

**SPOUSES EUFRACIO ROJAS AND CONCEPCION ROJAS, PETITIONERS,
VS. HON. COURT OF APPEALS, AND SPOUSES FELIX E. MEDALLA AND
DIONISIA PACATAN MEDALLA, RESPONDENTS.***G.R. No. 77668, December 26, 1990*

Ponente: MELENCIO-HERRERA, J.

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This Petition for Review on Certiorari seeks the reversal of the Decision of respondent Court of Appeals[1] in AC-G.R. CV No. 00536, dated 28 June 1985, which affirmed the judgment of the Regional Trial Court of Davao[2] in RTC Case No. 1526 conveying the disputed lots to private respondents.

The records show that private respondents, the Medalla spouses (Respondents Medalla, hereinafter), were the original applicants for Lots Nos. 327 and 324, of Psd-60302, with areas of 3.1402 and 2.1451 hectares, respectively, located at Panabo, Davao del Norte, who filed their application with the defunct National Abaca and Other Fibers Corporation (NAFCO), succeeded by the Board of Liquidators. They started occupying the lots in 1946 and remained in possession until the period between 1951 and 1954 when petitioners, the Rojas spouses (briefly, Petitioners Rojas), took over. Since then, Petitioners Rojas had been in possession, to the exclusion of Respondents Medalla, up to 1982 when the latter occupied the lots after having been issued titles in their favor (Amended Complaint, Rollo, pp. 29-30).

In their Stipulation of Facts before the Trial Court (par. 6), it was admitted that between 1951 and 1954, a private document was executed by Respondent Felix Medalla in favor of Petitioners Rojas, the tenor of which, however, is disputed by the parties. Respondents Medalla allege that the document was a deed of mortgage covering the disputed lots but Petitioners Rojas claim that it was an instrument of relinquishment of rights and improvements by Respondent Felix Medalla. No copy of said private document could be presented in evidence.

In the same Stipulation (par. 8), the parties further admitted that there exists a document, dated 31 August 1968, confirming a private document of relinquishment made on 12 January 1952 over the disputed lots in favor of Petitioner Concepcion Rojas, married to Eufracio Rojas, Sr., but notarized by Remegio E. Amorillo only on 3 March 1969 (Exh. A). Respondents Medalla claim, however, that the document is a forgery, alleging that Respondent Felix Medalla never signed it and that, even if he had, the same does not bear the signature of his wife and should be considered void. Because this document is the bone of contention in this controversy, it is quoted in full hereunder:

"AFFIDAVIT CONFIRMING THE
RELINQUISHMENT OF RIGHTS AND IMPROVEMENTS
MADE IN A PRIVATE DOCUMENT
REPUBLIC OF THE PHILIPPINES)

CITY OF DAVAO) S.S.

I, FELLIX MEDALLA, Filipino, of legal age, married to Dionisia Pacatan, a resident of Tibongol, Panabo, Davao del Norte, Philippines, after first being sworn in accordance with law, do hereby depose and say:

That, I was the original occupant of a portion of the Matsucka Development Company, otherwise known as Lots Nos. 5230, with an area of 3,1903 has more or less now known as Lot No. 327 Psd-60302, 5229 with an area of 4,1221 has more or less now known as Lot No. 324 Psd-60302.

That, on or about January 12, 1952, I relinquished in a private document all my rights and improvements and interests over the said lots occupied by me due to my inability to continue the cultivation of the same to MRS. CONCEPCION PANAL ROJAS married to Eufracio Rojas, Sr., her heirs and assigns, who entered, occupied and cultivated the same up to the present;

That said relinquishment in a private document was done before the said lots has been awarded to me on July 7, 1952. That when I executed the sales on January 12, 1952, I was no longer in actual possession and occupation nor enjoyed the fruits of the improvements of the said lots. The said entry of Mrs. Concepcion Rojas to the lots above mentioned, entitled her to priorities to purchase the said parcels of land in accordance with the provisions of Republic Act 477, as amended by Republic Act Nos. 3348, 4233 and 4370 governing the disposition and administration of the same.

This affidavit is being executed in order to confirm the said relinquishment of rights and improvements over and on said portions occupied by me in the Matsucka Development Company, in a private document in favor of said Mrs. Concepcion Rojas, and that I hereby authorize the offices concerned, particularly the Bureau of Lands, Manila to cancel my claims, and to issue a title of the said Lots Nos. 324 and 327; Psd-60302, Tagum Cadastral, in favor of Concepcion Panal Rojas, married to Eufracio Rojas, who is residing in 137-A Bolton Street, Davao City.

IN WITNESS WHEREOF, I have hereunto signed my name this 31st day of August, 1968, Davao City, Philippines.

(SGD.) FELIX MEDALLA

Affiant

SUBSCRIBED AND SWORN to before me this 3rd day of March, 1969, affiant exhibited to me his Residence Certificate No. A-651845, issued on January 25, 1968, Panabo, Davao del Norte.

(SGD.) REMIGIO E. AMORILLO

Notary Public

Until December 31, 1969

Doc. No. 495;

Page No. 100;

Book No. III;

Series of 1969." (Exh. A, Annex D, Petition)

The parties likewise stipulated that real property taxes on the disputed lots were paid by Petitioners Rojas and that said properties are covered by Tax Declarations Nos. 563 and 564, both in the name of Petitioner Concepcion Rojas (Stipulation of Facts, par. 9).

The records show that on 1 March 1954, NAFCO executed a Deed of Sale covering the disputed lots in favor of Respondent Felix Medalla (Exh. 2). The duplicate copy of said deed including the pertinent documents in connection therewith are admittedly in the possession of Petitioners Rojas (*ibid.*, par. 7).

Also stipulated upon was that Respondents Medalla's claim over the disputed lots was protested by Petitioners Rojas before the Board of Liquidators but which protest was dismissed on 14 December 1981, subject to the reconsideration filed (*ibid.*, par. 10).

On 31 August 1981, Respondents Medalla filed suit against Petitioners Rojas before the Regional Trial Court of Davao, Branch 1, for Declaration of Nullity of Documents, Recovery of Possession, Accounting, Damages and Attorney's Fees. The principal relief sought was the recovery of the disputed lots, and the nullification of the Affidavit of Confirmation (Exh. A), *supra*.

On 16 March 1982, Original Certificates of Title Nos. OCT P-17370 and P-17371 were issued in favor of Respondents Medalla covering the two lots.

Respondents-plaintiffs then amended their Complaint to allege that they were owners of the disputed lots in fee simple. Thereafter, they took possession "forcibly" according to Petitioners Rojas.

Thus it was that in the same action, Petitioners-defendants Rojas prayed for the appointment of a receiver, contending that Respondents-plaintiffs Medalla had taken the law into their own hands by entering the properties, appropriating the fruits therefrom and even subdividing the same and selling to third persons. Although receivership was denied by the Trial Court, it was favorably acted on upon elevation to the Appellate Court.

On 26 October 1982, the Trial Court ruled in favor of Respondents Medalla, declaring them as the lawful owners and possessors of the disputed lots, predicated on the grounds that (1) the private instrument executed sometime between 1951 and 1954 by Respondent Felix Medalla was a mere mortgage, not an instrument of relinquishment of rights; and (2) that the Affidavit of Confirmation (Exh. A) purportedly executed by Respondent Felix Medalla in favor of Petitioner Concepcion Rojas on 31 August 1968 was a forgery and, therefore, void and inexistent. In addition, Petitioners Rojas were ordered to pay Respondents Medalla the sum of P14,400.00 representing the fruits of the property which the former had "unlawfully appropriated for themselves;" P300.00 for every day of hearing, or P1,800.00 for six days, and moral damages of P5,000.00.

On appeal, respondent Court agreed with the Trial Court's conclusions adding that even conceding that the private document was, indeed, a relinquishment of rights and improvements, it is null and void *ab initio* for being contrary to the law then applicable, that is, Section 8 of Republic Act No. 477, *infra*, so that, there was nothing to confirm in Exhibit "A".

Hence, this Petition for Review, to which we gave due course, with memoranda required from the parties, the last of which was submitted on 5 September 1990.

Parenthetically, this is another instance where the resolution of the case has been considerably delayed in view of the failure of Respondents Medalla's counsel to file the Comment required by the Court thereby prompting us to impose a fine on him and to order his arrest. Petitioners Rojas also felt compelled to file Motions for early resolution due to their "twilight years," one of them being an octogenarian (pp. 128 and 191, Rollo), by reason of such inaction of counsel, which they attributed to "dilatatory tactics." A strong reminder is thus once again given that the speedy disposition of cases has to be a cooperative effort between Bench and Bar.

The basic issues for resolution are whether or not the transaction between the parties was one of mortgage as contended by Respondents Medalla, or one of relinquishment of rights as claimed by Petitioners Rojas; and

whether or not the Affidavit of Confirmation, Exh. A, is a forgery. In any event, the effect on the transaction of Republic Act No. 377, as amended, will have to be determined.

Pursuant to Article 1602 of the Civil Code, a contract is presumed to be an equitable mortgage, in any of the following cases:

"(1) When the price of a sale with right to repurchase is unusually inadequate;

(2) When the vendor remains in possession as lessee or otherwise;

x x x

(5) When the vendor binds himself to pay the taxes on the thing sold;

(6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

x x x"

For the determination of the existence of the foregoing circumstances, there is need to probe into the real intention of the parties. Article 1371 of the Civil Code provides that in order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered. Although Respondents Medalla allege that the lots were merely mortgaged to Petitioners Rojas, a scrutiny of the parties' acts since the time of the transaction in question leads to a contrary conclusion.

In the Stipulation of Facts before the Trial Court, the parties themselves admitted that Petitioners Rojas had been in possession of the lots since between 1951 and 1954 when the transaction took place up to the time of the filing of the Complaint in 1982 (Rollo, pp. 29-30). If the contract between the parties were merely a mortgage, it is inconceivable that Respondents Medalla would have allowed Petitioners Rojas, as mortgagees, to be in possession of the premises for almost thirty years, during which period, such occupation remained undisturbed by Respondents Medalla. The fact that Respondents Medalla did not assert any act of ownership over the disputed lots, nor sought to recover their possession from Petitioners Rojas, nor offered to redeem the alleged mortgage for a considerable length of time, belies the allegation that no transfer of rights and interests was involved.

The parties also stipulated at the pre-trial that the real property taxes on the lots were paid by Petitioners Rojas and that the Tax Declarations covering the properties were in the name of Petitioner Concepcion Rojas (Exhs. 5, 6 and 7). Tax receipts, although not incontrovertible evidence of ownership, if accompanied by open, adverse and continuous possession in the concept of owners, constitute evidence of great weight in support of a claim of ownership (*Samson v. Court of Appeals*, G. R. No. L-40771, January 29, 1986, 141 SCRA 194; *Ramos v. Court of Appeals*, G. R. No. 52741, March 15, 1982, 112 SCRA 542).

Clearly, Petitioners Rojas had exercised acts of dominion over the lots beginning the period between 1951 and 1954 considering that they had been in possession of the same since then, declared the lots in their own name for tax purposes, and religiously paid the taxes thereon (Exhs. 9, 9-A to 9-K; and Exh. 11) (*Dacasin v. Court of Appeals*, G.R. No. L-32723, October 28, 1977, 80 SCRA 89). Petitioners Rojas have thus possessed the lots in the concept of owner. "A possessor in the concept of owner has in his favor the legal presumption that he possesses with a just title and he cannot be obliged to show or prove it" (Article 564, Civil Code).

The opinion of the Trial Court and of the Court of Appeals that the price of P600.00 was unusually inadequate compared to the market value of the land of P1,400.00 overlooked the fact that there were previous unpaid loans incurred by Respondents Medalla before the amount of P600.00 was paid.

What is more, it was Petitioners Rojas who had paid the installments due on the land to the Board of Liquidators, which succeeded NAFCO, and not Respondents Medalla. In fact, a Certification of the Board of Liquidators, Davao City, as of 31 January 1964, reveals that Respondent Felix Medalla "paid the 1st installment for both lots and is in arrears of nine yearly installments for each" (Exh. 18).

It is also significant that when Petitioners Rojas used the lots as additional collateral for a loan they secured from the Rural Bank of Davao, Respondent Felix Medalla signed the mortgage over the properties, being still the awardee of the lots, but admits that the proceeds of the loan all went to Petitioners Rojas and that he "did not use a single cent" (T.s.n., July 9, 1982, pp. 28-30).

Added circumstances proving relinquishment of rights and not a mortgage are that when the local government needed a permit from property owners where a municipal road was to be constructed. Petitioners Rojas were listed as the owners of the disputed lots (Exhs. 10 and 16). Also, when Pres. Decree No. 464 was issued requiring all property owners to file under oath their holdings, it was Petitioners Rojas who did so in 1977 (Exh. 14) and not Respondents Medalla (Exh. 15). Further, the duplicate copy of the Deed of Sale issued by NAFCO in Respondents Medalla's favor in 1954, and all pertinent documents in connection therewith, are in the possession of Petitioners Rojas (Stipulation of Facts, par. 7).

That the private document was, in fact, one for relinquishment of rights is confirmed by the Chief Deputy Assessor, Pedro Domingo, of the Provincial Treasurer's Office, who declared that on the basis of a private document, he cancelled the Tax Declaration in Respondent Felix's name and issued a new one to Petitioner Concepcion Rojas beginning with the year 1956 (Exh. 5). The opinion of both lower Courts that Exhibit 5 was prepared, not by the Deputy Assessor who merely approved the same, but by the Municipal Treasurer of Panabo and consequently cannot be relied upon, is not persuasive. The fact remains that the issuance of another Tax Declaration was done in the course of official duty. If there had been no such transfer, there would have been no basis for the cancellation of old, and the issuance of new, Tax Declarations.

But both the Trial Court and respondent Court opined that the "Affidavit of Confirmation" allegedly executed by Respondent Felix Medalla in 1968 was a forgery in that the signature of the latter in said document is different from his signatures in certain purchase invoices executed on various dates in 1982 (Exhs. B to E). Of note, however, is the fact Respondent Felix Medalla's signature in the "Affidavit" of 1968 (Exh. A-1) is identical to that in the Deed of Sale in 1954 in his favor (Exh. 2). These are the more credible documents relating as they do to the same subject matter.

Moreover, what has apparently been overlooked, is that a public document is herein dealt with, deserving of all credence, and that when the evidence as to the validity or nullity of a notarial document is conflicting, in the absence of a clear, strong and convincing evidence showing such falsity, the document should be upheld (*Jocson v. Estacion*, 61 Phil. 1055 (1935)). Respondent Felix Medalla's mere denial or the inference made by both the Trial Court and the Appellate Court that it is probable that a person other than he had appeared before the Notary Public cannot overcome the veracity of a public instrument, specially in the light of the testimony of the Notary Public himself that Respondent Felix Medalla and two companions had appeared before him. Stronger evidence as to exclude all reasonable controversy regarding the falsity of the certificate should be adduced to overcome its evidentiary value (*Robinson v. Villafuerte*, 18 Phil. 171 [1911]; *Chilianchin v. Coquinco*, 84 Phil. 714 [1949]; *Antonio v. Estrella*, G. R. No. 75319, December 1, 1987, 156 SCRA 68; *Carandang-Collantes v. Capuno*, G. R. No. 55373, July 25, 1983, 123 SCRA 652).

The transaction between the parties having been determined as actually one of relinquishment of rights, the next issue to resolve is whether there was a valid transfer of rights and interests over the disputed lots from

Respondents Medalla to Petitioners Rojas. Respondent Court held that assuming there was such a transfer, the same is null and void for being violative of Republic Act No. 477, Section 8, issued on June 9, 1950,[3] which prohibited alienations of lands acquired under said Act for a period of ten (10) years. Said provision reads:

"Except in favor of the Government or any of its branches, units, or institutions, land acquired under the provisions of this Act or any permanent improvements thereon shall not be subject to encumbrance or alienation from the date of the award of the land or the improvements thereon and for a term of ten years from and after the date of issuance of the certificate of title, nor shall they become liable to the satisfaction of any debt contracted prior to the expiration of such period.

"Any occupant or applicant of lands under this Act who transfers whatever rights he has acquired on said lands and/or on the improvements thereon before the date of the award or signature of the contract of sale, shall not be entitled to apply for another piece of agricultural land or urban, homesite or residential lot, as the case may be, from the National Abaca and Other Fibers Corporation; and such transfer shall be considered null and void."

However, while the foregoing was the prevailing law at the time the transaction was entered into between 1951 and 1954, it has since been amended by Pres. Decree No. 967, issued on July 24, 1976. As amended, it now reads:

"Sec. 8. Any provision of law, executive order, rules or regulations to the contrary notwithstanding, an applicant who has acquired land pursuant to the provisions of this Act and to whom a certificate of title has been issued covering such land may sell, cede, transfer, or convey his rights and interests therein, including the permanent improvements on the land, to any interested party."

The intent of the law to authorize and affirm the sale, cession, transfer, or conveyance of rights and interests in the land to any interested party may be further gathered from the last "Whereas" clause in the law reading:

"WHEREAS, Section 8 of the same Republic Act imposes certain restrictions on the lands acquired under the said Act, by providing that such lands or any permanent improvements thereon shall not be subject to encumbrance or alienation from the date of the award of the land or the improvements thereon, and for a period of ten (10) years from the date of the issuance of the certificate of title, which restrictions on the right to alienate or encumber the lands and permanent improvements acquired under the Act have worked to the disadvantage of the people who are intended to be benefited by the same law by depriving them of the full enjoyment and utilization of such property and are manifestly no longer justified by the present circumstances;

" x x x"

Thus it was that Section 8 underwent further amendment by Pres. Decree No. 1304, promulgated on 24 February 1978, more categorically providing as follows:

"Sec. 8. Any provision of law, executive order, rules or regulations to the contrary notwithstanding, an applicant who has acquired land pursuant to the provisions of this Act and to whom a certificate of title has been issued covering such land may sell, cede, transfer or convey his rights and interests therein, including the permanent improvements on the land, to any interested party; and all previous sales, transfers, conveyances and encumbrances regarding such land including the permanent improvements therein, made and consummated prior to July 24, 1976, are hereby confirmed, ratified and validated." (Emphasis ours).

It will be seen that because of the amendatory laws, alienations of lands acquired under Rep. Act No. 477 and consummated before 24 July 1976, while originally void, have been confirmed, ratified and validated. Respondents Medalla, having made a conveyance of rights and interests over the disputed lots sometime between 1951 and 1954, even prior to the formal award in their favor, their case falls under the aforementioned amendatory decrees. The transfer was legalized by those amendments.

The issuance of the certificates of title in favor of Respondents Medalla only on March 16, 1982 should not yield a contrary conclusion. They were issued after the case below had been filed and pending the final determination of the issue of ownership on the merits. Their issuance can by no means be considered as the final word on the matter.

Further, the delay in the issuance of the titles only in 1982 should not be made to work against Petitioners Rojas such as to reckon the period within which to dispose of the properties only from the said date. The award had already been made in favor of Respondents Medalla as far back as 1 March 1954 when they were issued a Deed of Sale. The Certificate of Title was to follow as a matter of course.

In justice and equity, Respondents Medalla cannot now be allowed to rely on a literal interpretation of the law and renege on the transfer of rights they had made, particularly considering that it was Petitioners Rojas who had paid the installments on the lots and specially recalling the contemporaneous and subsequent circumstances surrounding the transaction between the contending parties earlier expounded upon.

Also of telling effect in this controversy is the fact that Respondents Medalla had not asserted any dominical rights over the disputed lots during all the time that Petitioners Rojas were occupying them in the concept of owners. Their inaction over a period of almost thirty (30) years reflects on the credibility of their pretense that they had merely mortgaged the lots to petitioners and had not transferred their rights and interests over the same.

That the wife of Respondent Felix Medalla had not signed the instrument of relinquishment executed by the latter in 1951 or 1954 nor the "Affidavit Confirming the Relinquishment of Rights ..." executed by him on 31 August 1968 does not make the transaction ipso facto void. Article 166 of the Civil Code, which prohibits alienation or encumbrance of real property by the husband without the wife's consent, reads:

"Art. 166. Unless the wife has been declared a non compos mentis or a spendthrift, or is under civil interdiction or is confined in a leprosarium, the husband can not alienate or encumber any real property of the conjugal partnership without the wife's consent. If she refuses unreasonably to give her consent, the court may compel her to grant the same.

"This article shall not apply to property acquired by the conjugal partnership before the effective date of this Code."

The foregoing provision should be read together with Article 173 of the same Code providing that the wife may, during marriage, and within ten (10) years from the transaction questioned, ask the Courts for annulment of any contract of the husband entered into without her consent, when such consent is required.

In other words, the lack of consent on the part of the wife will not make the alienation or encumbrance of real property of the conjugal property by the husband void. It is merely voidable (Reyes, et al., v. de Leon, 126 Phil. 710 [1967]). In this case, the records do not indicate that the wife brought any action to annul the transfer made by the husband within ten (10) years, reckoned either from 1951 or 1954, when a private document was executed by private respondent, Felix Medalla, in favor of Petitioners Rojas, or from 1968, when the "Affidavit Confirming Relinquishment of Rights ..." was executed by Respondent Felix Medalla. Thus, even if the wife did not sign the "Affidavit," as the husband, Respondent Felix, alleges, neither has the wife availed of her remedy under Article 173. The husband himself can not repudiate his own acts.

In sum, on legal and equitable considerations, Petitioners Rojas' claim over the disputed lots should be upheld.

WHEREFORE, the instant Petition is granted and the Decision of respondent Court of Appeals in AC-G. R. CV No. 00536 is hereby SET ASIDE. Respondents Felix E. Medalla and Dionisia Pacatan Medalla shall, upon the finality of this Decision, execute a deed of reconveyance of Lots Nos. 327 and 324, both of Psd-60302, containing

areas of 3.1402 and 2.1451 hectares, respectively, in favor of Petitioners, the spouses Eufracio Rojas and Concepcion Rojas, failing which, the Clerk of Court of the Regional Trial Court, shall execute the corresponding deed of reconveyance. Thereafter, the Register of Deeds shall cancel OCT Nos. P-17370 and P-17371 covering the disputed lots, and issue new titles in the names of Eufracio Rojas and Concepcion Rojas.

Costs against private respondents, the spouses Felix E. Medalla and Dionisia Pacatan Medalla.

SO ORDERED.

Paras, Sarmiento, and Regalado, JJ., concur.

Padilla, J., no part; related to petitioner's counsel.

[1] Penned by Justice Floreliana Castro-Bartolome and concurred in by Justices Mariano A. Zosa and Bienvenido C. Ejercito, with Justice Jorge C. Coquia, dissenting.

[2] Judge Alejandro C. Silapan, presiding.

[3] An Act To Provide For The Administration And Disposition Of Properties, Including The Proceeds And Income Thereof Transferred To The Republic Of The Philippines, Under The Philippine Property Act Of 1946 And Of Republic Act No. Eight, And Of The Public Lands And Improvements Thereon Transferred To The National Abaca and Other Fibers Corporation Under the Provisions of Executive Order No. 29 Dated October 25, 1946 And Of Executive Order No. 99 Dated October 22, 1947.

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