



Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

**SPOUSES ROMEO ANASTACIO,
 SR. and NORMA T. ANASTACIO,**
 Petitioners,

G.R. No. 224572

Present:

- versus -

PERALTA, *C.J.*, Chairperson,
 CAGUIOA,
 J. REYES, JR.,
 LAZARO-JAVIER, and
 LOPEZ, *JJ.*

**HEIRS OF THE LATE SPOUSES
 JUAN F. COLOMA and JULIANA
 PARAZO,**

Promulgated:

Respondents.

AUG 27 2020

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RESOLUTION

CAGUIOA, J.:

Before the Court is the Petition for Review¹ (Petition) under Rule 45 of the Rules of Court filed by petitioners Spouses Romeo Anastacio, Sr. and Norma T. Anastacio (petitioners) assailing the Decision² dated April 21, 2015 (Decision) and Resolution³ dated May 10, 2016 of the Court of Appeals⁴ in CA-G.R. CV No. 99619. The CA Decision granted the appeal of the Heirs of the Late Spouses Juan F. Coloma (Juan) and Juliana Parazo (Juliana) as well as reversed and set aside the Decision⁵ dated September 11, 2012 rendered by the Regional Trial Court of Camiling, Tarlac, Branch 68 (RTC) in Civil Case No. 08-09, which dismissed the Complaint for Annulment of Document, Recovery of Ownership and Possession with Prayer for Writ of Preliminary Injunction. The CA Resolution denied petitioners' motion for reconsideration.

¹ Rollo, pp. 8-33, excluding Annexes.

² Id. at 35-47. Penned by Associate Justice Rodil V. Zalameda (now a Member of the Court), with Associate Justices Sesinando E. Villon and Pedro B. Corales concurring.

³ Id. at 48-49.

⁴ Thirteenth Division and Former Thirteenth Division.

⁵ Rollo, pp. 68-76. Penned by Presiding Judge Jose S. Vallo.

The Facts and Antecedent Proceedings

The CA Decision narrates the factual antecedents as follows:

The case involves a dispute over a parcel of land [(subject property)] consisting of [19,247] square meters situated in San Jose, Tarlac. Title to the subject property, particularly Transfer Certificate of Title [(TCT)] No. 56899 of the Registry of Deeds of Tarlac, shows [Juan] as the registered owner thereof since [January 14, 1965], with the certificate of title likewise carried the inscription of his marriage to [Juliana]. Both Juan and Juliana are now deceased, leaving x x x Rudy P. Coloma and Marcela C. Reyes [(respondents)] as their legitimate heirs.

According to [respondents], the subject property is under the possession of [petitioners] by mere tolerance of their parents. Thus, upon the demise of their parents, [respondents] demanded the surrender of its possession. However, [petitioners] refused, which led to the filing of a case for Recovery of Possession and Title against them before the Municipal Circuit Trial Court [(MCTC)] of Sta. Ignacia, Tarlac, docketed as Civil Case No. 645-SJ (07).

In their Answer before the MCTC, [petitioners] claimed right of ownership over the subject property by virtue of an alleged Deed of Absolute Sale dated [October 7, 2004⁶] executed by Juan during his lifetime. On account of such claim of ownership, the MCTC dismissed the said case, without prejudice to the filing of the subject complaint with the proper court.

Later on, [respondents] filed the Complaint before the [RTC], this time for Annulment of Document, Recovery of Ownership and Possession with Prayer for Writ of Preliminary injunction, claiming that the Deed of Absolute Sale allegedly executed by their father in favor of [petitioners] is void on two x x x grounds. First, that the signature of their father, Juan, as appearing thereon is a forgery; and second, that there is no conformity or consent given by their mother, Juliana, to the alleged sale.

Answering, [petitioners] maintained the same theory as in the earlier MCTC case against them: that they are owners of the [subject] property by virtue of the subject Deed of Absolute Sale dated [October 7, 2004] executed by Juan. Further, they maintained that x x x they have paid Juan [P100,000.00] as first payment in 2003 and [P260,000.00] upon execution of the said Deed of Absolute Sale, apart from the [P100,000.00] they spent as expenses for the wake and burial of Juan. [Petitioners] also claimed that the consent of Juliana was not necessary to effect a valid sale since the subject property was the sole property of Juan, having inherited the same from his paternal ancestors and the spouses had long been separated from bed [and board].

A Pre-Trial Order dated [March 6, 2009] was issued by the [RTC] summarizing the stipulations made by the contending parties, to wit:

x x x x

1. That [Juan] died on August 26, 2006;

⁶ Mistakenly indicated as 2014 in the CA Decision.



2. That [Juliana] died on August 17, 2006;
3. That the subject property was registered by [Juan] married to [Juliana] in 1965;
4. That the subject property was registered during the lifetime of the spouses [Juan and Juliana].

x x x x

Thereafter, trial on the merits ensued.

In support of their claims, [respondents] presented, among others, a handwriting expert, PO3 Leslie Ramales, who testified that the questioned signature of Juan as appearing on the Deed of Absolute Sale and the latter's standard signatures, were not written by one and the same person.

On the other hand, [petitioners] harped on the alleged separation from bed and board of Juan and Juliana and presented Juan's alleged paramour since 1978, Carmelita Palma [(Palma)]. Said witness testified that during the lifetime of Juan, [he] mortgaged, and subsequently sold the subject property to [petitioners] via [a] Deed of Absolu[t]e Sale. [Petitioner] Romeo Anastacio also took the stand and confirmed the testimony of Palma, that the subject property was mortgaged to him by Juan in 2003 for [P100,000.00]] and thereafter, sold the same property to him in 2004 for [P260,000.00].

The [RTC] on [September 11, 2012] issued [its] Decision x x x, ruling in favor of [petitioners], stating that the evidence on record failed to establish the alleged falsification of the Deed of Absolute Sale. The [RTC] likewise ruled that the subject property was the exclusive property of Juan, thus, did not require the consent of h[is] wife, Juliana. [The dispositive portion of the RTC Decision states:

WHEREFORE, premises considered, the above-entitled case is hereby Dismissed.

SO ORDERED.]⁷

Respondents appealed to the CA.

Ruling of the CA

In the Decision dated April 21, 2015, the CA found the appeal meritorious.⁸ The CA, from its examination of the documentary evidence submitted, observed that "it is plainly apparent that the questioned signature of Juan x x x in the Deed of Absolute Sale is utterly dissimilar from his customary signatures appearing on the Catulagan Panggep Ti Salda⁹ and the Voter Registration Record, leading [the CA] to agree with the handwriting

⁷ *Rollo*, pp. 36-39, 76.

⁸ *Id.* at 40.

⁹ Translated Agreement Pertaining to a Mortgage.



expert that the signatures of [Juan] were not made by one and the same person and likewise, to believe that [Juan's] signature is a forgery."¹⁰

The CA also ruled that the RTC erred in concluding that the subject property was owned exclusively by Juan and could be sold without the consent of his legal wife, Juliana.¹¹ The CA based its ruling on the following: (1) aside from the self-serving claims of petitioners, no other evidence was presented to prove that the subject property was Juan's exclusive property; (2) based on the stipulations of the parties, the subject property was registered in the name of Juan and Juliana in 1965 and during their lifetime, which makes the property presumably conjugal; (3) Juan acquired ownership of the subject property, not by succession, but by virtue of a sale in his favor by a certain Laurelio Valete (Valete) during the subsistence of his marriage with Juliana as evidenced by the inscription on both TCT No. 56899 and the source title, TCT No. 53369, that the latter was being cancelled by virtue of the sale made by Valete in favor of Juan.¹² The CA concluded that the Deed of Absolute Sale between petitioners and Juan is void and of no legal effect.¹³

As to petitioners' claim that they made several payments to Juan for the alleged sale of the subject property, the CA found that the handwritten breakdown of the alleged payments, which was not even dated and did not bear the signature of Juan, was not a credible evidence.¹⁴ Even on the assumption that petitioners indeed made the said payments to Juan, the CA citing *Fuentes v. Roca*,¹⁵ ruled that petitioners were not entitled to the return of the amounts paid because only buyers in good faith are allowed recovery of the payments made by the buyers of a land sold without the consent of the deceased seller's spouse, chargeable against the latter's estate upon a finding that the buyers were in good faith; and in this case, petitioners were not buyers in good faith because, being aware that Juan and Juliana were separated from bed and board, they should have been cautious to look into the authority of Juan to sell the subject property.¹⁶

The dispositive portion of the CA Decision states:

WHEREFORE, IN VIEW OF THE FOREGOING, the appeal is **GRANTED** and the assailed Decision issued by the court *a quo* is hereby **REVERSED AND SET ASIDE**.

Accordingly, judgment is hereby rendered as follows:

1. Declaring the Deed of Absolute Sale dated [October 7, 2004] null and void;

¹⁰ *Rollo*, pp. 42-43.

¹¹ *Id.* at 44.

¹² *Id.*

¹³ *Id.* at 45.

¹⁴ *Id.* at 46.

¹⁵ G.R. No. 178902, April 21, 2010, 618 SCRA 702.

¹⁶ *Rollo*, p. 46.



2. Ordering [petitioners] to surrender TCT No. 56899 of the Registry of Deeds of Tarlac to [respondents];
3. Ordering [petitioners], their successors-in-interest, heirs or assignees, to vacate and restore possession of the subject property covered by TCT No. 56899 of the Registry of Deeds of Tarlac to [respondents];
4. Ordering [petitioners] to pay the costs of the suit.

SO ORDERED.¹⁷

Petitioners filed a motion for reconsideration, which the CA denied in its Resolution¹⁸ dated May 10, 2016.

Hence, the instant Petition. Respondents filed a Comment to the Petition¹⁹ while petitioners filed a Reply to Respondents' Comment.²⁰

The Issues

The Petition states the following issues to be resolved:

1. Whether the CA erred when it declared Juan's signature in the Deed of Absolute Sale dated October 7, 2004 (DAS) a forgery.
2. Whether the CA erred in declaring that the DAS does not carry the presumption of regularity in its notarization and execution.
3. Whether the CA erred in declaring that the subject property is the conjugal property of the late spouses Juan and Juliana.
4. Whether the CA erred in declaring that petitioners were not in good faith in acquiring the subject property from Juan.²¹

The Court's Ruling

The Petition lacks merit.

It appears that the four issues raised in the Petition are not purely questions of law. All involve a review of the lower courts' factual findings which formed their bases for the legal conclusions that they arrived at. Given that there is a conflict in the factual findings of the RTC and the CA, which is an admitted exception to the rule that only questions of law may be raised in a Rule 45 *certiorari* petition, the Court will consider the said four issues.

¹⁷ Id. at 46-47.

¹⁸ Id. at 48-49.

¹⁹ Id. at 106-114.

²⁰ Id. at 121-127.

²¹ Id. at 15.



The Court will tackle the third issue ahead of the rest.

Petitioners argue that respondents have the burden to prove that the subject property was owned by both Juan and Juliana, having made that allegation in the Complaint.²² They also take the position that TCT No. 56899 presents a conclusive presumption that the land described therein was the capital of, and owned exclusively by Juan and that Juan is stated in the said TCT to have been married to Juliana is merely descriptive of his civil status.²³ Thus, petitioners claim that the DAS is valid and the consent of Juliana was not required when Juan sold the subject property to them.²⁴

Petitioners' arguments are erroneous.

Article 105 of the Family Code provides that the provisions of Chapter 4, Conjugal Partnership of Gains (CPG), shall also apply to CPG already established before the effectivity of the Family Code, without prejudice to vested rights already acquired in accordance with the Civil Code or other laws. It will be recalled that based on the stipulations of the parties, the subject property was acquired in 1965 during the lifetime of Juan and Juliana while they were married, and it was registered in the name of Juan married to Juliana.

In 1965, the prevailing property regime between husband and wife was the CPG. There being no evidence to the contrary, the property regime between Juan and Juliana was the CPG.

Article 116 of the Family Code is explicit as to who has the burden to prove that property acquired during the marriage is not conjugal, to wit:

ART. 116. All property acquired during the marriage, whether the acquisition appears to have been made, contracted or registered in the name of one or both spouses, is presumed to be conjugal unless the contrary is proved. (160a)

A rebuttable presumption is established in Article 116 and the party who invokes that presumption must first establish that the property was acquired during the marriage because the proof of acquisition during the marriage is a condition *sine qua non* for the operation of the presumption in favor of the conjugal partnership.²⁵ It is not necessary to prove that the property was acquired with conjugal funds and the presumption still applies even when the manner in which the property was acquired does not appear.²⁶ Once the condition *sine qua non* is established, then the presumption that all

²² See *id.* at 29.

²³ *Id.* at 30.

²⁴ *Id.* at 31.

²⁵ Arturo M. Tolentino, COMMENTARIES AND JURISPRUDENCE ON THE CIVIL CODE OF THE PHILIPPINES, VOLUME I WITH THE FAMILY CODE OF THE PHILIPPINES, 1990 Edition, pp. 430-431. Citations omitted.

²⁶ *Id.* at 430.

properties acquired during the marriage, whether the acquisition appears to have been made, contracted or registered in the name of one spouse or both spouses, are conjugal, remains until the contrary is proved.

Given the very stipulations made during the Pre-Trial and TCT No. 56899, respondents had laid the predicate for the presumption under Article 116 to be invoked. They had established that the property was acquired during the marriage of their parents. To overcome the presumption in favor of the conjugal partnership, petitioners were required to prove the contrary.

Unfortunately, petitioners' evidence that TCT No. 56899 was registered in the name of Juan married to Juliana and the sale from the previous owner, Valete, to Juan only mentioned Juan as the buyer fell short to overcome the presumption. In fact, such evidence even bolsters the presumption that respondents invoked. To reiterate, the presumption is created even if the **acquisition appears to have been made, contracted or registered in the name of one spouse**. Petitioners' claim that Juan acquired the subject property by succession was belied by the inscription on both TCT No. 56899 and its predecessor title, TCT No. 53369, that the latter was being cancelled by virtue of the sale made by Valete in favor of Juan.²⁷

Therefore, petitioners' postulation that the certificate of title having been registered in the name of Juan married to Juliana establishes a conclusive presumption that the land described therein was owned exclusively by Juan is incorrect because it directly runs counter to Article 116 of the Family Code.

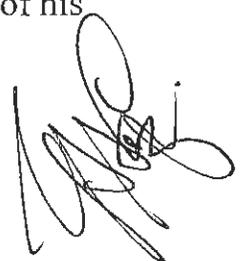
Petitioners should have endeavored to prove their claim that the subject property was the exclusive property of Juan in conformity with Article 109 of the Family Code, which provides:

ART. 109. The following shall be the exclusive property of each spouse:

- (1) That which is brought to the marriage as his or her own;
- (2) That which each acquires during the marriage by gratuitous title;
- (3) That which is acquired by right of redemption, by barter or by exchange with property belonging to only one of the spouses; and
- (4) That which is purchased with exclusive money of the wife or of the husband. (148a)

Clearly, the first three instances do not apply in this case. Regarding the fourth instance, petitioners could not have established that the subject property was purchased with the exclusive money of Juan through the testimony of his

²⁷ Rollo, p. 29.



paramour Carmelita Palma because she testified that she became his live-in partner only beginning 1978 (until his death in 2006),²⁸ which was after the acquisition of the subject property by Juan.

Since petitioners have not presented strong, clear, convincing evidence²⁹ that the subject property was exclusive property of Juan, its alienation to them required the consent of Juliana to be valid pursuant to Article 124 of the Family Code, which provides in part:

ART. 124. x x x

x x x These powers [of administration] do not include disposition or encumbrance without authority of the court or the written consent of the other spouse. **In the absence of such authority or consent, the disposition or encumbrance shall be void.** However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors. (165a) (Emphasis supplied)

Under Article 1323 of the Civil Code, an offer becomes ineffective upon the death, civil interdiction, insanity, or insolvency of either party before acceptance is conveyed. When Juan died on August 26, 2006, the continuing offer contemplated under Article 124 of the Family Code became ineffective and could not have materialized into a binding contract. It must be remembered that Juliana even died earlier on August 17, 2006 and there is no evidence that she consented to the sale of the subject property by Juan in favor of petitioners.

The fact that Juan and Juliana were separated from bed and board (*a mensa et thoro*) at the time of the supposed sale of the subject property by Juan to petitioners did not exempt the disposition from the requirement of obtaining the other spouse's consent under Article 116 of the Family Code.³⁰ Juan was not without any recourse, he should have gotten the required authority from the court.

Given that the subject property was the conjugal property of Juan and Juliana, the CA correctly ruled that the sale of the subject property by Juan without the consent of Juliana in favor of petitioners contemplated in the DAS is void.

The Court need not rule on the issues of forgery, and the presumption of regularity in the notarization and execution of the DAS, given the established nullity of the sale. It is now inconsequential for the Court to rule on whether the signature of Juan appearing in the DAS is a forgery because even if it were genuine, the DAS would still be void. In the same vein, even

²⁸ Id. at 12.

²⁹ Arturo M. Tolentino, *supra* note 25, at 432. Citations omitted.

³⁰ See *Wong v. Intermediate Appellate Court*, G.R. No. 70082, August 19, 1991, 200 SCRA 792.

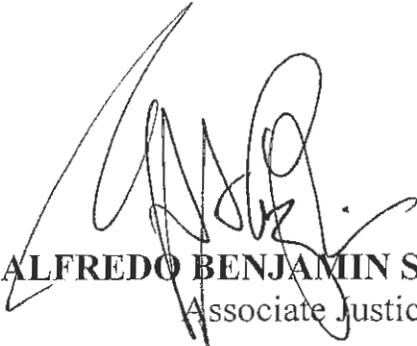
if the Court overturns the CA in its finding on the irregularity that attended the notarization of the DAS, the sale would not thereby be validated.

On the fourth issue, petitioners have posited it as their fourth argument for the allowance of the Petition.³¹ However, they forgot to include the said argument in the Discussion portion of the Petition. They stopped at the discussion of their third argument or issue. Maybe they are banking on the idea that if they are able to convince the Court that the subject property is not conjugal, then the fourth issue becomes redundant. In the absence of a direct refutation by petitioners of the ruling of the CA that they acquired the subject property in bad faith, the Court is left with no alternative but to uphold the CA.

Besides, petitioners merely prayed in their Answer³² for the dismissal of the Complaint and for respondents to be made liable to pay ₱500,000.00 as actual damages (without any allegation as to what they constituted), ₱50,000.00 as moral and exemplary damages and ₱50,000.00 as attorney's fees.³³ They never prayed in the alternative that in case the DAS is declared void, they should be allowed to recover what they had paid to Juan. Moreover, their handwritten list of the sums that they allegedly paid to Juan totaling ₱525,000.00 is self-serving as it did not bear any date and the signature of Juan; and it even included ₱40,000.00 for "additional cash for overhauling of Jeep" and ₱125,000.00 "during the wake of [Juan]" which were purportedly given in 2005 and 2006, respectively, after the sale of the subject property to them.³⁴

WHEREFORE, the Petition is hereby **DENIED**. Accordingly, the Decision dated April 21, 2015 and Resolution dated May 10, 2016 of the Court of Appeals in CA-G.R. CV No. 99619 are **AFFIRMED**.

SO ORDERED.


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

³¹ *Rollo*, p. 15.

³² *Id.* at 55-57.

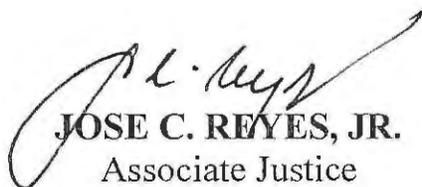
³³ *Id.* at 56.

³⁴ *Id.* at 59.

WE CONCUR:



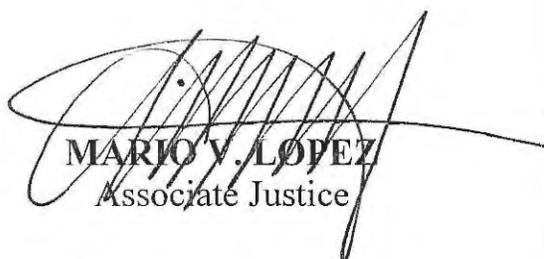
DIOSDADO M. PERALTA
Chief Justice
Chairperson



JOSE C. REYES, JR.
Associate Justice



AMY C. LAZARO-JAVIER
Associate Justice



MARIO V. LOPEZ
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Chief Justice

