

GREGORIO FAVOR, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, PRUDENCIO FAVOR HEIRS: EUFEMIO FAVOR AND AGUSTIN FAVOR, RESPONDENTS.

G.R. No. 80821, February 21, 1991

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-80821/>

CRUZ, J.:

It is sad when brother is pitted against brother in a bitter controversy over property left them by a common forebear. The ancestor must be turning in his grave to see that the bonds of blood that used to unite his children have turns into a rope of sand.

The deceased father in this case was Regino Favor, who left three sons and several parcels of land in his name. Before the property could be divided among the three brothers, one of them died with neither wife nor children. Only the surviving brothers, Gregorio and Prudencio (or Florencio), are involved in this litigation.

The dispute arose in 1972 when Gregorio filed a complaint in the Court of First Instance of Negros Oriental against his older brother Prudencio for partition of the following properties they had inherited from their father:

(a) A parcel of land, Lot No. 5288 of -Dumaguete Cadastre, situated at Barrio Cantil-i, covered by O.C.T. No. 3266-A of the land records of Dumaguete City, with Tax Declaration No. 8-11, and assessed at P250.00; (Exh. B)

(b) A parcel of land, Lot No 5272 of Dumaguete Cadastre, situated at Barrio Cantil-i, covered by O.C.T. No. 598 of the land records of Dumaguete City, with Tax Declaration No. 8-12, and assessed at P1,270.00;

(c) A parcel of land, Lot No. 4114 of Bacong Cadastre, situated at Barrio Balayag-Manok, covered by O.C.T. No. G.V. 7291 of the land records of Negros Oriental, with Tax Declaration No. 1857, and assessed at P200.00;

(d) A parcel of land, situated at Barrio Bongbong, Valencia, Negros Oriental, covered by Tax Declaration No. 8851 and assessed at P30.00 with the following boundaries:

N - Leon W. 40.00 meters ;
E - Eusebio Favor..... 30.00 “ ;
S - Procopio Abong 40.00 “ ;
W - “ “ 30.00 “ ;

containing an area of 1,200 square meters, more or less; and

(e) A parcel of land, situated at Barrio Bong-ao, Valencia, Negros Oriental, covered by Tax Declaration No. 3639 and assessed at P110.00 square meters, more or less.

Florencio's reaction was to move to dismiss the complaint for lack of a cause of action. He contended that the properties mentioned in the complaint had already been partitioned under a Compromise Agreement concluded

between. Gregorio and him on October 4, 1948, and acknowledged before the justice of the peace of Luzuriaga, Negros Oriental.

The Compromise Agreement was reproduced in the motion as follows:

That, whereas, we are the true and absolute owners of certain parcels of land situated in the Municipalities of Bacong, Luzuriaga and Dumaguete, Negros Oriental, which parcels of land we have inherited from our deceased father, Regino Favor;

That, whereas, we have voluntarily agreed to divide the aforesaid real property between ourselves with terms and conditions more specifically stated hereunder;

Now, therefore, for and in consideration of the above premises, we have covenanted and agreed, and by these presents do hereby covenant and agree:

First, that the parcel of land situated in the Municipality of Bacong, Negros Oriental, which had been subsequently divided and surveyed shall remain our property in accordance with the Cadastral Survey of Bacong Negros Oriental;

Second - That Prudencio Favor shall become the exclusive owner of that parcel of land situated on the boundary between Dumaguete and Luzuriaga, and which parcel of land is covered by a Free Patent under Original Certificate of Title Numbered 19443 in the Office of the Register of Deeds in and for the Province of Negros Oriental, and also of that certain parcel of land situated in Barrio Bong-Bong, Municipality of Luzuriaga, Negros Oriental. x x x

Third - That Gregorio Favor shall become the exclusive owner of that certain parcel of land situated in Barrio Cantil-i, Dumaguete City, Negros Oriental, under a certificate of Torrens Title in the name of our deceased brother, Hilario Favor; and

Fourth - That upon the signing of this agreement, Prudencio Favor shall pay to Gregorio Favor the sum of One Hundred Fifty Pesos (P150.00) Philippine Currency.

The motion to dismiss was denied, and Prudencio reiterated the same defense in his answer. Gregorio filed an amended complaint in which he prayed, in addition to the partition, for the invalidation of the Compromise Agreement on the ground of fraud and mistake.

At the trial, Gregorio testified that the greater portion of his father's properties were in the possession of Prudencio, who was occupying 16,794 square meters as against the 3,789 square meters left to him. He also assailed the Compromise Agreement, claiming that he had signed it under mistaken impression that it was mortgage receipt for P150.00 and not a partition. He alleged that he could not read or speak English and that he was defrauded into signing the document by the defendant.

For his part, Prudencio narrated under oath that after the death of their father and later of their brother Hilario, he and Gregorio verbally partitioned their inheritance, but in 1948 Gregorio asked for a new partition. He refused. Gregorio then filed a complaint against him which was, however, withdrawn after they signed the Compromise Agreement. He insisted that the agreement was a valid and binding document that justified the dismissal of the new complaint.

(On November 20, 1983, while the case was pending, Prudencio died and was substituted by his legal heirs, Eufemio and Agustin Favor, the herein private respondents.)

On January 6, 1984, Judge Pedro Gabaton of the Regional Trial Court of Dumaguete, rendered judgment declaring the Compromise Agreement null and void, ordering partition of the disputed properties, and awarding

the plaintiff damages and attorney's fees. On appeal, this decision was reversed by the Court of Appeals,[1] which held the Compromise Agreement to be valid and binding and ordered the dismissal of the complaint.

In this petition for review on certiorari under Rule 45 of the Rules of Court, the respondent court is faulted for upholding the Compromise Agreement and not applying the pertinent provisions of the Civil Code sustaining the right of the petitioner as co-owner to the partition of the properties in dispute.

(Gregorio died on April 14, 1988, and is hereby substituted as petitioners herein by his wife, Melodia, and their children, Jesus, Calixto, Fernando, Leonardo, Cirilo, Gregorio, and Lope.)

We must observe at the outset that although denominated a Compromise Agreement, the document in question is deemed a deed of partition under Article 1082 of the Civil Code, which categorically provides as follows:

Every act which is intended to put an end to indivision among co-heirs and legatees or devisees is deemed to be a partition, although it should purport to be a sale, an exchange, a compromise, or any other transaction.

As for its validity, we agree with the respondent court that the Compromise Agreement must be upheld, the challenge to it not having been substantiated. A public instrument enjoys the presumption of validity that has not been overcome by the petitioner in this case with the full, clear and convincing evidence we have consistently required in similar cases.[2] The document appears to have been duly notarized, and by the then justice of the peace, and ex officio notary public, of the town where it was executed. Although it was written in English - and precisely because of this - we can suppose that its contents were sufficiently explained to the parties thereto, who both claimed to be illiterate. That claim is believable in Prudencio, who declared he was a farmer and merely affixed his thumbmark to the document, but it is not as credible with respect to Gregorio, who actually signed the agreement.

Gregorio was in fact a businessman and even ran for the position of barangay captain,[3] for which the ability to read and write is prescribed as an indispensable qualification. It is worth noting that he also signed his complaint of February 15, 1972, and its verification as well,[4] but in the petition he filed with this Court - after the respondent court had found that he was literate - he merely affixed his thumbmark to the verification. If his purpose was to convince us that he really could not write, he has not succeeded.

To prove defect or lack of consent, the evidence must also be strong and not merely preponderant.[5] Gregorio's claim that he was tricked by his brother into signing the Compromise Agreement, which he believed was only a mortgage receipt, is not convincing enough for us. If any one was more likely to be deceived, it was not Gregorio but the farmer Prudencio, who was less experienced than his brother in business matters and court litigations. It was Gregorio and not Prudencio who filed the first complaint that led to the execution of the Compromise Agreement and also the second complaint which is the subject of the present petition.

But while upholding the Compromise Agreement, we must also find that the complaint for partition should not have been entirely dismissed by the respondent court. The reason is that there are still certain properties of Regino Favor that have not been distributed between the brothers, as a close examination of the Compromise Agreement will reveal. Thus:

1. The first parcel of land mentioned in the complaint, Lot 5288, covered by O.C.T. 3266-A, is the same lot mentioned in the third provision of the Compromise Agreement "that certain parcel of land situated at Barrio Cantil-i, Dumaguete, Negros Oriental under certificate of title in the name of our deceased brother Hilario Favor..." and is adjudicated to Gregorio Favor.
2. The second parcel of land mentioned in the complaint, Lot 5272, covered by O.C.T. 598 in the name of Prudencio Favor, is the first lot mentioned in the second provision of the Compromise Agreement "that parcel

of land situated on the boundary between Dumaguete and Luzuriaga and which parcel of land is covered by a Free Patent under original certificate of title 19443 in the Office of the Register of Deeds in and for the province of Negros Oriental. . .” and is adjudicated to Prudencio Favor.

3. The third parcel of land mentioned in the complaint, Lot 4114, covered by O.C.T. O.V. 7291, is the same lot mentioned in the first provision of the Compromise Agreement, “the parcel of land situated in the municipality of Bacong, Negros Oriental, which had been subsequently divided and surveyed shall remain our property . . .”

4. The fourth parcel of land mentioned in the complaint, the at Barrio Bongbong, Valencia, Negros Oriental, is the same lot mentioned in the second provision of the Compromise Agreement as “that certain parcel of land situated at Barrio Bongbong, Luzuriaga (now Valencia), Negros Oriental” is adjudicated to Prudencio Favor.

5. The fifth parcel of land mentioned in the complaint, the lot at Barrio Bong-ao, Valencia, Negros Oriental is not mentioned in the Compromise Agreement.

There still remain two parcels of land that have not yet been partitioned, to wit, Lot 4114, which by agreement of the brothers “shall remain our property,” and the lot at Barrio Bong-ao, which was not included in the Compromise Agreement, as found by both the trial and the respondent courts. Partition of these lots is mandatory under Article 494 of the Civil Code, which provides as follows:

No co-owner shall be obliged to remain in the co-ownership. Each co-owner may demand at any time the partition of the thing owned in common, insofar as his share is concerned.

Nevertheless, an agreement to keep the thing undivided for a certain period of time, not exceeding ten years, shall be valid. This term may be extended by a new agreement.

x x x

Article 1083 bolsters the above rule by declaring that:

Every co-heir has a right to demand the division of the estate unless the testator should have expressly forbidden its partition, in which case the period of indivision shall not exceed twenty years as provided in Article 494. x x x

No such prohibition was made by Regino Favor, who died intestate. And as the Compromise Agreement was entered into in 1948, the provision therein for the co-ownership of Lot 4114 is deemed to have expired in 1958, no extension thereof having been established. Hence, these two lots must now be the subject of a separate partition conformably to the prayer in the complaint.

We affirm the decision of the respondent court insofar as it upholds the Compromise Agreement partitioning three of the parcels of land mentioned therein. We must modify it, however, insofar as it dismisses the complaint with regard to the other properties inherited from Regino Favor which have not been partitioned so far.

WHEREFORE, Civil Case No. 5391 is remanded to the Regional Trial Court of Negros Oriental, Branch 41, for the partition, in accordance with Rule 69 of the Rules of Court, of the parcels of land mentioned in Paragraph 2, sub-paragraphs (c) and (e) of the complaint. The rest of the challenged decision is AFFIRMED, with costs to be shared by the petitioner and the private respondents.

SO ORDERED.

Narvasa, (Chairman), Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] Penned by Ejercito, J., with Chua and Lapeña, JJ., concurring.

[2] Antonio v. Estrella, 156 SCRA 68.

[3] TSN, August 13, 1975, pp. 5-6.

[4] Rollo, p. 28.

[5] Centenera v. Palicio, 29 Phil. 470.

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.