

THIRD DIVISION

G.R. No. 271934 – HEIRS OF AQUILINO RAMOS, 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, v. PROSALITA G. BAGARES and DANTON BAGARES, represented by PROSERFINA GALARRITA, Respondents; and

G.R. No. 272834 (Formerly UDK No. 18020) – MARILOU G. ILAGAN, BENJAMIN GALARRITA, and ELYER GALARRITA, Petitioners, v. PROSALITA GALARRITA BAGARES and DANTON BAGARES, represented by PROSERFINA GALARRITA BAGARES, Respondents.

**Promulgated:
November 27, 2024**

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CONCURRING OPINION

CAGUIOA, J.:

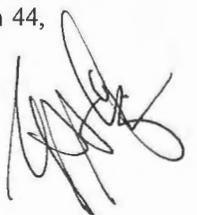
The consolidated Petitions for Review on *Certiorari*¹ (consolidated Petitions) filed by the Heirs of Aquilino Ramos (Heirs of Aquilino), represented by Wilbur M. Ramos (Wilbur), Marilou G. Ilagan (Marilou), Lydia Galarrita (Lydia), and Benjamin Galarrita (Benjamin), and that filed by Marilou, Benjamin, and Elyer Galarrita (Elyer) (collectively, petitioners), assail the Decision² of the Court of Appeals (CA) dated May 31, 2023 in CA-G.R. CV No. 06149-MIN. The CA affirmed the Regional Trial Court’s (RTC) grant³ of 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 Bagares (Proserfina) (collectively, respondents), on the ground that respondents were able to present convincing proof that the Deed of Sale of Unregistered Land (Deed of Sale) presented by Aquilino Ramos (Aquilino) was a tampered document.

In G.R. No. 271934, the Heirs of Aquilino argued that: (1) the CA erred in affirming the RTC’s Decision nullifying the Deed of Sale considering that the object of the sale therein could be properly identified regardless of whether

¹ *Rollo* (G.R. No. 271934), pp. 17–31; *rollo* (G.R. No. 272834), pp. 10–18.

² *Rollo* (G.R. No. 271934), pp. 37–46; *rollo* (G.R. No. 272834), pp. 80–89. Penned by Associate Justice Oscar V. Badelles, with the concurrence of Associate Justices Evalyn M. Arellano-Morales and Richard D. Mordeno of the Special Twenty-First Division, Court of Appeals, Cagayan de Oro City.

³ *Rollo* (G.R. No. 271934), pp. 47–58; *rollo* (G.R. No. 272834), pp. 56–67. The Decision dated March 19, 2019 in Civil Case No. 2004-487 was rendered by Presiding Judge Marissa P. Estabaya of Branch 44, Regional Trial Court of Initao, Misamis Oriental.



the lot number was altered, and that there were no allegations of forgery in the execution of said Deed of Sale; (2) they were able to submit sketch plans or survey plans showing that the subject property in this case, which have been in their possession, is the same lot as described in the Deed of Sale; and (3) prescription had already set in in their favor.

On the other hand, in G.R. No. 272834 Marilou, Benjamin, and Elyer argued that the CA committed a reversible error when it ruled that they are not buyers in good faith, in accordance with Articles 526 to 529 of the Civil Code of the Philippines.

The *ponencia* denies the consolidated Petitions and affirms the CA's Decision with modification that the award of attorney's fees is deleted.

I agree with the *ponencia*.

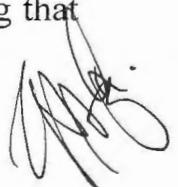
It is worth highlighting that the Heirs of Aquilino's adverse possession of the subject property for 26 years fell short of the requirements for extraordinary acquisitive prescription to set in. In this regard, Marilou, Benjamin, Elyer, and Lydia's defense of good faith is unavailing given the factual circumstances.

Brief review of the facts

The late Basilia Galarrita-Naguita owned a parcel of land identified as Lot No. 12020 (subject property) situated in Lanao, Alubijid, Misamis Oriental. In 1995, respondents alleged that they purchased a 3000-square-meter portion thereof. Subsequently, Aquilino filed a free patent application over the entire subject property before the Department of Environment and Natural Resources (DENR). Respondents opposed this, alleging that Aquilino deliberately tampered the Deed of Sale he submitted to the Provincial Environment and Natural Resources Office (PENRO) by changing the Lot Number thereon. The PENRO denied such application.

Meanwhile, Marilou, Benjamin, Elyer, and Lydia were buyers of a portion of the subject property from Aquilino. Respondents turned to the barangay for conciliation, which proved futile and eventually led to respondents' complaint. In their Joint Answer, Marilou, Benjamin, Elyer, and Lydia averred that the portion of land claimed by respondents is not the same as the portion they owned and possessed since 1978. For their part, in their Answer with Counterclaim the Heirs of Aquilino argued that their predecessor-in-interest did not tamper with the Deed of Sale. They maintained that after Aquilino bought the subject property, he and the rest of them lived thereon until he sold some portions.

In its Decision, the RTC ruled in favor of respondents, or plaintiffs therein, finding that they were able to present convincing proof that the Deed of Sale was tampered with. The CA denied petitioners' appeal, holding that



the findings of the DENR that Aquilino submitted a tampered document in relation to his free patent application carries great weight and should be accorded respect, bolstered by the fact that he failed to rebut such findings. Further, Aquilino himself admitted during barangay conciliation proceedings that he tampered with the Deed of Sale attached to his free patent application. On this score, the Deed of Sale is void and did not transfer ownership of the subject property to petitioners considering that Aquilino had no title or interest in the subject property to begin with.

The CA likewise rejected the Heirs of Aquilino's assertion that they acquired ownership of the subject property by prescription. Their adverse possession thereof for 26 years fell short of the requirements for extraordinary acquisitive prescription to set in.

I concur with the disposition of the case. As aptly discussed by the *ponencia*, the issues raised in this case are factual matters that are beyond the scope of an appeal by *certiorari* under Rule 45 of the Rules of Court, i.e., whether the Deed of Sale is null and void for having been tampered with; whether prescription has set in in favor of the Heirs of Aquilino; and whether Marilou, Benjamin, and Elyer are buyers in good faith.

On the Matter of Acquisitive Prescription

I take this opportunity to highlight the principles behind acquisitive prescription of unregistered lands. Prescription, in general, is a mode of acquiring or losing ownership and other real rights through the lapse of time in the manner and under the conditions laid down by law.⁴ Prescription may be further classified into ordinary or extraordinary acquisitive prescription.

In the former case, there must be possession in good faith and just title. Such possession need only be for 10 years for acquisitive prescription to set in.⁵ A possessor's good faith consists of their reasonable belief that the person from whom they receive a thing was the owner thereof and could thus transmit their ownership over it.⁶ Moreover, there is just title when the adverse claimant came into possession of the property through one of the modes recognized by law for the acquisition of ownership or other real rights, but the grantor was not the owner or could not transmit any right.⁷

On the other hand, should one's possession over property be without good faith and just title, acquisitive prescription can only be extraordinary in character.⁸ Thus, for purposes of extraordinary prescription, only possession in the "concept of an owner, public, peaceful, and uninterrupted" is required

⁴ *Oño v. Lim*, 628 Phil. 418, 427 (2010) [Per J. Bersamin, First Division].

⁵ CIVIL CODE OF THE PHILIPPINES, art. 1134.

⁶ CIVIL CODE OF THE PHILIPPINES, art. 1127.

⁷ CIVIL CODE OF THE PHILIPPINES, art. 1129.

⁸ *Republic of the Philippines v. Sadca*, 916 Phil. 651, 664 (2021) [Per J. Leonen, Third Division], citing *Marcelo v. Court of Appeals*, 365 Phil. 354, 362 (1999) [Per J. Vitug, Third Division].



and there is no need to prove good faith and just title.⁹ Further, extraordinary acquisitive prescription requires uninterrupted adverse possession for 30 years.¹⁰

Notably, in either case of ordinary acquisitive prescription, not only should the possessor have the capacity to acquire property through prescription, but their possession must also be adverse, or in the concept of an owner.¹¹ Such possession must be public, peaceful and uninterrupted. Possession must be under a claim of ownership and not by mere tolerance. Along the same vein, mere possession with a juridical title, such as by a usufructuary, a trustee, a lessee, an agent or a pledgee, will generally not ripen into ownership by acquisitive prescription.¹² Further, such property must be capable of acquisition by prescription, i.e., alienable. Lastly, the period set by law must be complied with.

Again, it bears stressing that for possession to constitute the foundation of a prescriptive right, it must be *en concepto de dueno*. In common law terms, possession should be adverse. Otherwise, possessory acts, no matter how long, do not start the running of the period of prescription.¹³ Thus, the factual circumstances for each case should be examined to ascertain the point in time from which the period of acquisitive prescription should be reckoned. Moreover, the evidence relative to the possession upon which the alleged prescription is based must be clear, complete, and conclusive in order to establish prescription.¹⁴

With the foregoing in mind, the *ponencia* correctly relied on jurisprudence affirming the rule on extraordinary acquisitive prescription. Here, the Heirs of Aquilino filed the instant case on April 15, 2004 when they were in possession of the subject property for only 26 years, counted from the time of the alleged start of their possession in 1978. Clearly, the Heirs of Aquilino's claim of acquisitive prescription is misplaced and must fail.

As an aside, I likewise take this opportunity to briefly point out that the shortened 20-year prescriptive period provided by Section 14 of Presidential Decree No. 1529,¹⁵ as amended by Section 6 of Republic Act No. 11573,¹⁶ finds specific application only in cases of judicial confirmation of title under Presidential Decree No. 1529. Moreover, said period applies not to private lands, but to those deemed alienable and disposable lands of the public domain

⁹ *Republic of the Philippines v. Sadca, id.*

¹⁰ CIVIL CODE OF THE PHILIPPINES, art. 1137.

¹¹ CIVIL CODE OF THE PHILIPPINES, art. 1118.

¹² *Marcelo v. Court of Appeals, supra* note 8.

¹³ *Id.*; See also *Heirs of Roger Jarque v. Jarque*, 843 Phil. 604, 624 (2018) [Per J. Jardeleza, First Division], and *AFP v. Amogod*, 889 Phil. 846, 866 (2020) [Per J. Gaerlan, First Division].

¹⁴ *Abalos v. Heirs of Vicente Torio*, 678 Phil. 691, 702 (2011) [Per J. Peralta, Third Division].

¹⁵ Property Registration Decree.

¹⁶ An Act Improving the Confirmation Process for Imperfect Land Titles, Amending for the Purpose Commonwealth Act No. 141, as Amended, Otherwise Known as "The Public Land Act," and Presidential Decree No. 1529, as Amended, Otherwise Known as the "Property Registration Decree", approved on July 16, 2021.

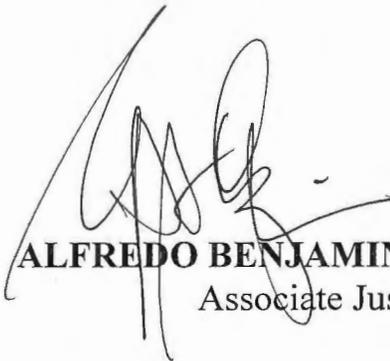


not covered by existing certificates of title or patents under a bona fide claim of ownership, the latter being subject to the evidentiary requirements provided by Section 7 of Presidential Decree No. 1529.¹⁷

***Unregistered Land vis-à-vis
Buyers in Good Faith***

The *ponencia* correctly rejected the contention of Marilou, Benjamin, and Elyer that they are buyers in good faith since they had no notice that Aquilino had no capacity to sell the subject property. It bears stressing that one who purchases unregistered land does so at their own peril. Claims of having bought land in good faith, i.e., without notice that some other person has a right to or interest in the property, would not protect a buyer if it turns out that the seller does not actually own the property.¹⁸

Based on these premises, I vote to **DENY** the consolidated Petitions for Review on *Certiorari*.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

¹⁷ *Republic of the Philippines v. Pasig Rizal Co., Inc.*, 919 Phil. 622, 656–659 (2022) [Per J. Caguioa, *En Banc*].

¹⁸ *Id.*