

HEIRS OF CECILIO (ALSO KNOWN AS BASILIO) CLAUDEL, NAMELY, MODESTA CLAUDEL, LORETA HERRERA, JOSE CLAUDEL, BENJAMIN CLAUDEL, PACITA CLAUDEL, CARMELITA CLAUDEL, MARIO CLAUDEL, ROBE...

G.R. No. 85240. July 12, 1991

Ponente: SARMIENTO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-85240/>

SARMIENTO, J.:

This petition for review on certiorari seeks the reversal of the decision rendered by the Court of Appeals in CA-G.R. CV No. 04429[1] and the reinstatement of the decision of the then Court of First Instance (CFI) of Rizal, Branch CXI, in Civil Case No. M-5276-P, entitled, "Heirs of Macario Claudel, et al. v. Heirs of Cecilio Claudel, et al.," which dismissed the complaint of the private respondents against the petitioners for cancellation of titles and reconveyance with damages.[2]

As early as December 28, 1922, Basilio, also known as "Cecilio" Claudel, acquired from the Bureau of Lands, Lot No. 1230 of the Muntinlupa Estate Subdivision, located in the poblacion of Muntinlupa, Rizal, with an area of 10,107 square meters; he secured Transfer Certificate of Title (TCT) No. 7471 issued by the Registry of Deeds for the Province of Rizal in 1923; he also declared the lot in his name, the latest Tax Declaration being No. 5795. He dutifully paid the real estate taxes thereon until his death in 1937.[3] Thereafter, his widow "Basilio" and later, her son Jose, one of the herein petitioners, paid the taxes.

The same piece of land purchased by Cecilio would, however, become the subject of protracted litigation thirty-nine years after his death.

Two branches of Cecilio's family contested the ownership over the land--on one hand the children of Cecilio, namely, Modesta, Loreta, Jose, Benjamin, Pacita, Carmelita, Roberto, Mario, Leonardo, Nenita, Arsenia Villalon, and Felisa Claudel, and their children and descendants, now the herein petitioners (hereinafter referred to as HEIRS OF CECILIO), and on the other, the brother and sisters of Cecilio, namely, Macario, Esperidiona, Raymunda, and Celestina and their children and descendants, now the herein private respondents (hereinafter referred to as SIBLINGS OF CECILIO).

In 1972, the HEIRS OF CECILIO partitioned this lot among themselves and obtained the corresponding Transfer Certificates of Titles on their shares, as follows:

TCT No. 395391 1,997 sq. m. - Jose Claudel

TCT No. 395392 1,997 sq. m. - Modesta Claudel and children

TCT No. 395393 1,997 sq. m. - Arsenia C. Villalon

TCT No. 395394 1,997 sq. m. - Felisa Claudel[4]

Four years later, on December 7, 1976, private respondents SIBLINGS OF CECILIO, filed Civil Case No. 5276-P as already adverted to at the outset, with the then Court of First Instance of Rizal, a "Complaint for Cancellation of Titles and Reconveyance with Damages," alleging that 46 years earlier, or sometime in 1930, their parents had purchased from the late Cecilio Claudel several portions of Lot No. 1230 for the sum of P30.00. They admitted that the transaction was verbal. However, as proof of the sale, the SIBLINGS OF CECILIO presented a subdivision plan of the said land, dated March 25, 1930, indicating the portions allegedly sold to the SIBLINGS OF CECILIO.

As already mentioned, the then Court of First Instance of Rizal, Branch CXI, dismissed the complaint, disregarding the above sole evidence (subdivision plan) presented by the SIBLINGS OF CECILIO, thus:

Examining the pleadings as well as the evidence presented in this case by the parties, the Court can not but notice that the present complaint was filed in the name of the Heirs of Macario, Espiridiona, Raymunda and Celestina, all surnamed Claudel, without naming the different heirs particularly involved, and who wish to recover the lots from the defendants. The Court tried to find this out from the evidence presented by the plaintiffs but to no avail. On this point alone, the Court would not be able to apportion the property to the real party in interest if ever they are entitled to it as the persons indicated therein is in generic term (Section 2, Rule 3). The Court has noticed also that with the exception of plaintiff Lampitoc and (sic) the heirs of Raymunda Claudel are no longer residing in the property as they have (sic) left the same in 1967. But most important of all the plaintiffs failed to present any document evidencing the alleged sale of the property to their predecessors in interest by the father of the defendants. Considering that the subject matter of the supposed sale is a real property the absence of any document evidencing the sale would preclude the admission of oral testimony (Statute of Frauds). Moreover, considering also that the alleged sale took place in 1930, the action filed by the plaintiffs herein for the recovery of the same more than thirty years after the cause of action has accrued has already prescribed.

WHEREFORE, the Court renders judgment dismissing the complaint, without pronouncement as to costs.

SO ORDERED."[5]

On appeal, the following errors[6] were assigned by the SIBLINGS OF CECILIO:

1. THE TRIAL COURT ERRED IN DISMISSING PLAINTIFFS' COMPLAINT DESPITE CONCLUSIVE EVIDENCE SHOWING THE PORTION SOLD TO EACH OF PLAINTIFFS' PREDECESSORS.
2. THE TRIAL COURT ERRED IN HOLDING THAT PLAINTIFFS FAILED TO PROVE ANY DOCUMENT EVIDENCING THE ALLEGED SALE.
3. THE TRIAL COURT ERRED IN NOT GIVING CREDIT TO THE PLAN, EXHIBIT A, SHOWING THE PORTIONS SOLD TO EACH OF THE PLAINTIFFS' PREDECESSORS-IN-INTEREST.
4. THE TRIAL COURT ERRED IN NOT DECLARING PLAINTIFFS AS OWNERS OF THE PORTION COVERED BY THE PLAN, EXHIBIT A.
5. THE TRIAL COURT ERRED IN NOT DECLARING TRANSFER CERTIFICATES OF TITLE NOS. 395391, 395392, 395393 AND 395394 OF THE REGISTER OF DEEDS OF RIZAL AS NULL AND VOID.

The Court of Appeals reversed the decision of the trial court on the following grounds:

1. The failure to bring and prosecute the action in the name of the real party in interest, namely the parties themselves, was not a fatal omission since the court a quo could have adjudicated the lots to the SIBLINGS OF CECILIO, the parents of the herein respondents, leaving it to them to adjudicate the property among themselves.
2. The fact of residence in the disputed properties by the herein respondents had been made possible by the

toleration of the deceased Cecilio.

3. The Statute of Frauds applies only to executory contracts and not to consummated sales as in the case at bar where oral evidence may be admitted as cited in *Iñigo v. Estate of Magtoto*[7] and *Diana, et al. v. Macalibo*.[8]

In addition,

"x x x Given the nature of their relationship with one another it is not unusual that no document to evidence the sale was executed, x x x, in their blind faith in friends and relatives, in their lack of experience and foresight, and in their ignorance, men, in spite of laws, will make and continue to make verbal contracts. x x x"[9]

4. The defense of prescription cannot be set up against the herein petitioners despite the lapse of over forty years from the time of the alleged sale in 1930 up to the filing of the "Complaint for Cancellation of Titles and Reconveyance x x x" in 1976.

According to the Court of Appeals, the action was not for the recovery of possession of real property but for the cancellation of titles issued to the HEIRS OF CECILIO in 1973. Since the SIBLINGS OF CECILIO commenced their complaint for cancellation of titles and reconveyance with damages on December 7, 1976, only four years after the HEIRS OF CECILIO partitioned this lot among themselves and obtained the corresponding Transfer Certificates of Titles, then there is no prescription of action yet.

Thus the respondent court ordered the cancellation of the Transfer Certificates of Title Nos. 395391, 395392, 395393, and 395394 of the Register of Deeds of Rizal issued in the names of the HEIRS OF CECILIO and corollarily order-ed the execution of the following deeds of reconveyance:

To Celestina Claudel, Lot 1230-A with

an area of 705 sq.m.

To Raymunda Claudel, Lot 1230-B with an

area of 599 sq.m.

To Esperidiona Claudel, Lot 1230-C with

an area of 597 sq.m.

To Macario Claudel, Lot 1230-D, with

an area of 596 sq.m.[10]

The respondent court also enjoined that this disposi-tion is without prejudice to the private respondents, as heirs of their deceased parents, the SIBLINGS OF CECILIO, partitioning among themselves in accordance with law the respective portions sold to and herein adjudicated to their parents.

The rest of the land, lots 1230-E and 1230-F, with an area of 598 and 6,927 square meters, respectively, would go to Cecilio or his heirs, the herein petitioners. Beyond these apportionments, the HEIRS OF CECILIO would not receive anything else.

The crux of the entire litigation is whether or not the Court of Appeals committed a reversible error in disposing the question of the true ownership of the lots.

And the real issues are:

1. Whether or not a contract of sale of land may be proven orally;

2. Whether or not the prescriptive period for filing an action for cancellation of titles and reconveyance with damages (the action filed by the SIBLINGS OF CECILIO) should be counted from the alleged sale upon which they claim their ownership (1930) or from the date of the issuance of the titles sought to be cancelled in favor of the HEIRS OF CECILIO (1976).

The rule of thumb is that a sale of land, once consummated, is valid regardless of the form it may have been entered into.[11] For nowhere does law or jurisprudence prescribe that the contract of sale be put in writing before such contract can validly cede or transmit rights over a certain real property between the parties themselves.

However, in the event that a third party, as in this case, disputes the ownership of the property, the person against whom that claim is brought can not present any proof of such sale and hence has no means to enforce the contract. Thus the Statute of Frauds was precisely devised to protect the parties in a contract of sale of real property so that no such contract is enforceable unless certain requisites, for purposes of proof, are met.

The provisions of the Statute of Frauds pertinent to the present controversy, state:

Art. 1403 (Civil Code). The following contracts are unenforceable, unless they are ratified:

xxx xxx xxx

2) Those that do not comply with the Statute of Frauds as set forth in this number. In the following cases, an agreement hereafter made shall be unenforceable by action unless the same, or some note or memorandum thereof, be in writing, and subscribed by the party charged, or by his agent; evidence, therefore, of the agreement cannot be received without the writing, or a secondary evidence of its contents:

xxx xxx xxx

e) An agreement for the leasing for a longer period than one year, or for the sale of real property or of an interest therein;

xxx xxx xxx

(Emphasis supplied.)

The purpose of the Statute of Frauds is to prevent fraud and perjury in the enforcement of obligations depending for their evidence upon the unassisted memory of witnesses by requiring certain enumerated contracts and transactions to be evidenced in writing.[12]

The provisions of the Statute of Frauds originally appeared under the old Rules of Evidence. However when the Civil Code was rewritten in 1949 (to take effect in 1950), the provisions of the Statute of Frauds were taken out of the Rules of Evidence in order to be included under the title on Unenforceable Contracts in the Civil Code. The transfer was not only a matter of style but to show that the Statute of Frauds is also a substantive law.

Therefore, except under the conditions provided by the Statute of Frauds, the existence of the contract of sale made by Cecilio with his siblings[13] can not be proved.

On the second issue, the belated claim of the SIBLINGS OF CECILIO who filed a complaint in court only in 1976 to enforce a right acquired allegedly as early as 1930, is difficult to comprehend.

The Civil Code states:

Art. 1145. The following actions must be commenced within six years:

(1) Upon an oral contract x x x

(Emphasis ours).

If the parties SIBLINGS OF CECILIO had allegedly derived their right of action from the oral purchase made by their parents in 1930, then the action filed in 1976 would have clearly prescribed. More than six years had lapsed.

We do not agree with the parties SIBLINGS OF CECILIO when they reason that an implied trust in favor of the SIBLINGS OF CECILIO was established in 1972, when the HEIRS OF CECILIO executed a contract of partition over the said properties.

But as we had pointed out, the law recognizes the superiority of the torrens title.

Above all, the torrens title in the possession of the HEIRS OF CECILIO carries more weight as proof of ownership than the survey or subdivision plan of a parcel of land in the name of SIBLINGS OF CECILIO.

The Court has invariably upheld the indefeasibility of the torrens title. No possession by any person of any portion of the land could defeat the title of the registered owners thereof.[14]

A torrens title, once registered, cannot be defeated, even by adverse, open and notorious possession. A registered title under the torrens system cannot be defeated by prescription. The title, once registered, is notice to the world. All persons must take notice. No one can plead ignorance of the registration.[15]

xxx xxx xxx

Furthermore, a private individual may not bring an action for reversion or any action which would have the effect of cancelling a free patent and the corresponding certificate of title issued on the basis thereof, with the result that the land covered thereby will again form part of the public domain, as only the Solicitor General or the officer acting in his stead may do so.[16]

It is true that in some instances, the Court did away with the irrevocability of the torrens title, but the circumstances in the case at bar varied significantly from these cases.

In *Bornales v. IAC*, [17] the defense of indefeasibility of a certificate of title was disregarded when the transferee who took it had notice of the flaws in the transferor's title. No right passed to a transferee from a vendor who did not have any in the first place.

The transferees bought the land registered under the torrens system from vendors who procured title thereto by means of fraud. With this knowledge, they can not invoke the indefeasibility of a certificate of title against the private respondent to the extent of her interest. This is because the torrens system of land registration, though indefeasible, should not be used as a means to perpetrate fraud against the rightful owner of real property.

Mere registration of the sale is not good enough, good faith must concur with registration. Otherwise registration becomes an exercise in futility.[18]

In *Amerol v. Bagumbaran*, [19] we reversed the decision of the trial court. In this case, the title was wrongfully registered in another person's name. An implied trust was therefore created. This trustee was compelled by law to reconvey property fraudulently acquired notwithstanding the irrevocability of the torrens title.[20]

In the present case, however, the facts belie the claim of ownership.

For several years, when the SIBLINGS OF CECILIO, namely, Macario, Esperidiona, Raymunda, and Celestina were living on the contested premises, they regularly paid a sum of money, designated as "taxes" at first, to the widow of Cecilio, and later, to his heirs.[21] Why their payments were never directly made to the Municipal Government of Muntinlupa when they were intended as payments for "taxes" is difficult to square with their claim of ownership. We are rather inclined to consider this fact as an admission of non-ownership. And when we consider also that the petitioners HEIRS OF CECILIO had individually paid to the municipal treasury the taxes

corresponding to the particular portions they were occupying,[22] we can readily see the superiority of the petitioners' position.

Renato Solema and Decimina Calvez, two of the respondents who derive their right from the SIBLINGS OF CLAUDEL, bought a portion of the lot from Felisa Claudel, one of the HEIRS OF CLAUDEL.[23] The Calvezes should not be paying for a lot that they already owned and if they did not acknowledge Felisa as its owner.

In addition, before any of the SIBLINGS OF CECILIO could stay on any of the portions of the property, they had to ask first the permission of Jose Claudel again, one of the HEIRS OF CECILIO.[24] In fact the only reason why any of the heirs of SIBLINGS OF CECILIO could stay on the lot was because they were allowed to do so by the HEIRS OF CECILIO.[25]

In view of the foregoing, we find that the appellate court committed a reversible error in denigrating the transfer certificates of title of the petitioners to the survey or subdivision plan proffered by the private respondents. The Court generally recognizes the profundity of conclusions and findings of facts reached by the trial court and hence sustains them on appeal except for strong and cogent reasons inasmuch as the trial court is in a better position to examine real evidence and observe the demeanor of witnesses in a case.

No clear specific contrary evidence was cited by the respondent appellate court to justify the reversal of the lower court's findings. Thus, in this case, between the factual findings of the trial court and the appellate court, those of the trial court must prevail over that of the latter.[26]

WHEREFORE, the petition is GRANTED. We REVERSE and SET ASIDE the decision rendered in CA-G.R. CV No. 04429, and we hereby REINSTATE the decision of the then Court of First Instance of Rizal (Branch 28, Pasay City) in Civil Case No. M-5276-P which ruled for the dismissal of the Complaint for Cancellation of Titles and Reconveyance with Damages filed by the Heirs of Macario, Esperidiona, Raymunda, and Celestina, all surnamed CLAUDEL. Costs against the private respondents.

SO ORDERED.

Melencio-Herrera, (Chairman), Paras, Padilla, and Regalado, JJ., concur.

[1] Rollo, 44.

The decision was penned by Justice Oscar M. Herrera, then Acting Chairman of the 12th Division, with the Honorable Justices Jorge S. Imperial and Fernando A. Santiago, concurring.

[2] Original Record, Heirs of Macario etc., all surnamed Claudel v. Heirs of Cecilio (also known as Basilio), Civil Case No. M-5276-P, CFI Rizal, Seventh Judicial District, Branch XXVIII, Pasay. Hon. Enrique A. Agana, Sr., presiding judge.

[3] Id., 230.

[4] Rollo, 57; T.S.N., July 24, 1978, 12-15; September 4, 1978, 12-15.

[5] Original Record, Heirs of Macario, etc., all sur-named CLAUDEL, Plaintiffs v. Heirs of Cecilio (also known as Basilio) etc., all surnamed CLAUDEL, Defendants, Civil Case No. M-5276-P, CFI Rizal-7th Judicial District, 230-232.

[6] Rollo, 17, 18.

[7] No. L-24384, September 28, 1967, 21 SCRA 246.

[8] 74 Phil. 70.

[9] Rollo, 61.

[10] Rollo, 62.

[11] *Zaide v. Court of Appeals*, Nos. L-46715-16, July 29, 1988, 163 SCRA 713, 714.

[12] TOLENTINO, 4 CIVIL CODE OF THE PHILIPPINES 580 (1973).

[13] *Board of Liquidators and Panay Development Co., Inc. v. Roxas*, G.R. 84419, December 4, 1989, 179 SCRA 815.

[14] *Jimenez v. Fernandez*, G.R. No. L-46364, April 6, 1990, 184 SCRA 196-197.

[15] *Egao v. Court of Appeals*, G.R. No. 79787, June 29, 1989, 174 SCRA 492.

[16] *Egao v. Court of Appeals*, *supra*, citing Sec. 101, Public Land Act. (*Sumail v. CFI*, G.R. No. L-8278, April 30, 1955; *Lucas v. Durian, et al.*, G.R. No. L-7886, September 23, 1957).

[17] No. 75336, October 18, 1988, 166 SCRA 524.

[18] *Cardente v. IAC*, No. 73651, November 27, 1987, 155 SCRA 689.

[19] No. L-33261, September 30, 1987, 154 SCRA 403, 404.

[20] *Ibid.*

[21] T.S.N., September 4, 1978, 33.

[22] T.S.N., July 20, 1979, 23-28.

[23] T.S.N., July 20, 1979, 87, 88.

[24] T.S.N., July 20, 1979, 85.

[25] *Ibid.*

[26] *Salomon and Gatdula v. IAC, et al.*, G.R. No. 70263, May 14, 1990, 185 SCRA 352.

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.