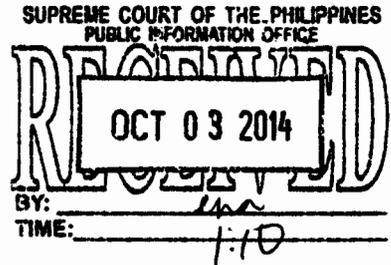




Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

NOTICE



Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **September 1, 2014** which reads as follows:*

“G.R. No. 212801 [Formerly UDK-15104] (Maria Acosta Francisco, Jeffrey A. Francisco, and Janet Acosta Francisco v. Antonio Y. Montes and Herminia Awigan, Clerk of Court and Ex-Officio Sheriff Atty. Gemma Lucero-Peliño,* and The Register of Deeds of Valenzuela City). - After a judicious review of the records, the Court resolves to **DENY** the instant petition and **AFFIRM** the February 25, 2014 Decision¹ and May 29, 2014 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 100006 for failure of Maria Acosta Francisco, Jeffrey A. Francisco, and Janet Acosta Francisco (petitioners) to show that the CA committed any reversible error in upholding the dismissal of their complaint for annulment of mortgage and extrajudicial foreclosure, and reconveyance of title.

As aptly held by the CA, petitioners, who have already benefitted from the loan and mortgage transaction, are already estopped from assailing the validity and due execution of the second mortgage deed, which all three of them signed on May 27, 2002 despite their knowledge that petitioner Janet Acosta Francisco was still a minor at that time. Having given their approval and conformity to the mortgage which was relied upon by the respondents, petitioners are bound by said contract. Janet’s minority only rendered the contract voidable to the extent of her share in the

- over – two (2) pages.....

* “Pelno” in some parts of the record.

¹ *Rollo*, pp. 20-31. Penned by Associate Justice Ramon R. Garcia with Associate Justices Rebecca De Guia-Salvador and Danton Q. Bueser, concurring.

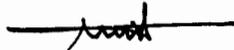
² *Id.* at 33-34.

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property, pursuant to Articles 1327³ and 1390⁴ of the New Civil Code. Since Janet failed to seek the annulment thereof within the four-year prescriptive period under Article 1391⁵ of the same Code, she is deemed to have ratified the contract. While petitioners are correct in pointing out that a defective notarization will strip the mortgage deed of its public character and reduce it to a private instrument, nonetheless, their admission of their indebtedness to respondents and the non-payment thereof, and the fact that they actually signed the questioned mortgage deed, preponderate against the alleged invalidity of said document.

SO ORDERED.” SERENO, C. J., on leave; **VELASCO, JR., J.**, acting member per S.O. No. 1772 dated August 28, 2014.

Very truly yours,


EDGAR O. ARICHETA
Division Clerk of Court
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The Register of Deeds
1440 Valenzuela City

Court of Appeals (x)
Manila
(CA-G.R. CV No. 100006)

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The Hon. Presiding Judge
Regional Trial Court, Br. 270
1440 Valenzuela City
(Civil Case No. 115-V-10)

Atty. Gemma Lucero-Peliño
Respondent
Clerk of Court and Ex-Officio Sheriff
Regional Trial Court
1440 Valenzuela City

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³ Article 1327 of the New Civil Code reads:

Art. 1327. The following cannot give consent to a contract:

(1) Unemancipated minors.

⁴ Article 1390 of the New Civil Code reads:

Art. 1390. The following contracts are voidable or annulable, even though there may have been no damage to the contracting parties:

(1) Those where one of the parties is incapable of giving consent to a contract.

⁵ Article 1391 of the New Civil Code reads:

Art. 1391. The action for annulment shall be brought within four years.