

SPOUSES JAIME AND TEODORA VILLANUEVA, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS AND CATALINA I. SANCHEZ, RESPONDENTS.

G.R. No. 84464. June 21, 1991

Ponente: CRUZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-84464/>

CRUZ, J.:

The Regional Trial Court of Cavite dismissed a complaint for the annulment of a deed of sale, holding that it was not spurious. It was reversed by the Court of Appeals, which found that the vendor's signature on the questioned document had indeed been forged. The petitioners are now before us and urge that the decision of the trial court be reinstated.

In her complaint below, herein private respondent Catalina Sanchez, claiming to be the widow of Roberto Sanchez, averred that her husband was the owner of a 275 sq. meter parcel of land located at Rosario, Cavite, which was registered without her knowledge in the name of the herein petitioners on the strength of an alleged deed of sale executed in their favor by her late husband on February 7, 1968. Invoking the report of a handwriting expert from the Philippine Constabulary Criminal Investigation Service, who found that the signature on the document was written by another person, she prayed that the deed of sale be annulled, that the registration of the lot in the name of the petitioners be canceled, and that the lot be reconveyed to her.[1]

In their answer, the petitioners questioned the personality of the private respondent to file the complaint, contending that the late Roberto Sanchez was never married but had a common-law wife by whom he had two children. On the merits, they claimed that Roberto Sanchez had deeded over the lot to them in 1968 for the sum of P500.00 in partial settlement of a judgment they had obtained against him. They had sued him after he had failed to pay a P1,300.00 loan they had secured for him and which they had been forced to settle themselves to prevent foreclosure of the mortgage on their property.[2]

On the petitioner's motion, the trial court required the examination of the deed of sale by the National Bureau of Investigation to determine if it was a forgery. Trial proceeded in due time, with the presentation by the parties of their testimonial and documentary evidence. On June 25, 1986, Judge Alejandro C. Silapan rendered judgment in favor of the petitioners.

In his decision,[3] the trial judge rejected the testimony of the handwriting experts from the PC and the NBI, who had both testified that the standard signature of the late Roberto Sanchez and the one written on the alleged deed of sale "were written by two different people." He cited *Go Fay v. Bank of the Philippine Islands*,[4] in support of his action. Explaining the supposed differences between the signatures, he said that Roberto Sanchez was "under serious emotional stress and intensely angry" when he reluctantly signed the document after he had lost the case to them, "with the added fact that they only wanted to accept his lot for P500.00 and not for the settlement of the entire obligation of P1,300.00." At that, he said there were really no fundamental differences between the signatures compared. Moreover, the signatures examined were from 1970 to 1982 and did not include those

written by Roberto Sanchez in 1968.

The decision also noted that Roberto Sanchez did not take any step to annul the deed of sale although he had knowledge thereof as early as 1968. He thus allowed his action to prescribe under Article 1431 of the Civil Code. As for the contract of a marriage submitted by the private respondent, this should also be rejected because although the document was dated September 21, 1964, the Torrens certificate issued to Roberto Sanchez over the subject land on August 25, 1965, described his civil status as "single." It was also doubtful if she could bring the action for reconveyance alone, even assuming she was the surviving spouse of Roberto Sanchez, considering that he left illegitimate children and collateral relatives who were also entitled to share in his estate.

As earlier stated, the decision was reversed by the Court of Appeals,[5] which held that the trial court did err, as contended by the appellant, in holding that the deed of sale was not spurious; that the action to annul it had already prescribed; that Catalina Sanchez was not the widow of Roberto Sanchez; and that she had no capacity to institute the complaint.

Before us now, the petitioners fault the respondent court for: a) upholding the testimony of the expert witnesses against the findings of fact of the trial court; b) annulling the deed of sale; c) declaring that the action to annul the deed of sale had not yet prescribed; d) not declaring the private respondent guilty of estoppel; and e) not sustaining the decision of the trial court.

We see no reason to disturb the judgment of the Court of Appeals. It is consonant with the evidence of record and the applicable law and jurisprudence.

The Court notes at the outset that Catalina Sanchez has proved her status as the widow of Roberto Sanchez with her submission of the marriage contract denominated as Exhibit "A." [6] That evidence rendered unnecessary the presumption that "a man and a woman deporting themselves as husband and wife have entered into a lawful contract of marriage" and may also explain why Roberto Sanchez could not marry the woman by whom he supposedly had two illegitimate children, assuming these persons did exist. It is strange that the trial court should reject Exhibit "A" in favor of the Transfer Certificate of Title describing Roberto Sanchez as "single," [7] disregarding the elementary principle that the best documentary evidence of a marriage is the marriage contract itself. A Torrens certificate is the best evidence of ownership of registered land, not of the civil status of the owner.

As the surviving spouse of Roberto Sanchez, the private respondent could validly file the complaint for the recovery of her late husband's property, without prejudice to the successional rights of his other heirs. Parenthetically, (and curiously), although the supposed common-law wife and her illegitimate children were never presented at the trial, their existence was readily accepted by the trial court on the basis alone of the petitioner's unsupported statements.

Coming now to the questioned signature, we find it significant that the examination by the NBI was requested by the petitioners themselves but in the end it was the private respondent who presented the NBI handwriting expert as her own witness. [8] The explanation is obvious. The petitioners hoped to refute the findings of the PC handwriting expert with the findings of the NBI handwriting expert, but as it turned out the findings of the two witnesses coincided. Both PC Examiner Corazon Salvador and NBI Examiner Zenaida J. Torres expressed the informed view that the signature on the deed of sale was not written by Roberto Sanchez. [9]

They did not conjure this conclusion out of thin air but supported it with knowledgeable testimony extensively given on direct and cross-examination on the various characteristics and differences of the signatures they had examined and compared. [10] The trial judge said the testimony of PC Examiner Salvador was not reliable

because her examination of the document was "done under circumstance not so trustworthy before the action was instituted." But he did not consider the fact that her findings were corroborated by NBI Examiner Torres, who conducted her own examination at the instance of the petitioners themselves and after the action was instituted. It is worth noting that the competence of the two expert witnesses was never assailed by the petitioners nor was it questioned by the trial judge. The petitioners also did not present their own handwriting expert to refute the findings of the government handwriting experts.

The Court has itself examined the signatures of Roberto Sanchez in the several instruments among the records of this case, including those dating back to before 1968^[11] and is inclined to accept the findings of the handwriting experts. The case invoked by the petitioners is not applicable because the differences in the signatures compared in the case at bar were, as the trial judge found, caused not by time but by the tension gripping Roberto Sanchez when he signed the deed of sale.

Incidentally, the petitioners have not sufficiently established the reason for such tension, which appears to be a mere conjecture of the trial judge. No proof was submitted about their filing of the complaint against Roberto Sanchez. Petitioner Jaime Villanueva himself admitted under oath that he did not read the decision in the case nor did he ask his lawyer how much had been awarded against the defendant.^[12] Nobody testified about Roberto's state of mind when he allegedly signed the document, and in Manila at that although the persons were residing in Cavite. Even the witnesses to the Bilihan were not presented nor was any explanation for their absence offered.

The explanation given by the petitioners for their delay in registering the deed of sale is not convincing. That delay lasted for all of thirteen years. The petitioners suggest they are simple peasants and did not appreciate the need for the immediate transfer of the property in their name. They also say that they forgot. The evidence shows, however, that they understood the need for registering their property for purposes of using it as collateral in case they wanted to borrow money. It would appear that they thought of simulating the sale registering the subject lot when their own lands were insufficient to secure a P100,000.00 loan their daughter wanted to borrow.

Concerning the question of prescription, we find that the applicable rule is not Article 1391 of the Civil Code but Article 1410. Article 1391 provides that the action for annulment of a contract prescribes in four years in cases where the vice consists of intimidation, violence, undue influence, mistake, fraud or lack capacity. The deed of sale in question does not suffer from any of these defects. The supposed vendee's signature having been proved to be a forgery, the instrument is totally void or inexistent as "absolutely simulated or fictitious" under Article 1409 of the Civil Code. According to Article 1410, "the action or defense for the declaration of the inexistence of a contract does not prescribe."

Finally, petitioners invoke Article 1431 of the Civil Code and contend that the respondent court erred in not declaring the private respondent and her late husband estopped from questioning the deed of sale until after fourteen years from its execution. The inference that Roberto Sanchez and the private respondent knew about the instrument from that date has not been proved by the evidence of record. Moreover, we fail to see the applicability of Article 1431, which provides that "through estoppel an admission or representation is rendered conclusive upon the person making it and cannot be denied or disproved as against the person relying thereon." Neither the private respondent nor her late husband has made any admission or representation to the petitioners regarding the subject land that they are supposed to have relied upon.

Our own finding is that the petitioners have not proved the validity and authenticity of the deed of sale or even the circumstances that supposedly led to its execution by the late Roberto Sanchez. On the contrary, we are convinced from the testimonies of the handwriting experts that his signature had been forged on the questioned document and that he had not conveyed the subject land to the petitioners. The deed of sale being a forgery, it was totally

void or inexistent and so could be challenged at any time, the action for its nullification being imprescriptible. The private respondent, as the widow of Roberto Sanchez, has the capacity to sue for the recovery of the land in question and is not estopped from doing so.

WHEREFORE, the petition is DENIED and the challenged decision is AFFIRMED, with costs against the petitioners.

SO ORDERED.

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

[1] Rollo, pp. 23-26.

[2] Ibid., pp. 32-35.

[3] Id., pp. 36-43.

[4] 46 Phil. 968.

[5] Aldecoa, Jr., J. ponente; Tensuan and Victor, JJ., concurring.

[6] Exhibits for the Plaintiff, p. 1.

[7] Ibid., Exhibit B, p. 2.

[8] TSN, February 17, 1986, pp. 24-25.

[9] TSN, February 25, 1985, pp. 32-33; TSN, February 17, 1986, p. 50.

[10] TSN, February 25, 1985, pp. 33-39; TSN, February 17, 1986, pp. 39-50; TSN, April 30, 1986, pp. 21-30.

[11] Exhibit "A," Exhibits for the Plaintiff, p. 1; Exhibit 7, Exhibits for the Defendants, p. 167.

[12] TSN, May 30, 1985, p. 43.

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.