



**Republic of the Philippines
Supreme Court
Manila**

THIRD DIVISION

HEIRS OF AQUILINO RAMOS, G.R. No. 271934
 represented by **WILBUR M. RAMOS, MARILOU G. ILAGAN, LYDIA GALARRITA, BENJAMIN GALARRITA, THE MUNICIPAL ASSESSOR OF ALUBIJID, MISAMIS ORIENTAL, and PROVINCIAL ASSESSOR OF MISAMIS ORIENTAL,**
 Petitioners,

- versus -

PROSALITA BAGARES and DANTON BAGARES, represented by PROSERFINA GALARRITA,
 Respondents.

X-----X
MARILOU G. ILAGAN, BENJAMIN GALARRITA, and ELYER GALARRITA,
 Petitioners,

X-----X
G.R. No. 272834
[Formerly UDK No. 18020]

- versus -

PROSALITA GALARRITA and DANTON BAGARES, represented by

M

PROSERFINA GALARRITA,*
Respondents.

Present:

CAGUIOA, J., *Chairperson*,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH,** JJ.

Promulgated:

November 27, 2024

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D E C I S I O N

INTING, J.:

Before the Court are consolidated Petitions for Review on *Certiorari*¹ assailing the Decision² dated May 31, 2023, of the Court of Appeals (CA) in CA-G.R. CV No. 06149-MIN filed by the following: (1) the Heirs of Aquilino Ramos, represented by Wilbur M. Ramos (Wilbur), Marilou G. Ilagan (Marilou), Lydia Galarrita (Lydia), and Benjamin Galarrita (Benjamin); and (2) Marilou, Benjamin, and Elyer Galarrita (Elyer) (collectively, petitioners).

The CA affirmed the Decision³ dated March 19, 2019, of Branch 44, Regional Trial Court (RTC), Initao, Misamis Oriental in Civil Case No. 2004-487 which granted the complaint for Declaration of Nullity of Tampered Deed of Sale of Unregistered Land filed by Prosalita Galarrita Bagares (Prosalita) and Danton Bagares (Danton), represented by Proserfina Galarrita (Proserfina) (collectively, respondents).

The Antecedents

Respondents alleged that on July 24, 1995, they purchased a 3,000-square meter parcel of land owned by the late Basilia Galarrita-Naguita (Basilia), situated in Lanao, Alubijid, Misamis Oriental, and identified as Lot

* Erroneously referred to as "Proserfina Galarrita Bagares." *See rollo*, G.R. No. 272834, p. 30.

** On official business.

¹ *Rollo*, G.R. No. 271934, pp. 17–29; *rollo*, G.R. No. 272834, pp. 10–18.

² *Rollo*, G.R. No. 271934, pp. 37–46. Penned by Associate Justice Oscar V. Badelles and concurred in by Associate Justices Evalyn M. Arellano-Morales and Richard D. Mordeno of the Special Twenty-First Division, Court of Appeals, Cagayan de Oro City.

³ *Id.* at 47–58. Penned by Presiding Judge Marissa P. Estabaya.

No. 12020. Said property is a portion of the 7,687-square meter landholdings of Basilia. Basilia also sold a portion of Lot No. 12020, consisting of 3,655 square meter to the Local Government of Alubijid, Misamis Oriental and the remaining portion, consisting of 1,032 square meter to Prosalita.⁴

Subsequently, Aquilino Ramos (Aquilino) filed before the Department of Environment and Natural Resources (DENR) a free patent over Lot No. 12020 consisting of 7,687 square meter. Respondents opposed the application and alleged that Aquilino deliberately tampered the Deed of Sale of Unregistered Land he submitted to the Provincial Environment and Natural Resources Office (PENRO) by changing Lot No. 12019 to Lot No. 12020. PENRO denied the free patent filed by Aquilino.⁵

Meanwhile, Marilou, Benjamin, Elyer, and Lydia were buyers of a portion of Lot No. 12020 from Aquilino. The case became the subject of barangay conciliation, but the parties failed to reach an amicable settlement of their dispute.⁶ They averred that the portion of land claimed by respondents is not the same portion they owned and possessed since 1978.⁷

On June 14, 2004, petitioners argued that their predecessor-in-interest did not tamper with the Deed. Further, they maintained that after Aquilino bought the subject property, he and the rest of them lived in the subject property until he sold some portions of it.⁸

The Ruling of the RTC

In the Decision⁹ dated March 19, 2019, the RTC ruled in favor of respondents. The RTC found that respondents, or the plaintiffs therein, presented convincing proof that the Deed of Sale of Unregistered Land presented by Aquilino was a tampered document. The dispositive portion of the RTC's decision reads:

WHEREFORE, premises considered, judgment is hereby rendered in favour of the plaintiffs and against defendants:

1. The tampered Deed of Sale of Unregistered Land is declared VOID;

⁴ *Id.* at 38.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.* at 39.

⁹ *Id.* at 47–58.

2. The tax declaration and records of Lot No. 12020 in the name of Aquilino Ramos, his heirs as well as those that may already been placed in the name of the rest of the private defendants in the Office of the Municipal Assessor of Alubijid, Misamis Oriental, as well as the Provincial Assessor of Misamis Oriental which have been made by or through the use by defendant Ramos or such that may have proceeded from the tampered Deed of Sale of Unregistered Land by Aquilino Ramos are declared VOID;

3. The Municipal Assessor of Alubijid, Misamis Oriental as well as the Provincial Assessor of the Province of Misamis Oriental are ordered to. CANCEL all tax declarations and other records on file in said office respecting Lot No. 12020 in the name of Aquilino Ramos, his heirs and his buyers, the private defendants in this case;

4. The defendants are ordered to pay, jointly and severally, the plaintiffs P20,000.00 as and for attorney's fees.

No pronouncement as to the cost of this suit.

SO ORDERED.¹⁰

Aggrieved, petitioners and Lydia appealed to the CA.

The Ruling of the CA

In the Decision¹¹ dated May 31, 2023, the CA denied petitioners' appeal. It ruled as follows: *first*, the findings of the DENR that Aquilino submitted a tampered document in relation to his free patent application for Lot No. 12020 carries great weight and should be accorded respect especially when Aquilino failed to rebut such findings; and *second*, Aquilino admitted during the barangay conciliation proceedings that he tampered with the deed of sale attached in his free patent application to Lot No. 12020, which qualifies as judicial admission. Thus, the CA concluded that the Deed of Sale of Unregistered Land in question is void; consequently, it did not transfer ownership of the land to herein petitioners because Aquilino has no title or interest in the subject property to begin with.¹²

The CA also rejected petitioners' assertion that they acquired ownership of the subject property by prescription. It explained that petitioners' adverse possession of the land for 26 years fell short of the requirements of the requirements for extraordinary acquisitive prescription to set in.¹³ Thus, the CA denied the appeal of petitioners, to wit:

¹⁰ *Id.* at 57–58.

¹¹ *Id.* at 37–46.

¹² *Id.* at 42–43.

¹³ *Id.*

WHEREFORE, the appeal is DENIED. The Decision dated March 19, 2019 of the Regional Trial Court, 10th Judicial Region, Branch 44, Initao, Misamis Oriental, in Civil Case No. 2044-487 is AFFIRMED.

SO ORDERED.¹⁴

Thus, the present petitions.

The Petitions

In **G.R. No. 271934**, the Heirs of Aquilino, represented by Wilbur, Marilou, Lydia, and Benjamin, filed a petition for review on *certiorari* under Rule 45 of the Rules of Court arguing as follows:

First, the CA erred in affirming the Decision of the RTC nullifying the Deed of Sale given that in the Deed of Sale, the object of the sale could be properly identified regardless of whether the lot number is amended or altered.¹⁵ Moreover, there were no allegations of forgery in the execution of the said deed. Thus, assuming *arguendo* that there is an error in the designation of the lot number in the Deed of Sale, any ambiguity thereof has been resolved by the execution of the Affidavit of Confirmation of Sale in 1989.¹⁶

Second, they were able to submit sketch plans or survey plans showing that the subject property, which has been in their possession, is the same lot as described in the Deed of Sale. In contrast, no sketch plan or survey was presented by respondents.¹⁷

Lastly, prescription had already set in in their favor.¹⁸

Meanwhile, in **G.R. No. 272834**, Marilou, Benjamin, and Elyer argue that the CA committed a reversible error when it ruled that: (1) they are not buyers in good faith, in accordance with Articles 526 to 529 of the Civil Code of the Philippines; and (2) their construction of a house in the subject property is not good faith.¹⁹

¹⁴ *Id.* at 45–46.

¹⁵ *Id.* at 21.

¹⁶ *Id.* at 22–23.

¹⁷ *Id.* at 24.

¹⁸ *Id.* at 25–26.

¹⁹ *Rollo*, G.R. No. 272834, pp. 14–15.

The Issue

Whether the CA erred in affirming the RTC Decision.

The Ruling of the Court

It is settled that a Rule 45 petition should only raise questions of law as the Court is not a trier of fact.²⁰ “A question of law arises when there is doubt as to what the law is on a certain state of facts, while there is a question of fact when the doubt arises as to the truth or falsity of the alleged facts.”²¹

In the case, the following issues raised are factual matters that are beyond the scope of an appeal by *certiorari* under Rule 45 of the Rules of Court: (1) whether the deed of sale of Lot No. 12020 is null and void for having been tampered with; (2) whether prescription has already set in in favor of petitioners; and (3) whether petitioners are buyers in good faith.

In any case, even *if* the consolidated petitions are given due course, they must still fail for petitioners’ failure to prove that the CA erred in affirming the ruling of the RTC in favor of respondents. As aptly observed by the CA:

In the present case, the findings of the DENR that Aquilino Ramos deliberately tampered his free patent application for Lot No. 12020 carries great weight and should be accorded respect, more so, when Aquilino Ramos failed to rebut such findings. There being no controversion, the presumption of regularity in the performance of official duties applies favorably to the DENR. This means that the DENR’s findings has become conclusive. . .

Aside from the findings of the DENR, the Court notes that Aquilino Ramos admitted during the barangay proceedings that he tampered [with] the deed of sale attached in his free patent application to Lot No. 12020. The admission by Aquilino Ramos qualifies as a judicial admission. Since such statement is judicial admission, it does not require proof according to Section 4, Rule 129 of the Rules of Court, which provides:

SEC. 4. Judicial admissions. – An admission, verbal or written, made by a party in the course of the proceedings in the same case, does not require proof. The admission may be contradicted only by showing that it was made through palpable mistake or that no such admission was made.

Since there is judicial admission that the deed of sale was tampered [with], then there is no question that the Deed of Sale of Unregistered Land

²⁰ *Trillanes IV v. Medialdea*, G.R. Nos. 241494, 256660, & 256078, April 3, 2024.

²¹ *Enriquez v. Heirs of Enriquez*, G.R. No. 215035, May 27, 2024.

selling Lot 12020 is void. Consequently, the Deed of Sale of Unregistered Land selling Lot 12020 did not transfer ownership of the land to appellants, as Aquilino Ramos had no title or interest to transfer.²² (Citations omitted)

Indeed, “the trial court’s findings of fact are entitled to great weight and will not be disturbed on appeal.”²³ “The rule finds an even more stringent application where the findings are sustained by the CA.”²⁴

Here, the Court finds no cogent reason to overturn the finding of the RTC, as affirmed by the CA, that the subject Deed of Sale is void for having been tampered with by Aquilino Ramos.

Moreover, there is no merit in the argument of the Heirs of Aquilino Ramos in G.R. No. 271934 that they acquired ownership of the subject property by prescription.

“Prescription is a mode of acquiring ownership through the lapse of time and under certain conditions.”²⁵ It may either be ordinary or extraordinary.²⁶ “Ordinary acquisitive prescription requires possession of things in good faith and with just title for a period of ten years, while extraordinary acquisitive prescription requires uninterrupted adverse possession of thirty years, without need of title or of good faith.”²⁷ As correctly observed by the CA:

In the case at bar, ordinary acquisitive prescription is unavailing as it demands that the possession be “in good faith and with just title,” and there is no evidence on record to prove [the Heirs of Aquilino Ramos’] “good faith.”

Likewise, [the Heirs of Aquilino Ramos’] adverse possession of the land fell short of the requirements for extraordinary acquisitive prescription to set in. The records show that the subject land is an unregistered land. When the [Heirs of Aquilino Ramos] filed the instant case on April 15, 2004, [they] were in possession of the land for only 26 years counted from the time of the alleged start of their possession in 1978. Obviously, it fell short of the required 30 years of uninterrupted adverse possession without just title and good faith.²⁸ (Citations omitted)

²² *Rollo*, G.R. No. 271934, pp. 42–43.

²³ *People v. PO1 Lumikid*, 875 Phil. 467, 480 (2020).

²⁴ *Cafranca v. People*, G.R. Nos. 244071 & 244208, May 15, 2024.

²⁵ *Dagangon v. Lapara Vda. De Tanquion*, G.R. No. 233076, March 22, 2023 [Notice], citing *Virtucio v. Alegarbes*, 693 Phil. 567 (2012).

²⁶ *Dagangon v. Lapara Vda. De Tanquion*, *id.*

²⁷ *Id.*

²⁸ *Rollo*, G.R. No. 271934, p. 45.

The Court likewise rejects the contention of Marilou, Benjamin, and Elyer in G.R. No. 272834 that they are buyers in good faith because they had no notice that the seller did not have the capacity to sell the subject property. The records show that Marilou, Benjamin, Elyer, and Lydia bought the property when it was still an *unregistered land*. Jurisprudence dictates that “[t]he defense of having purchased the property in good faith may be availed of only where registered land is involved and the buyer had relied in good faith on the clear title of the registered owner.”²⁹

Finally, the Court notes the following infirmities in the petition which further warrant the consolidated petitions’ denial:

In G.R. No. 271934, the Petition lacks: (a) a statement of material date of receipt of the assailed CA Decision; and (b) the proof of service thereof to the adverse parties and the CA.

In G.R. No. 272834, the timeliness of the motion for extension to file a petition for review on *certiorari* could not be determined due to an illegible postal mark. The Petition also lacks: (a) the proof of service thereof to the adverse parties and the CA; (b) a verified declaration of electronic submission of the filed soft copy of the petition as required under the Rules on E-Filing (A.M. No. 10-3-7-SC and the Efficient Use of Paper Rule (A.M. No. 11-9-4-SC); and (c) a statement of material date of filing of the motion for reconsideration of the assailed CA Decision.

Moreover, the jurat of the verification and certification of non-forum shopping lacks affiant’s current identification document issued by an official agency bearing the photograph and signature of the individual in violation of Rule II, Sections 2, 6, and 12 of the 2004 Rules of Notarial Practice, as amended by A.M. No. 02-8-13-SC dated February 19, 2008. The verification and certification of non-forum shopping, too, was signed by Benjamin *without* proof of authority to sign for and on behalf of Marilou and Elyer.

All told, the Court resolves to deny the instant petitions for: *first*, raising factual issues; *second*, being procedurally defective; and *third*, failure of petitioners to show that the CA committed any reversible error as to warrant the Court’s exercise of its discretionary appellate jurisdiction.

However, the Court finds it proper to delete the award of attorney’s fees, in line with prevailing jurisprudence.

²⁹ *Daclag v. Macahilig*, 582 Phil. 138, 157 (2008).

Attorney's fees are awarded by the court only in the instances specified in Article 2208 of the Civil Code.³⁰ Thus, it is necessary for the courts to make findings of fact and law that would justify its award. When it is awarded, "the basis for the grant must be clearly expressed in the decision of the court."³¹ In *PNCC. v. APAC Marketing Corp.*,³² the Court explained:

We have consistently held that an award of attorney's fees under Article 2208 demands factual, legal, and equitable justification to avoid speculation and conjecture surrounding the grant thereof. Due to the special nature of the award of attorney's fees, a rigid standard is imposed on the courts before these fees could be granted. Hence, it is imperative that they clearly and distinctly set forth in their decisions the basis of the award thereof. It is not enough that they merely state the amount of the grant in the dispositive portion of their decisions. It bears reiteration that the award of attorney's fees is an exception rather than the general rule; thus, there must be compelling legal reason to bring the case within the exceptions provided under Article 2208 of the Civil Code to justify the award.³³ (Citations omitted)

In the case, both the RTC and the CA Decisions failed to cite any factual, legal, and/or equitable justification for the award of attorney's fees in favor of respondents.³⁴ The RTC merely stated the amount of attorney's fees in the dispositive portion of its Decision. Likewise, the CA merely affirmed the RTC ruling without an explanation as to the legality of the award. Thus, the attorney's fees awarded was improper and must be deleted.

ACCORDINGLY, the consolidated petitions are **DENIED**. The Decision dated May 31, 2023, of the Court of Appeals in CA-G.R. CV No.

³⁰ Art. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

- (1) When exemplary damages are awarded;
- (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;
- (3) In criminal cases of malicious prosecution against the plaintiff;
- (4) In case of a clearly unfounded civil action or proceeding against the plaintiff;
- (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim;
- (6) In actions for legal support;
- (7) In actions for the recovery of wages of household helpers, laborers and skilled workers;
- (8) In actions for indemnity under workmen's compensation and employer's liability laws;
- (9) In a separate civil action to recover civil liability arising from a crime;
- (10) When at least double judicial costs are awarded;
- (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

In all cases, the attorney's fees and expenses of litigation must be reasonable.

³¹ *PNCC v. APAC Marketing Corp.*, 710 Phil. 389, 396 (2013).

³² *Id.*

³³ *Id.* at 396.

³⁴ *Id.*

06149-MIN is **AFFIRMED** with **MODIFICATION**, in that the award of attorney's fees is **DELETED**.

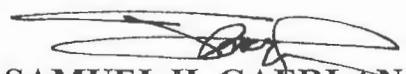
SO ORDERED.

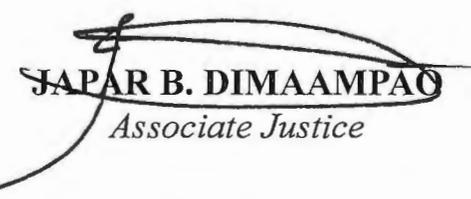

HENRI JEAN PAUL B. INTING
Associate Justice

WE CONCUR:


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

*See
Concurring
Opinion*

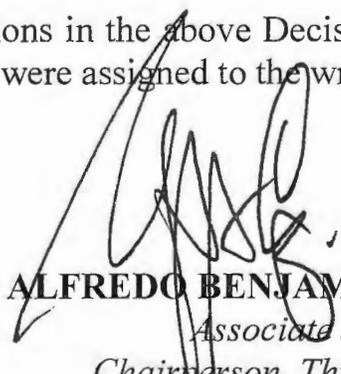

SAMUEL H. GAERLAN
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice

On official business
MARIA FILOMENA D. SINGH
Associate Justice

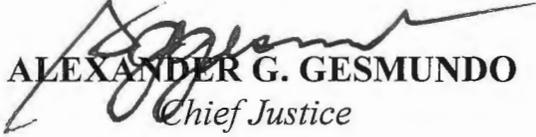
ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the cases were assigned to the writer of the opinion of the Court's Division.


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the cases were assigned to the writer of the opinion of the Court's Division.


ALEXANDER G. GESMUNDO
Chief Justice

