



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

SPOUSES TEODORICO M. G.R. No. 219074
VIOVICENTE and DOMINGA L.
VIOVICENTE,

Petitioners,

Members:

-versus-

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

SPOUSES DANILO L. VIOVICENTE
and ALICE H. VIOVICENTE, THE
REGISTER OF DEEDS OF
CALAMBA, LAGUNA,

Respondents.

Promulgated:

JUL 28 2020

x-----

DECISION

LAZARO-JAVIER, J.:

The Case

Petitioners Spouses Teodorico and Dominga L. Viovicente assail the following dispositions of the Court of Appeals in CA-G.R. CV No. 95525 entitled “*Spouses Teodorico M. Viovicente and Dominga L. Viovicente v. Spouses Danilo L. Viovicente and Alice H. Viovicente, the Register of Deeds of Calamba, Laguna.*”

1. Decision¹ dated May 20, 2014 reversing the trial court’s decision and dismissing petitioners’ complaint for reconveyance of property and

¹ Penned by Associate Justice Eduardo B. Peralta, Jr. and concurred in by Associate Justices Magdangal M. De Leon and Stephen C. Cruz, all members of the Tenth Division, *rollo*, pp. 42-51.

nullity of sale against respondents Spouses Danilo L. Viovicente and Alice H. Viovicente; and

2. Resolution² dated June 18, 2015 denying reconsideration.

Antecedents

Petitioners' Version

Teodorico Viovicente testified that he was married to Dominga and respondent Danilo Viovicente was their eldest son. He was the registered owner of a property located at Pacita Complex II, Phase I, Blk 17, Lot 12, San Pedro, Laguna covered by TCT No. T-264547. He acquired it through a GSIS real estate loan and paid it through salary deductions for fifteen (15) years.³

On June 24, 1993, Danilo went to their house in Tacloban City and forced him and Dominga to sign a Deed of Absolute Sale. They initially refused because the property was intended for Danilo's siblings for their eventual study in Manila. Because of his refusal, Danilo angrily shouted and threw a briefcase at him but missed. Out of fear, he and Dominga signed the Deed even without receiving any payment as consideration. When he was able to secure a copy of the Deed in 2002, he noted that the acknowledgment portion falsely stated that he personally appeared before a notary in Makati City on July 14, 1993. This was physically impossible since he reported for work at the GSIS-Tacloban City that day.⁴

In 2002, he learned that Danilo and his wife respondent Alice Viovicente were able to transfer the property to their names and were issued TCT-356656 through a fictitious Deed of Absolute Sale dated December 14, 1995. He denied ever signing it. As with the Deed of Sale dated June 24, 1993, he too denied personally appearing before a notary public in Makati where the Deed of Sale dated December 14, 1995 was supposedly executed. The GSIS-Tacloban City certified that he reported for work that day.

Hence, he and Dominga filed the Complaint dated January 20, 2003⁵ for reconveyance of property, nullity of the supposed sale of real property, and cancellation of TCT No. T-356656 issued in the names of Danilo and his wife.⁶

Dominga Viovicente corroborated Teodorico's testimony. Danilo forced them to sign the Deed of Sale dated June 24, 1993 in Tacloban, City, shouting "*pirma, pirma, unsa dili mo pirma*" before throwing a briefcase at Teodorico. They were not able to read the contents of the document they

² *Id.* at 71-72.

³ *Id.* at 74.

⁴ *Id.*

⁵ RTC Civil Case No. SPL-0898, record, pp. 2-9.

⁶ *Rollo*, p. 75.

signed because Danilo did not allow them. She confirmed that they did not receive any consideration for the sale.⁷

Respondents' Version

Danilo Viovicente⁸ denied using force and intimidation to obtain his parents' signature on the Deed of Sale dated June 24, 1993. He testified that sometime in 1983, Teodorico commented that it would be convenient to have a house in Manila where his siblings could stay. He initially dismissed the idea for lack of funds. Teodorico then suggested that he (Teodorico) could apply for a loan to cover the downpayment while he (Danilo) would be in charge of paying the amortizations; and upon full payment thereof, Teodorico would convey the property to him. He agreed to this arrangement.

Though reluctant at first, Teodorico signed the Deed of Sale dated June 24, 1993 after he (Danilo) assured him that the property could still be used by his siblings.⁹ To facilitate the transfer of the property to his name, he gave the Deed of Sale dated June 24, 1993 to his brother Phio who executed an identical Deed to avoid paying surcharges and penalties.¹⁰

Before petitioners filed the complaint, their family had a meeting where Teodorico told him to reconvey the property, claiming he was coerced into signing the Deed on June 23, 1993.¹¹

GSIS Chief of the Accounts Administrative Division **Gavino B. Gagarin** testified that Teodorico's timecards from 1993 to 1995 and daily time records for the period covering January to August 1992 were all unsigned.¹²

NBI Senior Document Examiner **Noel Cruz** testified that Teodorico's signatures on the Deed of Sale dated December 14, 1995 and in the other documents¹³ submitted for examination were written by one and the same person. He noted however the "snopaked" entries in the Deed of Sale dated December 14, 1995, with the figure '5' superimposed on '3' and concluded that the Deed was actually executed in 1993.

The Trial Court's Ruling

⁷ *Id.*

⁸ *Id.* at 75-76.

⁹ *Id.* at 76.

¹⁰ *Id.* at 43-44.

¹¹ *Id.* at 76.

¹² *Id.*

¹³ Sample signatures in the 1994 Income Return, Sworn Statement of Assets and Liabilities, Letters addressed to Danny dated November 14, 1993, December 25, 1994, January 31, 1995, April 24, 1995, birthday card addressed to Danny dated May 31, 1995, September 1992 daily time record, and October 1992 daily time record enlarged photographs.

By Amended Decision¹⁴ dated July 16, 2010, the trial court ruled in petitioners' favor, *viz.*:

WHEREFORE, judgment is hereby rendered in favor of plaintiffs and against defendants hereby directing defendants to reconvey to plaintiffs the property originally covered by Transfer Certificate of Title T-356656; declaring the Deed of Absolute Sale dated June 24, 1993 as null and void; and directing the Register of Deeds of Calamba, Laguna to cancel Transfer Certificate of Title T-356656 issued in the name of defendant Danilo L. Viovicente and to issue a new Transfer Certificate of Title in the name of plaintiff Teodorico M. Viovicente, married to Dominga L. Viovicente.

SO ORDERED.¹⁵

According to the trial court, the Deed of Sale dated June 24, 1993 was devoid of any consideration because petitioners were merely forced to sign it. There was simply no evidence to establish Danilo's supposed arrangement with Teodorico.

As for the Deed of Sale dated December 14, 1995, petitioners categorically denied having executed the same. Worse, the NBI even noted the "*snopake*" deletions and concluded that there was actually no Deed of Sale dated December 14, 1995; it was actually the same Deed of Sale dated June 24, 1993 with altered entries.

The Proceedings before the Court of Appeals

On appeal,¹⁶ respondents faulted the trial court for holding that the sale was void for want of consideration and that petitioners were merely coerced to sign the Deed of Sale dated June 24, 1993. Respondents pointed out that the trial court's findings were based exclusively on petitioners' allegations and evidence, totally disregarding in the process their own evidence.

Too, the trial court erred when it held that the Deed of Sale dated December 14, 1995 was executed sans any consideration, the same being in clear violation of the Parole Evidence Rule.

The Deed of Sale dated December 14, 1995 bore the unequivocal acknowledgment that Teodorico appeared before Notary Public Atty. Fallar. At any rate, even granting for the sake of argument that Teodorico did not appear before the notary public, such defect did not affect the validity of the instrument.

¹⁴ *Rollo*, pp. 73-78.

¹⁵ *Id.* at 78.

¹⁶ RTC Civil Case No. SPL-0898, record, pp. 46-58.

Petitioners,¹⁷ on the other hand, countered that the trial court could not have considered respondents' evidence because their counsel failed to make a formal offer thereof. They emphasized that there was only one (1) Deed of Sale, not two (2). The only existing Deed of Sale bore the date **June 24, 1993** which they were forced to sign without receiving any consideration from respondents. This was confirmed by respondents' own witness, NBI Document Examiner Cruz who opined that there was actually no Deed of Sale dated December 14, 1995; it was the same Deed of Sale dated June 24, 1993 with altered entries. They presented a GSIS Certification stating that Teodorico reported for work on December 14, 1995, the date when the deed was supposedly executed and notarized.

The Court of Appeals' Ruling

By Decision¹⁸ dated May 20, 2014, the Court of Appeals reversed. It found that the cancellation of TCT No. 264547 was not based on the Deed of Sale dated June 24, 1993 but on the Deed of Sale dated December 14, 1995. Petitioners failed to overthrow the presumption that this Deed of Sale dated December 14, 1995 was actually executed and the consequent Torrens title, issued with regularity. Petitioners' assertion that the Deed of Sale dated December 14, 1995 was forged was unsubstantiated. Lastly, the action for reconveyance had already prescribed because TCT No. 356656 was issued on January 16, 1996 while the action was only filed in 2003.

Petitioners moved for reconsideration which the Court of Appeals denied by Resolution¹⁹ dated June 18, 2015.

The Present Petition

Petitioners now seek²⁰ affirmative relief from the Court and pray that the assailed dispositions of the Court of Appeals be reversed and a new one rendered upholding the trial court's Amended Decision dated July 6, 2010.

Petitioners essentially argue:

First, there was actually only one (1) document signed in 1993 for which they did not receive any consideration.

Second, the Court of Appeals erred when it ruled that the notarized Deed of Sale dated December 14, 1995 enjoyed the presumption of due execution since that instrument was not even formally offered in evidence by respondents. At any rate, the aforesaid presumption was sufficiently

¹⁷ RTC Civil Case No. 0898, record, pp. 78-96.

¹⁸ Penned by Justice Eduardo B. Peralta and concurred in by Associate Justices Magdangal M. De Leon and Stephen C. Cruz, *rollo*, pp. 42-51.

¹⁹ *Id.* at 71-72.

²⁰ *Id.* at 14-38.

overturned in view of the apparent alterations on the face of the instrument itself.

Third, the presumption of validity of Torrens Title does not apply to the simulated Deed of Sale dated December 14, 1995 intended as it was to evade payment of taxes. Respondents' own witness testified that the Deed of Sale dated December 14, 1995 and the Deed of Sale dated June 24, 1993 were one and the same, except that the Deed of Sale dated December 14, 1995 now carried a superimposed number 5 (1995) over number 3 (1993). The allegation of forgery, therefore, was clearly established.

Lastly, the Court of Appeals erred in holding that the action for reconveyance here already prescribed four (4) years after petitioners discovered the fraud attendant to the execution of the Deed of Sale dated December 14, 1995.

In their Comment,²¹ respondents riposte that the element of fraud was never proven because TCT No. 256656 was issued by virtue of the Deed of Sale dated December 14, 1995 and petitioners' signatures thereon were genuine. Too, it had a valid consideration of Php111,180.00. It enjoys the presumption of due execution of a public document just as their Torrens title enjoys the presumption of regularity in its issuance. Lastly, the Court of Appeals correctly held that petitioners' action for reconveyance had already prescribed.

Threshold Issues

First. Are petitioners' causes of action barred by prescription?

Second. Was there a valid conveyance of subject property in favor of respondents?

The Court's Ruling

The petition is meritorious.

Under Rule 45 of the Rules of Court, jurisdiction is generally limited to the review of errors of law committed by the appellate court. The Supreme Court is not obliged to review all over again the evidence which the parties adduced in the court *a quo*. The general rule though admits of exceptions, one of which is when the factual findings of the Court of Appeals and the trial court are conflicting or contradictory,²² as in this case.

Petitioners' action for nullity of a

²¹ *Id.* at 87-97.

²² See *Recio v. Heirs of Spouses Altamirano*, 715 Phil. 126, 137 (2013).

spurious deed sale is imprescriptible

The elementary rule is that the allegations in the complaint determine the cause of action.²³ Here, the complaint below clearly alleged an action for reconveyance of property based on null deed of sale, viz.:

12. There was no consideration for the alleged sale of the PROPERTY from plaintiffs to DANILO. There was never any agreement for the price of an alleged sale. In the Deed of Absolute Sale that DANILO coerced plaintiffs to sign, it says there that plaintiffs sold the PROPERTY to DANILO for P111,180.00 which plaintiffs allegedly received to their entire satisfaction. This is absolutely untrue. This is an insult to plaintiffs whom DANILO, by this absolutely simulated contract, are treating plaintiffs like useless people with very little intelligence. What hurts plaintiffs more is that DANILO has floated the idea that plaintiffs were constant beggars to him in the past.²⁴

xxx

xxx

xxx

16. Thus, judgment should be rendered declaring the alleged sale of the **PROPERTY** to **DANILO** void for absence of consideration, ordering the defendant **REGISTER OF CALAMBA, LAGUNA**, to cancel Transfer Certificate of Title No. T-356656 issued in the name of defendant **DANILO** and to issue a new transfer certificate of title on the **PROPERTY** in the name of plaintiff **TEODORICO M. VIOVICENTE** married to **DOMING[A] L. VIOVICENTE**.

PRAYER

WHEREFORE, it is respectfully prayed that judgment be rendered declaring the alleged sale of the **PROPERTY** to **DANILO** void for absence of consideration, ordering the defendant **REGISTER OF CALAMBA, LAGUNA**, to cancel Transfer Certificate of Title No. T-356656 issued in the name of defendant **DANILO** and to issue a new transfer certificate of title on the **PROPERTY** in the name in the name of plaintiff **TEODORICO M. VIOVICENTE** married to **DOMING[A] L. VIOVICENTE**.

Other reliefs just and equitable under the premises are likewise prayed for.²⁵

Verily, petitioners invariably alleged that they did not receive any consideration from respondents relative to the sale of the property, rendering it void.

Further, during the trial, petitioners consistently denied signing the Deed of Sale dated December 14, 1995, let alone, appearing before the notary public to acknowledge it as their voluntary act. Hence, the purported deed is spurious and consequently, void. The trial court delved on this issue without so much as an objection from respondents. Pursuant to Rule 10, Section 5 of

²³ See *Perpetual Savings Bank v. Fajardo*, 295 Phil. 794, 803 (1993).

²⁴ RTC Civil Case No. 0898, record, p. 5

²⁵ *Id.* at 8.

the 1997 Rules of Civil Procedure, therefore, the matter may be treated as though it had been raised in the pleadings. The rule pertinently states:

Section 5. Amendment to conform to or authorize presentation of evidence. — **When issues not raised by the pleadings are tried with the express or implied consent of the parties they shall be treated in all respects as if they had been raised in the pleadings.** Such amendment of the pleadings as may be necessary to cause them to conform to the evidence and to raise these issues may be made upon motion of any party at any time, even after judgment; **but failure to amend does not effect the result of the trial of these issues.** If evidence is objected to at the trial on the ground that it is not within the issues made by the pleadings, the court may allow the pleadings to be amended and shall do so with liberality if the presentation of the merits of the action and the ends of substantial justice will be subserved thereby. The court may grant a continuance to enable the amendment to be made. (emphases added)

But whether petitioners hinge their complaint on the alleged lack or absence of consideration or the Deed of Sale dated December 14, 1995 being spurious, the result would still be the same – petitioners' cause or causes of action had not prescribed. Article 1410 of the Civil Code ordains:

Article 1410. The action or defense for the declaration of the inexistence of a contract does not prescribe.²⁶

In *Santos v. Heirs of Lustre*,²⁷ the complaint alleged that the deed of sale was simulated. There, the Court ruled that the action for reconveyance on the ground that the certificate of title was obtained by means of a fictitious deed of sale is virtually an action for the declaration of its nullity, which does not prescribe.

The Court of Appeals, therefore, erred in ruling that petitioners' cause of action had already prescribed, using *D.B.T. Mar-Bay Construction, Inc. v. Panes*²⁸ where the Court decreed:

When an action for reconveyance is based on fraud, it must be filed within four (4) years from discovery of the fraud, and such discovery is deemed to have taken place from the issuance of the original certificate of title.

A forged or spurious Deed cannot be the source of ownership.

As it was, petitioners sought the cancellation of respondents' TCT No. T-356656. It was issued based on the Deed of Absolute Sale dated December

²⁶ Civil Code of the Philippines, Republic Act No. 386, June 18, 1949.

²⁷ 583 Phil. 118 (2008).

²⁸ 612 Phil. 93 (2009).

14, 1995 supposedly executed by petitioners in favor of respondents. But as records clearly show, the Deed of Absolute Sale dated December 14, 1995 was a forged or spurious document. Consider:

First. NBI Senior Document Examiner Noel Cruz testified:

**CROSS EXAMINATION
BY ATTY. VIOVICENTE**

Q Mr. Witness, you earlier testified that your basis for conducting the handwriting examination was an order from this Honorable Court?

A Yes, sir.

Q And as a matter of fact that order from this Court included not only an examination of the questioned signature but also an examination of some entries in the questioned document that were erased by snopake?

A Yes, sir.

Q Mr. Witness, for purposes of identification, can you show to us again that questioned document that you examined?

A Yes, sir.

Atty. Viovicente

This document that the witness presented to us is entitled Deed of Absolute Sale consisting of three pages, dated December 14, 1995, previously your Honor, we have marked this as our Exhibit F and series.

Atty. Viovicente (continuing):

Q Mr. Witness, did you also, aside from the handwriting analysis which was ordered by the Court, did you also comply with the order stated in that same document to examine the entries that were erased by snopake?

A Yes, sir.

Q Mr. Witness, isn't it a fact that particularly the entries that you were supposed to examine are the following: one, the figure "5" appearing on p. 2 on the year 1995, the figure "5" on the year 1995 appearing on the acknowledgment?

A Yes, sir.

Q And the figure "5" at the bottom of the acknowledgement, in the year 1995?

A Yes, sir.

Atty. Viovicente

For purposes of identification, may I be allowed to mark these portions as our exhibits. We move that the first figure appearing on the document be marked as Exhibit F-3, the figure 5 on December 1995 appearing on p. 2, as our Exhibit F-4, the figure "5" on the year 1995 appearing on p. 3 which is part of the acknowledgement, as our Exhibit F-5 the figure "5" on the year 1995 at the bottom of the acknowledgement which is part of the phrase "series of 1995."

Court Mark it

(court interpreter marking said doc.)

Atty. Viovicente (continuing):

Q Mr. Witness, according to the Order you were supposed to determine, considering that these entries were snopaked, you were supposed to determine the original entries of these snopaked figures, did you do that?

A Yes, sir.

Q Can you tell us what is the original entry of the figure "5" appearing on Exhibit F-3, can you tell us the original entry?

A It is deciphered as "3", sir.

Q How about the original entry for the figure "5" marked as Exhibit F-4?

A It is a figure "3", sir.

Q How about the original entry for the figure "5" on Exhibit F-5?

A Figure 3, sir.

Q Can you tell us how you were able to arrive at these findings?

A By using a series of lighting process and we photographed these portions which contain snopake, and it revealed the figure "3", sir.²⁹

xxx

xxx

xxx

Q Mr. Witness, on the basis of your findings on the one hand, the handwriting analysis, conclusion on the other hand, the original entry 1993 instead of 1995, what now is your conclusion, can you arrive at a conclusion as to when the signatures were actually written?

A Based on the result of the examination as to the figure "5", it was deciphered as figure "3", so the document was probably signed in 1993, sir.³⁰

Verily, the Deed dated December 14, 1995 was actually the Deed of Sale dated June 24, 1993 but altered to appear that it was executed in 1995 through the "snopaked" entries with the figure "5" superimposed on "3."

Second. Respondents duly admitted in their Answer³¹ that there was no actual sale on December 14, 1995 because the Deed of Sale on said date was unilaterally executed not by the owners Spouses Teodorico and Dominga Viovicente but by one **Phio** (brother of respondent Danilo) supposedly to avoid surcharges and penalties, viz.:

25. This can be explained more succinctly by Phio, the brother of Defendant Danny, who actually processed the transfer. After Annex "C" of the Complaint was voluntarily signed by the Plaintiffs, Defendant Danny, who knew nothing about legal documentation and processes, gave said deed to his brother Phio for the eventual transfer of the title, together with the

²⁹ TSN dated June 16, 2006, Civil Case No. SPL-0898, pp. 10-12.

³⁰ *Id.* at 16.

³¹ RTC Civil Case No. SPL-0898, record, pp. 41-52.

funds for the expenses, consisting mainly of taxes and fees to be paid the government.

26. However, since Phio was not able to process the transfer within the reglementary period, and processing it thereafter would mean paying surcharges and penalties on the taxes, Phio printed an identical deed, except the date, caused this second deed to be signed by Plaintiffs, had it notarized, and eventually processed the transfer.³²

Since the Deed of Sale dated December 14, 1995 was Phio's own making, there was, therefore, no actual sale of subject property made on said date by the real owners herein petitioners Spouses Teodorico and Dominga Viovicente.

Third. Teodorico categorically denied having signed the said deed and was able to prove that it was physically impossible for him to personally appear before the Notary Public in Makati City for its notarization on December 14, 1995:

CONTINUATION OF DIRECT
EXAMINATION BY
ATTY. VIOVICENTE

Q Mr. Witness, during the last hearing, you testified that you first learned about the transfer of the property from your name to the name of Danilo in the year 2002?

A Yes, sir.

Q What was the document used as basis, if you know, by the Register of Deeds to transfer the title over the property from your name to the name of defendant Danilo?

A Deed of Sale, deed of absolute sale, sir.

Q Can you recall the year or date when that deed of absolute sale was supposedly executed?

A December 14, 1995, sir.³³

xxx xxx xxx

Q Did you execute this document?

A No, sir, I only signed once when I was forced and intimidated to sign.³⁴

xxx xxx xxx

Q Going back to the deed of sale which was supposedly executed on December 14, 1995, and on the portion of the acknowledgement by the notary public, it says here "before me a notary public for and in Manila on the 14th day of December, 1995, personally appeared Teodorico Viovicente", do you confirm that?

³² *Id.* at 47-48.

³³ TSN dated December 5, 2003, Civil Case No. SPL-0898, p. 2.

³⁴ *Id.* at 4.

A No, sir.

Q Where were you on December 14, 1995?

A On December 14, 1995 I was in Tacloban working at the GSIS being an employee thereat, sir.

Q Do you have a certification to prove that?

A Yes, sir.

Q If that certification is shown to you, can you identify it?

A Yes, sir.

Q I am showing to you a certification dated August 15, 2003, previously marked as Exhibit I for the plaintiffs, appearing on the letterhead of the Republic of the Philippines, Government Service Insurance System, Tacloban City Branch, are you referring to this certification?

A Yes, sir.

Q Your Honor, may I read into the records a portion of this certification which states: "This is to certify that as per records, Mr. Teodorico Viovicente, a retired employee of this branch office was present on December 14, 1995." Going back to Exhibit H which was previously identified by the witness, may I request that the portion on the upper right corner which shows that stamp receipt April 25, 1995 be bracketed and submarked as Exhibit H-2.

Court Mark it.³⁵

Surely, the above circumstances are sufficient to overthrow the presumption of genuineness and due execution of the supposed Deed of Sale dated December 14, 1995. As it was, the deed is marred by irregularities from execution to notarization, leading us to only one conclusion --- the Deed of Sale dated December 14, 1995 is a forged or spurious document, hence, void. Consequently, TCT No. 356656 which emanated from said Deed, is also void.³⁶

In *Heirs of Arao v. Heirs of Eclipse*,³⁷ the Court held that title cannot be used to validate the forgery or cure a void sale. Verily, the registered owner does not thereby lose his title, and neither does the assignee in the forged deed acquire any right or title to the property. Since the Deed of Absolute Sale dated September 5, 1969 was void, all TCTs which were issued by virtue of the said spurious and forged document were also null.

So must it be.

There was no valid conveyance of the property in favor of respondents

³⁵ *Id.* at 4-5.

³⁶ See *Heirs of Arao v. Heirs of Eclipse*, G.R. No. 211425, November 19, 2018.

³⁷ G.R. No. 211425, November 19, 2018.



At any rate, there was never any valid conveyance of the property in favor of respondents. Whether respondents base their claim of ownership on the Deed of Absolute Sale dated December 14, 1995 or Deed of Sale dated June 24, 1993 is immaterial. Both were void. The first was spurious or forged; the second did not have any consideration in exchange for the supposed sale of the lot.

Article 1458 of the Civil Code defines contract of sale, thus:

Art. 1458. By the contract of sale one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other *to pay therefor a price certain* in money or its equivalent. (Emphasis supplied)

The elements of a valid contract of sale are: (1) consent or meeting of the minds; (2) determinate subject matter; and (3) price certain in money or its equivalent.³⁸ Absent any of the elements, the sale is fictitious or otherwise void. Specifically, Article 1471 of the Civil Code decrees that if the price in a contract of sale is simulated, the sale is void.³⁹

Here, petitioners denied ever receiving a single centavo from respondents:

- Q Mr. Witness, how was this property transferred to Danilo?
A It was transferred to him on the basis of the document which I signed, sir.
- Q When did you sign that document?
A On June 24, 1993, sir.
- Q Can you tell us the circumstances as to how you signed this document?
A On June 24, 1993, Danilo went to Tacloban, and right then and there, upon his arrival in our house, he asked us to sign the document by saying "Here is the document, sign it."
- Q What was the tone of his voice when he told you to sign the document?
A His voice was in a forceful and intimidating manner, sir.
- Q Who were present at that time?
A My wife, I and our youngest son, Teodorico, Jr., sir.
- Q What did you tell him after he told you to sign that document?
A I said "I will not sign this because this will be used by your siblings when they study in Manila."
- Q When you said that, what was his reaction?

³⁸ See *Province of Cebu v. Heirs of Morales*, 569 Phil. 641, 648 (2008).

³⁹ See *Spouses Joaquin v. Court of Appeals*, 461 Phil. 761, 772 (2003).

A He was very angry, he ran approaching me, raising the briefcase he was carrying, and threw it at me, but fortunately I was not hit by the briefcase, sir.

Q When you said the brief case was thrown to you, towards what direction or part of your body was it thrown?

A To my head, sir.

Q How did you feel at that point?

A I was afraid, I seemed to have a mental black out, sir.

Q And then what did Danilo do after that?

A He shouted at my face point blank . . . (witness answering in the vernacular)

Q May I ask your Honor that the answer of the witness be quoted in the vernacular?

A He said "nganong dili ka man mo pirma, ako man kaha nang ba'ay sa Pacita."

Q Will you give us the English translation of that statement?

A "Why will you not sign the document when the house is mine."

Q Then, what did you do?

A Fearing for his body language indicating intimidating action against me, I acceded to the signing of the document, sir.

Q How old were you then?

A I was 58 years old.

Q And your wife?

A She was 57, sir.

Q And Danilo?

A 34 years old, sir.⁴⁰

xxx

xxx

xxx

Q How much, if any, was paid by Danilo to you for the sale of this property?

A *I did not receive any amount, sir.*⁴¹ (Emphasis supplied)

Dominga Viovicente corroborated Teodorico's testimony:

Q There is a signature on top of the name Dominga L. Viovicente, whose signature is that?

A This is my signature, Sir.

Q And there is a signature on top of the name of Teodorico M. Viovicente, whose signature is that?

A This is the signature of my husband, Sir.

Q Still, on this document, who asked you, if any, to sign that document?

A Danilo is the one who forced us to sign this document, Sir.

⁴⁰ TSN, dated November 21, 2003, pp. 10-11.

⁴¹ *Id.* at 12.

Q Where did this happen?

A In Tacloban City, Sir.

Q What exactly did he tell you when he asked you to sign this document?

A He said, pirma, pirma, unsa dili mo magpirma?

ATTY. VIOVICENTE

Your Honor please, I move that the vernacular be quoted, your Honor. Your Honor, may I be allowed to make a translation? The translation to that your Honor, you sign, you sign, if you will not sign. . . I manifest your Honor that the witness has reenacted the tone of the voice of Danilo, Your Honor. The witness is now crying, your Honor.

Q How far was he Madam Witness from you when he said this pirma, pirma?

ATTY. VIOVICENTE

Your Honor, the witness is illustrating that Danilo was an arms length from her, your Honor.

Q What was the tone of the voice of Danilo?

A Loud voice, he was angry with us, Sir.

Q You said loud voice?

A Yes, Sir.

Q To whom was he directing this loud voice and his anger when he said pirma, pirma?

A To me and my husband, Sir.

Q Where was your husband then?

A Beside me, Sir.⁴²

xxx xxx xxx

Q What agreement, if any, did you have with Danilo with respect to any sale of this property to him?

A Nothing, Sir.

Q On this document page 2, there is a statement to the effect that for and in consideration of the premises more specifically of the sum of P111,180.00 Philippine currency, the receipt hereof is hereby acknowledge[d] from the vendee to the entire satisfaction of the vendor[,] the said vendor does hereby sell, transfer and convey in a manner absolute and irrevocable in favor of the vendee, his heirs and assigns[,] the land above-described, together with the house and improvements existing thereon, how much, if any, did you receive from Danilo with respect to an alleged sale of this property to him?

A **Nothing, Sir.**⁴³ (Emphasis supplied)

⁴² TSN dated May 14, 2004, pp. 6-7.

⁴³ *Id.* at 9.



The trial court found these testimonies credible and held:

On its face, the Deed of Absolute Sale purports to be supported by a consideration in the form of a price certain in money. However, based on the evidence presented by plaintiffs, they were merely forced by Danilo Viovicente to sign the Deed of Absolute Sale and that they did not receive any consideration in the amount of P111,180.00 from Danilo Viovicente. There was indisputably a total absence of consideration contrary to what is stated in the Deed of Absolute Sale. Where, as in this case, the deed of absolute sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void *ab initio* for lack of consideration.⁴⁴

Danilo did not present any evidence to prove his supposed amortization payments, much less, his agreement with Teodorico that the latter will obtain a GSIS loan to purchase the property while he (Danilo) will pay the amortizations thereof. Meanwhile, Teodorico presented GSIS Certification dated May 12, 1986⁴⁵ certifying that Teodorico was granted a housing unit at Pacita Complex II, Laguna on June 1, 1983 costing ₱111,180.00 and had been paying monthly amortization of ₱1,317.07. GSIS Certification dated February 12, 2002⁴⁶ certified that Teodorico's housing loan was already fully paid on December 8, 1992 under OR No. 507693421.

*Spouses Lequin v. Spouses Vizconde*⁴⁷ decreed that where the deed of sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void *ab initio* for lack of consideration.⁴⁸

Similarly, in *Labagala v. Santiago*,⁴⁹ the Court declared void for want of consideration the sale of the property. Admittedly, Labagala did not pay any centavo for the property, which makes the sale void pursuant to Article 1471 of the Civil Code.

In sum, TCT No. 356656 is void because, for one, it was issued based on a spurious Deed of Sale unilaterally executed on December 14, 1995. For another, the Deed absolutely lacked consideration from respondents.

All told, the Court of Appeals erred when it reversed the trial court's decision and dismissed the complaint.

ACCORDINGLY, the petition is **GRANTED**. The Decision dated May 20, 2014 and Resolution dated June 18, 2015 of the Court of Appeals in CA-G.R. CV No. 95525 are **REVERSED** and the Regional Trial Court's Amended Decision dated July 16, 2010 in Civil Case No. SPL-0898, **REINSTATED**.

⁴⁴ *Rollo*, p. 77.

⁴⁵ RTC Case No. SPL-0898, record, p. 171.

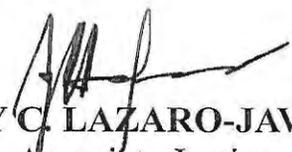
⁴⁶ *Id.* at 170.

⁴⁷ 618 Phil. 409 (2009).

⁴⁸ *Id.*

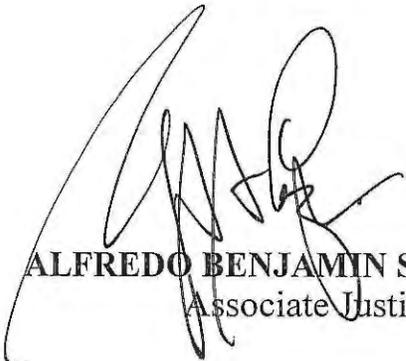
⁴⁹ 422 Phil. 699 (2001).

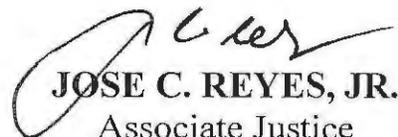
SO ORDERED.


AMY C. LAZARO-JAVIER
Associate Justice

WE CONCUR:


DIOSDADO M. PERALTA
Chief Justice
Chairperson


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


JOSE C. REYES, JR.
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 Decision 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