

SPOUSES ROBERT DINO AND CRISTINA DINO, PETITIONERS, VS. COURT OF APPEALS, CONSORCIA SOMBRIO AND SPOUSES FROILAN PERNITO AND PROSERFINA PERNITO, RESPONDENTS.

G.R. No. 95921. September 02, 1992

Ponente: NOCON, J.

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NOCON, J.:

This is a petition to review on certiorari the decision[1] dated August 6, 1990 of the Court of Appeals affirming the decision of the trial court[2] in ordering the Register of Deeds of Cebu City to cancel TCT No. 87156 which emanated from TCT No. 73069 and to reinstate TCT No. 67441 in the name of the late Consorcias Sombrio or issue another one in lieu of the old one, as well as the resolution dated October 24, 1990 denying petitioners' motion for reconsideration of the appealed decision.

The facts as found by the trial court are as follows:

On December 21, 1978, Consorcias Sombrio, an old and illiterate lady who is the registered owner of a parcel of land and its improvements covered by TCT No. 67441 located at 15 F. Gochan Street, Mabolo, Cebu City containing an area of 1,008 square meters, more or less, was made to sign a document by Maria Ching purportedly to be a letter authorizing the latter to sell said property to Benedicto. However, said document turned out to be a Deed of Sale of said property in favor of Maria Ching.[3] Consequently, TCT No. 67441 was cancelled and TCT No. 87156 was issued in the name of Maria Ching.[4]

Upon Sombrio's discovery of said fraud, she filed, on May 11, 1979, an action against Maria Ching and notary public Ciriaco Alcazar, who notarized said document without the presence of Sombrio, with the Regional Trial Court of Cebu City, Branch IV in Civil Case No. R-18073 for the annulment of the sale and the cancellation of TCT No. 87156 alleging that Maria Ching through fraudulent representations and without any consideration tricked and deceived Sombrio into signing said Deed of Sale.

Thereafter, Maria Ching mortgaged said property to petitioners spouses Robert and Cristina Dino with the notice of lis pendens annotated on the TCT No. 87156 as evidenced by Entry No. 2814-V-19-D.B. on said TCT.[5]

On July 22, 1981, a decision based on a compromise agreement executed between Sombrio and Maria Ching was rendered, to wit:

"A Compromise Agreement, duly signed by the parties, plaintiff, assisted by counsel, and defendants likewise assisted by their counsel, has been submitted to this Court with a prayer that the same be approved and that judgment be rendered in accordance with the terms and conditions thereof. The said agreement reads:

‘COMPROMISE AGREEMENT

With the assistance of counsel, this Compromise Agreement, involving the above-entitled case, made and entered at Cebu City, Philippines, this 23rd day of June, 1981 by and between plaintiff and the defendants above-named,

WITNESSETH:

1. That plaintiff, Consorcia Vda. de Sombrio makes known that she has not caused the filing of the above-entitled case, the truth being that she was influenced, forced, coerced, manhandled and intimidated to sign the complaint by one Froilan Pernito who is interested in the land subject-matter of this suit; the occupancy of Froilan Pernito is merely tolerated whose right, if any, is subordinate to that of defendant Maria Buracan Ching;
2. That right from the start or commencement of this suit, plaintiff has never engaged the services of counsel; it was Froilan Pernito who secured, shouldered and paid the services of counsel in the prosecution of the above-entitled case; just recently, without authority and consent from the plaintiff, the said Froilan Pernito has engaged the services of new counsel, Atty. Jose Batiquin, who is not personally known to the plaintiff;
3. That apart from the reason stated, supra, plaintiff hereby declares voluntarily and upon her own free will, without any mental reservation, that the deed of absolute sale dated December 21, 1978, involving the land subject matter of this suit executed by and between her and Maria B. Ching, notarized by Ciriaco Alcazar per document No. 884, Page No. 44, Book III, Series of 1978 is regular and valid and was executed for a consideration in the amount of ONE HUNDRED THOUSAND (P100,000.00) PESOS, receipt of which was acknowledged at the time of the execution of that presents and that she was not deceived nor fraudulently induced and unlawfully influenced into signing the aforesaid deed of sale; for which reason, she freely and voluntarily DESIST from further prosecuting the above-entitled case;
4. That plaintiff is turning over the physical or actual possession of the land in question, together with all the improvements found therein, to the defendant Maria B. Ching, entitling the latter to such writ of possession as may be necessary against parties, like Froilan Pernito, whose possession is illegal and unauthorized;
5. That defendants, on the other hand, hereby waive their right to proceed with their counterclaims against plaintiff.

WHEREFORE, it is most respectfully prayed that the foregoing compromise agreement be approved and that judgment be rendered in accordance therewith.

Cebu City, Philippines, June 23, 1981.

(Sgd.) CONSORCIA VDA. DE SOMBRIO

Plaintiff

(Sgd.) MARIA B. CHING

Defendant

Assisted by:

(Sgd.) EXEQUIL L. RUBI Atty. Pablo Badong &

Counsel for the plaintiff Associates,

counsel for

defendants,

By: (SGD.) MIGUEL R. ZOSA

SIGNED IN THE PRESENCE OF:

(Sgd.) CORAZON PANTINO

(Sgd.) REMEDIOS SOLON

Finding the Compromise Agreement quoted above to be not contrary to law, public order, public policy, morals or good customs, the same is hereby approved, and judgment is hereby rendered in accordance therewith, without pronouncement as to costs. Strict compliance with the said Compromise Agreement is hereby enjoined.”[6]

From said decision, Maria Ching went to the Register of Deeds of Cebu City to cancel the notice of lis pendens as evidenced by Entry No. 6008-21-D.B. dated July 27, 1981.[7]

On the other hand, Sombrio appealed said decision to the Court of Appeals alleging that the Compromise Agreement was done under dubious circumstances since she was kidnapped and released only after said Compromise Agreement had been signed by her. Moreover, Atty. Jose Batiquin who was Sombrio's counsel of record was substituted by another counsel, Atty. Exequil Rubi who was a partner of Maria Ching's lawyer, in said Compromise Agreement.

In the meantime, on May 30, 1983, while said appeal was still pending with the appellate court, Maria Ching sold to the petitioners the subject property free from any written notice of liens or encumbrances. Thereafter, TCT No. 73069 was cancelled and a new one, TCT No. 87156, was issued in the name of the petitioners by the Register of Deeds of Cebu City.

Since then, petitioners have been in continuous and peaceful possession of the subject property which they turned into a clinic and center of autistic and behaviorally handicapped children.

On February 7, 1989, the Court of Appeals rendered its decision, the dispositive portion of which reads:

"WHEREFORE, the decision approving the compromise agreement is hereby set aside and another one is rendered annulling the deed of sale of December 21, 1978 and cancelling Transfer Certificate of Title No. 73069 of the Registry of Deeds of Cebu in the name of defendant-appellant and ordering the Register of Deeds of Cebu to reinstate Transfer Certificate of Title No. 67441 in the name of plaintiff-appellant or to issue another one in the name of said plaintiff appellant in lieu of the old one. No pronouncement as to damages and costs.”[8]

On March 2, 1989, said decision became final and executory. When the records were remanded to the trial court, Sombrio filed a Motion for Execution on July 18, 1989.

On July 19, 1989, the trial court ordered the issuance of a writ of execution. However, when the Deputy Provincial Sheriff went to the Register of Deeds of Cebu City to execute said writ, the latter informed the former that TCT No. 73069 was already cancelled and transferred to petitioner Dino who was not a party in Civil Case No. R-18073.

On July 22, 1989, Sombrio filed a motion for the issuance of a writ of possession which was granted in an Order dated July 24, 1989, the pertinent portion of which reads:

"Finding the motion to be in order, the same is hereby granted and accordingly, the Register of Deeds for Cebu City is ordered to implement within three (3) days from receipt hereof, the said judgment of the Honorable Court of Appeals.

Let a Writ of Possession issue directing the Provincial Sheriff or his duly authorized representative to place plaintiff Consorcia Sombrio in actual, physical and peaceful possession of a parcel of land and the improvements thereon covered by Transfer Certificate of Title No. 67441, Lot No. 1, Block 7 of the Consolidation and Subdivision Plan Pcs-326, being a part of the Consolidation Lots Nos. 675 and 1424 of Banilad Friar Estate GLRO Record 5988 situated in Cebu City, and containing an area of ONE THOUSAND AND EIGHT (1,008) SQUARE METERS."

On July 26, 1989, the trial court issued a writ of possession directing the provincial sheriff of Cebu City to place Consorcia Sombrio in actual physical possession of the subject property and its improvement.[9]

Upon receipt of said writ, the Register of Deeds, on July 27, 1989, filed with the trial court a motion for the issuance of an Order directing the Register of Deeds of Cebu City to perform his duty consistent with his ministerial function while petitioners, on July 31, 1989, filed with said court an Extremely Urgent Motion to Quash Writ of Possession together with an Affidavit of Third-Party claims.[10]

On August 8, 1989, private respondents spouses Froilan and Proserfina Pernito filed their comments on petitioners' Motion to Quash Writ of Execution. Said private respondents entered their appearance for the first time in Civil Case No. R-18073 claiming to be the successors-in-interest of the late Consorcia Sombrio pursuant to a Deed of Sale executed between private respondents and Sombrio during the pendency of this case,[11] to which petitioners filed its Rejoinder on August 11, 1989.[12]

Acting on said motions, the trial court issued an Order dated August 17, 1989, the dispositive portion of which reads:

"WHEREFORE, for all the foregoing considerations, the motion of spouses Robert and Cristina Dino is denied. The Register of Deeds of Cebu City is directed to follow and implement the final judgment of the Court of Appeals by cancelling Transfer Certificate of Title. No. 73069 and Transfer Certificate of Title No. 87156 emanating therefrom and reinstate Transfer Certificate of Title No. 67441 in the name of plaintiff-appellant Consorcia Sombrio or issue another one in her name in lieu of the old one by annotating therein 'issued pursuant to a final judgment rendered by the Court of Appeals in CA-G.R. CV No. 04725, entitled Consorcia Sombrio v. Maria Buracan Ching, et al. dated February 7, 1989.'"[13]

From said Order, petitioners filed their Motion for Reconsideration which was denied on September 30, 1989.

On October 18, 1989, the trial court issued the following Order:

"Deputy Sheriffs Rene Natividad and Jessie Belarmino in their manifestation dated October 10, 1989 declared that in compliance with their appointment as special sheriffs dated July 28, 1989, they implemented the writ of execution issued in this case but withheld delivery of possession until the rightful possessor shall have been determined on account of the fact that plaintiff Consorcia Sombrio is already deceased. The Deputy Sheriffs found themselves in a quandary as to whom to deliver the possession of the property because they received a letter dated October 4, 1989 sent by Atty. Manuelito Inso, counsel for Spouses Roberto Dino and Cristina Dino, claiming ownership of the subject property. This matter is already settled in the Order dated September 30, 1989.

Spouses Froilan Pernito and Proserfina Pernito on record appear as the successors-in-interest of the deceased Consorcia Sombrio pursuant to the memorandum of agreement for the sale of said land executed on April 23, 1979 marked as Annex 'B' in the Sheriff's report dated August 1, 1989. The record shows that so far no heir or successor-in-interest of the deceased Consorcia Sombrio appeared to claim possession over the property except the herein spouses Froilan Pernito and Proserfina Pernito.

IN VIEW THEREOF, the above-mentioned Deputy Sheriffs are directed to deliver the property subject of the writ of execution in favor of spouses Froilan Pernito and Proserfina Pernito who are the present claimants or

successors-in-interest of Consorcia Sombrio until they are lawfully dispossessed by other rightful claimant or successor-in-interest with a better right." [14]

On October 23, 1989, petitioners filed with the Court of Appeals a Petition for Certiorari, Prohibition and Mandamus which was denied on August 6, 1990. Petitioners' Motion for Reconsideration was, likewise, denied on October 24, 1990.

Hence, this petition.

Petitioners contend that the Court of Appeals acted with grave abuse of discretion when it ordered the cancellation of petitioners' Transfer Certificate of Title of the subject property considering that they are not privies Civil Case No. R-18073 and to consider them privies to the same would outrightly deny petitioners their right to due process. Petitioners also contend that they had acquired the subject property in good faith and for value because the notice of lis pendens was already cancelled at the time the Deed of Sale was executed therefore they are innocent holder for value of a certificate of title.

We find the petition meritorious.

Section 76 of P.D. 1529 provides that:

"SEC. 76. Notice of lis pendens.- No action to recover possession of real estate, or to quiet title thereto, or to remove clouds upon the title thereof, or for partition, or other proceedings of any kind in court directly affecting the title to land or the use or occupation thereof or the buildings thereon, and no judgment, and no proceeding to vacate or reverse any judgment, shall have any affect upon registered land as against persons other than the parties thereto, unless a memorandum or notice stating the institution of such action or proceeding and the court wherein the same is pending, as well as the date of the institution thereof, together with a reference to the number of the certificate of title, and an adequate description of the land affected and the registered owner thereof, shall have been filed and registered."

Under said law, lis pendens may lie only where there is an action or proceeding in court, which affects title to, or possession of real property. In other words, lis pendens is the jurisdiction, power, or control which the court acquires over the property involved in the suit pending the continuance of the action; and until its final judgment therein, it has for its object the keeping of the subject or res within the power of the court until the judgment or decree shall be entered, to make it possible for courts of justice to give effect to their judgments and decrees. [15] This, in effect, is the essence of the rule of lis pendens. When a case is commenced involving any right to land registered under the Land Registration Law, any decision therein will bind the parties only, unless a notice of the pendency of such action is registered on the title of the said land, in order to bind the whole world as well. Therefore, in order that a notice of lis pendens may affect the right of a subsequent purchaser, such notice should be annotated on the back of the certificate of title, which is not present in the case at bar.

The appellate court acted without jurisdiction when it ordered the cancellation of petitioners' title as the judgment which was rendered in Civil Case No. R--18073 and affirmed by the Court of Appeals on February 7, 1989 did not bind petitioners because at the time petitioners purchased the subject property, the vendor's (Maria Ching) title to said property was clean and free from any lien and encumbrance since the notice of lis pendens which was annotated on said title or certificate had already been cancelled for more than a year.

Where the certificate of title was already in the name of the forger when the land was sold to an innocent purchaser, the vendee had the right to rely on what appeared in the certificate and, in the absence of anything to excite suspicion, was under no obligation to look beyond the certificate and investigate the title of the vendor appearing on the face of said certificate. [16] Under the Torrens system, registration is the operative act that gives validity to the transfer or creates a lien upon the land. A person dealing with registered land is not required to go

behind the register to determine the condition of the property. He is only charged with notice of the burdens on the property which are noted on the face of the register or the certificate of title. To require him to do more is to defeat one of the primary objects of the Torrens system.[17] Moreover, registration of land under the Torrens system extinguishes all claims, liens and encumbrances asserted prior to registration except statutory liens and those noted in the certificate of title.[18]

As the registered owner of the subject property, petitioners are not bound by the decision in Civil Case No. R-18073 for they were never summoned in said case and the notice of lis pendens annotated on TCT No. 73069 was already cancelled at the time petitioners purchased the subject property. While it is true that petitioners are indispensable parties in Civil Case No. R-18073, without whom no complete relief could be accorded to the private respondents, the fact still remains that petitioners were never actually joined as defendants in said case. Impleading petitioners as additional defendants only in the execution stage of said case violated petitioners' right to due process as no notice of lis pendens was annotated on the existing certificate of title of said property nor were petitioners given notice of the pending case, therefore petitioners remain strangers in said case and the Order of the trial court involving them is null and void, considering that petitioners are innocent purchasers of the subject property for value.

Private respondents' remedy is to file a claim for damages against Maria Ching to recover the consideration for said property.

WHEREFORE, the decision dated August 6, 1990 of the Court of Appeals and the resolution dated October 24, 1990 are annulled and set aside. TCT No. 87156 in the name of petitioners are hereby reinstated. Costs de officio.

SO ORDERED.

Narvasa, C.J., (Chairman), Padilla, and Regalado, JJ., concur.

Melo, J., no part.

[1] Penned by Justice Jorge S. Imperial with the concurrence of Justice Reynato S. Puno and Justice Filemon H. Mendoza.

[2] Penned by Judge Jose Burgos.

[3] CA's Rollo, p. 65.

[4] Id., at p. 18.

[5] Id., at p. 16.

[6] RTC's Decision, pp. 1-2; CA's Rollo, pp. 54-55.

[7] CA's Rollo, p. 16.

[8] CA's Decision, pp. 5-6; CA's Rollo, pp. 67-68.

[9] CA's Rollo, pp. 19-20.

[10] Id., at pp. 21-25.

[11] Id., at pp. 30-34.

[12] Id., at pp. 35-42.

[13] Order, CA's Record, p. 47.

[14] CA's Decision, pp. 7-8; Rollo, pp. 30-31.

[15] Noblejas and Noblejas, Registration of Land Titles and Deeds, 1986 Edition, p. 301.

[16] De Lara vs. Ayroso, 95 Phil. 185 (1954).

[17] Noblejas and Noblejas, Registration of Land Titles and Deeds, 1986 Edition, p. 224.

[18] Felix Gochan and Sons Realty Corp. vs. Cañada, 165 SCRA 207 (1988).

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