

CONSOLACION VILLANUEVA, PETITIONER, VS. THE INTERMEDIATE APPELLATE COURT, JESUS BERNAS AND REMEDIOS O. BERNAS, RESPONDENTS.*G.R. No. 74577. December 04, 1990*

Ponente: NARVASA, J.

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The spouses Graciano Aranas and Nicolasa Bunsu were the owners in fee simple of a parcel of land identified as Lot 13, their ownership being evidenced by Original Certificate of Title No. O-3239 issued by the Register of Deeds of Capiz on June 19, 1924. After they died, their surviving children, Modesto Aranas and Federico Aranas, adjudicated the land to themselves under a deed of extrajudicial partition executed on May 2, 1952. The southern portion, described as Lot 13-C, was thereby assigned to Modesto; the northern, to Federico.[1]

On March 21, 1953, Modesto Aranas obtained a Torrens title in his name from the Capiz Registry of Property, numbered T-1346. He died on April 20, 1973, at the age of 81 years. His wife, Victoria Comorro, predeceased him, dying at age 70 on July 16, 1971. They had no children.[2]

Now, it appears that Modesto was survived by two (2) illegitimate children named Dorothea Aranas Ado and Teodoro C. Aranas. These two borrowed P18,000.00 from Jesus Bernas. As security therefor they mortgaged to Bernas their father's property, Lot 13-C. In the "Loan Agreement with Real Estate Mortgage" executed between them and Bernas on October 30, 1975, they described themselves as the absolute co-owners of Lot 13-C. A relative, Raymundo Aranas, signed the agreement as a witness.[3]

Dorothea and Teodoro failed to pay their loan. As a result, Bernas caused the extrajudicial foreclosure of the mortgage over Lot 13-C on June 29, 1977 and acquired the land at the auction sale as the highest bidder.[4] After the foreclosure sale, Dorothea and Teodoro executed a deed of Extrajudicial Partition dated June 21, 1978, in which they adjudicated the same Lot 13-C unto themselves in equal shares pro indiviso.

On October 25, 1978 Bernas consolidated his ownership over Lot 13-C, the mortgagors having failed to redeem the same within the reglementary period, and had the latter's title (No. T-1346 in the name of Modesto Aranas) cancelled and another issued in his name, TCT No. T-15121.[5]

About a month later, or on November 24, 1978, Consolacion Villanueva and Raymundo Aranas -- who, as aforesaid, was an instrumental witness in the deed of mortgage executed by Dorothea and Teodoro Aranas on October 30, 1975 -- filed a complaint with the Regional Trial Court at Roxas City against Jesus Bernas and his spouse, Remedios Bernas. The case was docketed as Civil Case No. V-4188, and assigned to Branch 14. In their complaint, the plaintiffs prayed that the latter's title over Lot 13-C, TCT No. T-15121, be cancelled and they be declared co-owners of the land. They grounded their cause of action upon their alleged discovery on or about November 20, 1978 of two (2) wills, one executed on February 11, 1958 by Modesto Aranas, and the other, executed on October 29, 1957 by his wife, Victoria Comorro. Victoria Comorro's will allegedly bequeathed to Consolacion and Raymundo, and to Dorothea and Teodoro Aranas, in equal shares pro indiviso, all of said

Victoria Comorro's "interests, rights and properties, real and personal ** as her net share from (the) conjugal partnership property with her husband, Modesto Aranas **." Modesto Aranas' will, on the other hand, bequeathed to Dorothea and Teodoro Aranas (his illegitimate children) all his interests in his conjugal partnership with Victoria "as well as his own capital property brought by him to (his) marriage with his said wife." [6]

At the pre-trial, the parties stipulated on certain facts, including the following:

- 1) that the property in question was registered before the mortgage in the name of the late Modesto Aranas, married to Victoria Comorro, (covered by) TCT No. 1346, issued on March 21, 1953;
- 2) that the wills above described were probated only after the filing of the case (No. V-4188);
- 3) that Consolacion Villanueva and Raymundo Aranas are not children of either Modesto Aranas or Victoria Comorro;
- 4) that the lot in question is not expressly mentioned in the will; and
- 5) that TCT No. 15121 exists, and was issued in favor of defendant-spouses Jesus Bernas and Remedios Bernas.

Trial ensued after which judgment was rendered adversely to the plaintiffs, Consolacion Villanueva and Raymundo Aranas. [7] The dispositive part of the judgment reads as follows: [8]

WHEREFORE, IN VIEW OF THE FOREGOING, judgment is hereby rendered in favor of the defendants and against the plaintiffs as follows:

The plaintiffs' complaint is hereby dismissed and ordering the plaintiffs, jointly and severally, to pay the defendants the following:

- 1) THREE THOUSAND FIVE HUNDRED PESOS (P3,500.00) as attorney's fees;
- 2) FIVE HUNDRED PESOS (P500.00) as actual damages;
- 3) TEN THOUSAND PESOS (P10,000.00) as moral damages;
- 4) Declaring the defendants spouses Jesus Bernas and Remedios Q. Bernas as legal owners of Lot No. 13-C and including all the improvements thereon;
- 5) Declaring the loan agreement with real estate mortgage (Exh. '2') entered into by Dorothea Aranas Ado married to Reynaldo F. Ado and Teodoro C. Aranas and Jesus Bernas married to Remedios O. Bernas, over the lot in question executed on October 30, 1975 before Notary Public Roland D. Abalajon and the corresponding Certificate of Title No. T-15121 registered in the name of Jesus Bernas (defendants spouses) as having been executed and issued in accordance with law, are declared legal and valid;
- 6) For failure to prove all other counter-claim and damages, the same are hereby dismissed.
- 7) To pay costs of this suit.

SO ORDERED."

The plaintiffs appealed to the Intermediate Appellate Court, where they succeeded only in having the award of actual and moral damages deleted, the judgment of the Regional Trial Court having been otherwise affirmed in toto.

From this judgment of the Appellate Court, [9] Consolacion Villanueva appealed to this Court. Her co-plaintiff, Raymundo Aranas, did not.

The only question is, what right was acquired by Consolacion Villanueva over Lot 13-C and the improvements thereon standing by virtue of Victoria Comorro's last will and testament giving to her all of said Victoria's "interests, rights and properties, real and personal ** as her net share from (the) conjugal partnership property with her husband, Modesto Aranas **." She is, admittedly, not named an heiress in Modesto Aranas' will.

Certain it is that the land itself, Lot 13-C, was not "conjugal partnership property" of Victoria Comorro and her husband, Modesto Aranas. It was the latter's exclusive, private property, which he had inherited from his parents -- Graciano Aranas and Nicolasa Bunsu, the original owners of the property -- registered solely in his name, under TCT T-1346. Whether Modesto succeeded to the property prior or subsequent to his marriage to Victoria Comorro -- the record being unfortunately none too clear on the point -- is inconsequential. The property should be regarded as his own exclusively, as a matter of law. This is what Article 148 of the Civil Code clearly decrees: that to be considered as "the exclusive property of each spouse" is inter alia, "that which is brought to the marriage as his or her own," or "that which each acquires, during the marriage, by lucrative title." Thus, even if it be assumed that Modesto's acquisition by succession of Lot 13-C took place during his marriage to Victoria Comorro, the lot would nonetheless be his "exclusive property" because acquired by him, "during the marriage, by lucrative title."

Moreover, Victoria Comorro died on July 16, 1971, about two (2) years ahead of her husband, Modesto Aranas, exclusive owner of Lot 13-C, who passed away on April 20, 1973. Victoria never therefore inherited any part of Lot 13-C and hence, had nothing of Lot 13-C to bequeath by will or otherwise to Consolacion Villanueva or anybody else.

It would seem, however, that there are improvements standing on Lot 13-C, and it is to these improvements that Consolacion Villanueva's claims are directed. The question then is, whether or not the improvements are conjugal property, so that Victoria Comorro may be said to have acquired a right over them by succession, as voluntary heir of Victoria Comorro.

The Civil Code says that improvements, "whether for utility or adornment, made on the separate property of the spouses through advancements from the partnership or through the industry of either the husband or the wife, belong to the conjugal partnership," and buildings "constructed, at the expense of the partnership, during the marriage on land belonging to one of the spouses, also pertain to the partnership, but the value of the land shall be reimbursed to the spouse who owns the same."^[10] Proof, therefore, is needful of the time of the making or construction of the improvements and the source of the funds used therefor, in order to determine the character of the improvements as belonging to the conjugal partnership or to one spouse separately. No such proof was presented or proffered by Consolacion Villanueva or any one else. What is certain is that the land on which the improvements stand was the exclusive property of Modesto Aranas and that where, as here, property is registered in the name of one spouse only and there is no showing of when precisely the property was acquired, the presumption is that it belongs exclusively to said spouse.^[11] It is not therefore possible to declare the improvements to be conjugal in character.

Yet another consideration precludes relief to Consolacion Villanueva and that is, that when Lot 13-C was mortgaged to Jesus Bernas, the title was free of any lien, encumbrance or adverse claim presented by or for Consolacion Villanueva or anybody else, and that when Bernas subsequently consolidated his ownership over Lot 13-C and obtained title in his name, the Registry of Deeds contained no record of any lien, encumbrance or adverse claim affecting the property. Furthermore, Bernas' mode of acquisition of ownership over the property, i.e., by a mortgage sale, appears in all respects to be regular, untainted by any defect whatsoever. Bernas must therefore be deemed to have acquired indefeasible and clear title to Lot 13-C which cannot be defeated or negated by claims subsequently arising and of which he had no knowledge or means of knowing prior to their assertion

and ventilation.

Finally, it bears stressing that the conclusion of the Intermediate Appellate Court that the evidence establishes that the property in question was the exclusive property of one spouse, not conjugal, is a factual one which, absent any satisfactory showing of palpable error or grave abuse of discretion on the part of the Appellate Court in reaching it, is not reviewable by this Court.

WHEREFORE, the judgment of the Intermediate Appellate Court subject of this appeal, being in accord with the evidence and applicable law and jurisprudence, is AFFIRMED, with costs against the petitioner.

SO ORDERED.

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

[1] Rollo, p. 41

[2] Idem.

[3] Id., pp. 7-10

[4] Id., pp. 11-12

[5] Id., p. 39

[6] Id., pp. 39-40

[7] Rendered on February 29, 1984 by Hon. Enrique P. Suplico, presiding over Branch XIV of the RTC at Roxas City

[8] Id., PP. 37-38

[9] Rendered on Feb. 12, 1986 by the Second Civil Cases Division, Camilon, J., ponente, with Pascual, Campos and Jurado, JJ., concurring (Rollo, pp. 39 et seq.)

[10] ART. 158

[11] PNB v. C.A., 153 SCRA 435 (1987)

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