makes no difference that the Rañeses were the plaintiffs, not the defendants, in the original action. They could have, but did not, raise the question of laches by way of reply to the answer of Lamadrid, which averred the particular facts surrounding his acquisition of the portion of the land claimed by him in its affirmative and special defenses. [18]

In any case, "(t)he principle that a forged deed is an absolute nullity and conveys no title (which) is firmly embedded in our jurisprudence, * *"[19] clearly militates against according any primacy to the claim of the Rañeses over that of respondent Lamadrid, whose own instrument of acquisition has not been shown to be affected by any such defect.

WHEREFORE, the decision of the Court of Appeals review of which is sought in these proceedings, is **AFFIRMED**, with costs against the petitioners.

SO ORDERED.

Cruz, Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] Rollo, p. 39; Rec. on Appeal, pp. 71-72

[2] Id., id., pp. 72-73

[3] Id., id., pp. 73-74

[4] Id., id., pp. 74-75

[5] Id., id., p. 71

[6] By Hon. Isidoro A. Vera, presiding over Branch II of the Court of First Instance of Camarines Norte

[7] Rollo, p. 39; Rec. on Appeal, p. 87

[8] The decision was written for the Court (Third Civil Cases Division) by Bartolome, J., with whom concurred Coquia and Zosa, JJ.

[9] Id., pp. 26, 28

[10] Id., p. 34

[11] Id., p. 35

[12] Id., pp. 31-33

[13] SEE Apex Investment & Financing Corp. v. IAC, 166 SCRA 458; Cu-Bie v. IAC, 154 SCRA 599; Knecht v. CA, 158 SCRA 80; Fernan v. CA, G.R. No. 43356, Jan. 30, 1990

[14] Metro Port Service, Inc. v. CA, 131 SCRA 365; Prudencio v. Alliance Transport System, Inc., 148 SCRA 440

[15] Cristobal vs. Melchor, 78 SCRA 175, 184-185, citing Bunch vs. U.S., 1918, 152 Fed. 673, 678, and Fogg v. St. Louis, H & K.R. Co. (C.C.) 17 Fed. 871

[16] CA Decision; Rollo, p. 31

[17] J.M. Tuazon & Co. vs. Macalindog, 6 SCRA 938, 942, citing Maxilim vs. Tabotabo, 9 Phil. 390 and Domingo vs. Osorio, 7 Phil. 405

[18] Record on Appeal (Rollo, p. 39) pp. 6-9

[19] Director of Lands vs. Addison, 49 Phil. 19

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