



Republic of the Philippines
Supreme Court
 Manila

SUPREME COURT OF THE PHILIPPINES
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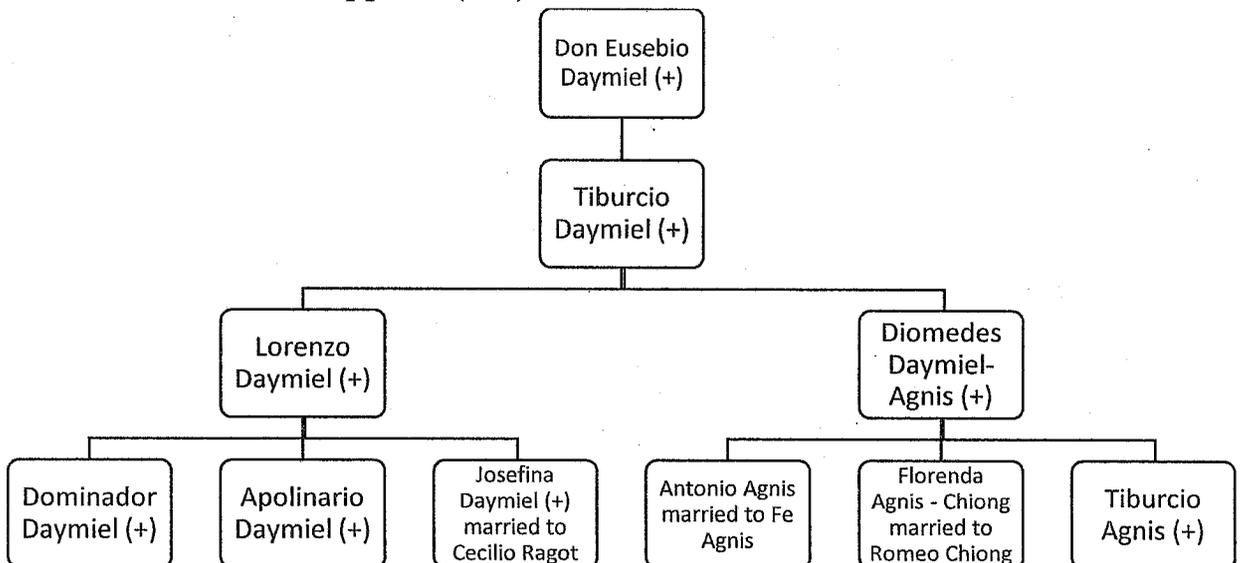
THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **June 8, 2020**, which reads as follows:

“G.R. No. 236506 (*Heirs of Lorenzo Daymiel, namely: Dominador K. Daymiel [now represented by his heirs]; Apolinario K. Daymiel [now represented by his heirs, namely: Madeline Daymiel-Viloria, Yolanda Daymiel de Castro, Jovena Daymiel-Acojedo, Alberto J. Daymiel, Ma. Nympha T. Daymiel, Maridel Daymiel-Morandarte, and Ma. Imelda Daymiel-Gandola]; and Josefina K. Daymiel [represented by her heirs, Cecilio Ragot, and children: Celciuse, Rolando, Romel, all surnamed Ragot, and Jocelyn Ragot-Rivera, and Florabelle Ragot-Egar] v. Heirs of Diomedes Daymiel-Agnis, namely: Antonio Agnis, Florenda Agnis-Chiong, Heirs of Tiburcio Agnis, Grace, Karin, and Ryan Agnis, Hedy Agnis-Catane, Shirley Agnis-Julien, Manuel Agnis, Jose Agnis and Dahlia Agnis, and Romeo Chiong*). – This is a Petition for Review on *Certiorari*¹ of the Decision² dated July 19, 2017 and the Resolution³ dated December 5, 2017 of the Court of Appeals (CA) in CA-G.R. CV No. 04128-MIN.



¹ *Rollo*, pp. 16-43.

² Penned by Associate Justice Ruben Reynaldo G. Roxas, with Associate Justices Edgardo A. Camello and Rafael Antonio M. Santos, concurring; id. at 45-64.

³ Penned by Associate Justice Ruben Reynaldo G. Roxas, with Associate Justices Ronaldo B. Martin and Perpetua T. Atal-Pano, concurring; id. at 80-84.

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Don Eusebio Daymiel (Don Eusebio) acquired a parcel of land (Lot No. 6659) prior to 1900 by virtue of a *Titulo Informacion de Posesoria* issued to him by the government described as follows:

Lot No. 6659, Pls-460, bounded on the North by Lot No. 6690, Pio Daymiel; on the south-East by Lots 6663, 6662, 6651 and 6650; the East by Lot 7339, 6667 and 6661; on the North-East by Lots 7333 and 7334; containing an area of **17.2790 hectares, more or less** situated in Liang, Larayan, Dapitan City.⁴ (Emphasis supplied)

Tiburcio Daymiel (Tiburcio) inherited Lot No. 6659 from Don Eusebio. When Tiburcio died in 1945, he left behind two children, namely: (1) Lorenzo Daymiel (Lorenzo); and (2) Diomedes Daymiel-Agnis (Diomedes).⁵ As siblings, they were supposed to divide the property equally but it was discovered that the following documents notarized by Notary Public Atty. Pacifico Cimafranca (Atty. Cimafranca) exist in connection with Lot No. 6659⁶:

1. **Deed of Extra-Judicial Partition**⁷ dated **January 6, 1966** purportedly executed/ signed by Diomedes, Apolinario Daymiel, Dominador Daymiel and Josefina Daymiel (Josefina) wherein Lot 6659 was divided into two (2): $\frac{1}{2}$ share was adjudicated to the children of Lorenzo Daymiel, namely: Apolinario, Dominador, and Josefina, and $\frac{1}{2}$ share to Diomedes.
2. **Deed of Absolute Sale**⁸ purportedly executed/ signed by Dominador K. Daymiel dated **April 26, 1965** selling all his share in Lot 6659 in favor of Romeo Chiong.
3. **Deed of Absolute Sale**⁹ purportedly executed/ signed by Apolinario K. Daymiel dated **July 29, 1965** selling his entire $\frac{1}{6}$ share of Lot 6659 in favor of Romeo Chiong.

In 1995, the Heirs of Lorenzo, led by his children Dominador, Apolinario, and Josefina, filed a Complaint for Declaration of Nullity of Documents, Partition, Reconveyances, Accounting, and Damages¹⁰ against their aunt Diomedes and the latter's son-in-law, Romeo Chiong (Romeo). In their Complaint, they denied signing or participating in the execution of the Deed of Extra-Judicial Partition dated January 6, 1966 and claimed that the document was forged.¹¹ Dominador denied executing the Deed of Absolute Sale dated April 26, 1965 selling his entire share in Lot No. 6659 and claimed that the signature appearing in it is not his.¹² Apolinario also denied executing the Deed of Absolute Sale dated July 29, 1965 selling his entire

⁴ Id. at 96.

⁵ Id. at 96-97.

⁶ Id. at 97.

⁷ Id. at 92.

⁸ Id. at 93.

⁹ Id. at 94.

¹⁰ Id. at 95-102.

¹¹ Id. at 97.

¹² Id. at 98.

share in Lot No. 6659 and claimed his signature was forged.¹³ The Heirs of Lorenzo further alleged that their rights and/or shares over the property in question have not been lost because the property remains registered in the name of the late Tiburcio.¹⁴

Nonetheless, Dominador and Apolinario admitted selling 1.50 hectares each of their respective shares in Lot No. 6659 to Romeo but the documents evidencing the transaction cannot be located anymore.¹⁵ Furthermore, the Heirs of Lorenzo admitted that Josefina sold a portion of her share in Lot No. 6659 to Antonio Agnis (Antonio), the son of Diomedes, but only for an area measuring approximately 1.50 hectares.¹⁶

In her Answer¹⁷, Diomedes denied the allegations of the Heirs of Lorenzo. She insisted that the property was already subdivided as shown in the Deed of Extra-Judicial Partition executed on January 11, 1965 before Atty. Cimafranca. She also maintained that the Deeds of Absolute Sale dated April 26, 1965 and July 29, 1965 were not forged. She also denied the claim that she agreed to share a portion of the land to the Heirs of Lorenzo because the latter already sold their respective rights and interest over the land.¹⁸ While Diomedes admitted that there was a survey conducted by Engineer Ludivico Obordo (Engr. Obordo), the survey was conducted without her and the other co-owners' consent.¹⁹ Diomedes explained that no title has been issued for Lot No. 6659 yet due to the pending case she filed docketed as Civil Case No. 2892 and entitled *Heirs of Tiburcio Daymiel v. Ursula Pegarido*.²⁰

Romeo also denied the allegations of the Heirs of Lorenzo and insisted that the Deeds of Absolute Sale executed by Apolinario and Dominador in his favor are genuine, valid, binding, and effective.²¹

On November 19, 2009, the Heirs of Lorenzo filed a Motion to Allow Questioned Documents and Exhibits to be Brought to the PNP Crime Laboratory for Signature Examination.²² In a Resolution²³ dated December 17, 2009, the Regional Trial Court (RTC) granted the motion and directed the Philippine National Police Regional Crime Laboratory Office-VII (PNP Crime Laboratory) to conduct an examination of the subject documents.²⁴

¹³ Id.; TSN dated April 26, 1996, pp. 19-21, 41-43.
¹⁴ Id. at 98.
¹⁵ Id.
¹⁶ Id. at 47, 98.
¹⁷ Id. at 108-111.
¹⁸ Id. at 48, 123, 108-109.
¹⁹ Id. at 122, 109.
²⁰ Id. at 109.
²¹ Id. at 48, 112-113.
²² Records, pp. 292-295.
²³ Penned by Judge Rogelio D. Laquihon; id. at 298-302.
²⁴ Id.

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Ruling of the Regional Trial Court

The RTC rendered its Decision,²⁵ the dispositive portion of which states:

WHEREFORE, in view of the foregoing considerations, a decision is hereby rendered:

1. Declaring the Deed of Sale dated April 26, 1965 executed by Dominador Daymiel in favor of Romeo Chiong as null and void with respect only to the sale of his share in the inheritance over Lot No. 6659, Pls-460, that exceeds 1.5 hectares;

2. Declaring the Deed of Sale dated July 29, 1965 executed by Apolinario Daymiel in favor of Romeo Chiong as null and void with respect only to the sale of his share in the inheritance over Lot No. 6659, Pls-460, that exceeds 1.5 hectares.

3. Ordering the partition Lot No. 6659, Pls-460 as follows: one-half (1/2) share to the plaintiffs but taking into considerations [sic] the 1.5 hectares sold each by Apolinario Daymiel and Dominador Daymiel to Romeo Chiong and the 1.5 hectares sold by Josefina Daymiel-Ragot to Fe Agnis; and the other one-half (1/2) share to the Heirs of defendant Diomedes Daymiel Agnis. The parties may submit their subdivision plans for approval of the court within thirty (30) days from the finality of this decision, otherwise, the partition shall be made by the appointment of three (3) commissioners as provided under Sec. 3, Rule 69 of the Rules of Court;

3. Ordering the defendants to pay the plaintiffs jointly and solidarily the amount of P50,000.00 as moral damages; P30,000.00 as attorney's fees with interest at 6% per annum from the time this decision becomes final and executory until fully paid; and to pay the costs of the proceedings;

4. Ordering the dismissal of the counter-claim of the defendants for lack of merit.

SO ORDERED.²⁶ (Citations omitted)

The RTC found irregularities in the notarization of the documents showing that Apolinario and Dominador did not sign the deeds of absolute sale in the presence of Atty. Cimafranca.²⁷ Nonetheless, the RTC believed that as compared to Apolinario and Dominador's genuine signatures, the signatures appearing in the assailed documents appear to have "the same strokes or style."²⁸ The RTC believed that Apolinario and Dominador unknowingly signed the questioned documents selling their entire shares

²⁵ Penned by Judge Rogelio D. Laquihon; *rollo*, pp. 120-148.

²⁶ Id. at 147-148.

²⁷ Id. at 138-140.

²⁸ Id. at 143.

over Lot No. 6659 based on the following considerations: (a) Apolinario and Dominador vehemently denied signing the documents before Atty. Cimafranca; (b) they and their sister Josefina had been consistently asking for the remaining shares of their inheritance since the 1960s up to the 1980s, which any reasonable person would not have done if the entire shares had already been sold; (c) Diomedes recognized the co-ownership by allowing the subdivision of the land into two equal parts, one-half for Diomedes and the other half for the Heirs of Lorenzo; (d) Diomedes and Romeo did not appear before the barangay authorities where they could have simply showed to the Heirs of Lorenzo the alleged deeds of absolute sale and deed of partition; (e) the Heirs of Lorenzo secured a copy of the alleged deeds of absolute sale and deed of partition from the Office of the Clerk of Court. Upon discovery of the questioned documents in 1985, Apolinario confronted Romeo and was told by the latter to just file a case against them; (f) Apolinario admitted selling 1.50 hectares to Romeo on installment basis for ₱3,500.00 but not on the basis of the deed of sale notarized by Atty. Cimafranca because the contents of the document, other than the amount of ₱3,500.00, are incorrect and the signature appearing therein is not his. Apolinario claimed that every time he received an amount from Romeo, the latter would ask him to sign a folded paper; and (g) if Apolinario and Dominador really sold their entire shares consisting of 2.70 hectares each, Romeo could have consistently claimed that he is occupying more than five hectares. If it were true that Apolinario and Dominador sold to Romeo their entire shares over the property, Romeo could have simply reminded them of their true agreement instead of allegedly hiding the documents proving the assailed transactions.²⁹

The RTC concluded that the totality of the evidence established that the deeds of absolute sale purportedly executed by Apolinario and Dominador did not correctly reflect their intention to sell their entire shares of the inheritance but only for 1.50 hectares each or for a total of three hectares only. The RTC held that the manner in which the deeds of absolute sale were kept from Apolinario and Dominador and the irregularities in the notarization of the documents cast doubt as to the claim of Romeo that they sold their entire shares to him.

The RTC observed that the Deed of Absolute Sale allegedly executed by Apolinario was dated July 29, 1965, but the same was notarized on March 29, 1965. The irregularity was apparent because it would make no sense that it was notarized first before its execution. The same was recorded in the notarial register of Atty. Cimafranca as Document No. 151. Noticeably, the Deed of Absolute Sale dated April 26, 1965 and notarized on the same date allegedly executed by Dominador was recorded in the notarial register of Atty. Cimafranca as Document No. 71, even though it was executed on a later date.³⁰ The RTC noted that the irregularities showed that Atty. Cimafranca accommodated Romeo and Antonio and that Apolinario and

²⁹ Id. at 143-144.

³⁰ Id. at 139-140

Dominador did not sign the questioned deeds of absolute sale in his presence. Nevertheless, the RTC held that the alleged irregularities in the notarization of the questioned deeds of absolute sale did not affect their validity. The evidentiary value of the questioned deeds of absolute sale were merely reduced to that of a private document which requires proof of its due execution and authenticity to be admissible.³¹

For the RTC, Romeo made it appear that they sold their entire shares when, in truth, they sold only 1.50 hectares each of their respective shares. The RTC ruled that a fraudulent deed is a nullity and conveys no title to the forger. However, considering that Apolinario and Dominador admitted that they each sold 1.50 hectares to Romeo Chiong, only the excess should be annulled.³²

As for the share of Josefina, the RTC ruled that she is entitled to the balance of her inheritance since she only sold 1.50 hectares to Antonio and Fe E. Agnis (Fe).³³

With respect to the Deed of Extra-Judicial Partition dated January 6, 1966, the RTC found that the signatures of the Heirs of Lorenzo appearing therein are similar to their genuine signatures. However, the RTC noted that the document only stated the respective proportionate shares over Lot No. 6659 of each party and did not determine the particular portion of the land assigned to each party. Thus, the RTC ruled that Apolinario, Dominador, and Josefina only sold their respective undivided or ideal share in the property.³⁴

The remaining shares of Apolinario, Dominador, and Josefina are approximately 4.1394 hectares or 1.3798 hectares each. However, since portions of Lot No. 6659 had already been registered in the name of the Pegaridos, the RTC declared that only 133,454 square meters remain to be subdivided among the Heirs of Tiburcio.³⁵

Ruling of the Court of Appeals

On July 19, 2017, the CA issued its Decision,³⁶ the dispositive portion of which states:

WHEREFORE, in view of the foregoing premises, the instant appeal is **GRANTED**. The assailed 18 November 2014 Decision of the Regional Trial Court (RTC), Branch 7, Dipolog City, in Civil Case No. 4922 is **REVERSED AND SET ASIDE**. The *Complaint* for Declaration of Nullity of Documents, Partition,

³¹ Id. at 140.

³² Id. at 144.

³³ Id. at 143.

³⁴ Id. at 145.

³⁵ Id. at 136.

³⁶ Supra note 2.

Reconveyances, Accounting and Damages filed by the appellees before the trial court in Civil Case No. 4922 is dismissed since they have no cause of action against herein appellants.

The Heirs of Diomedes Daymiel-Agnis, Heirs of Josefina K. Daymiel, Fe E. Agnis and Romeo Chiong are enjoined to commence a partition on Lot No. 6659 in accordance with Rule 69 of the Rules of Court.

SO ORDERED.³⁷ (Emphasis in the original; citations omitted)

In reversing the RTC decision, the CA noted defects in the notarization of the Deeds of Absolute Sale dated April 26, 1965 and July 29, 1965 that rendered them only private documents. The CA held that the irregularly notarized deeds offered in evidence were proven to be authentic and duly executed.³⁸ The CA ruled that there was no basis for the RTC to declare the questioned deeds as partially null and void despite the defects in the notarization.³⁹ The CA found that there was no clear and convincing evidence that would show that Romeo caused it to appear in the questioned documents that Apolinario and Dominador sold their entire shares in the inheritance when the purported agreement was only to sell 1.50 hectares each. The CA pointed out that the said fraudulent or deceitful conduct found by the RTC was not even categorically alleged in the complaint dated June 7, 1995.⁴⁰

Even assuming *arguendo* that there was fraud or deceit in the execution of the deeds, the CA held that such would not suffice to declare the documents null and void. An action to declare a contract null and void on the ground of fraud must be instituted within four years from the date of discovery of fraud. The CA noted that the complaint was brought only in 1995 or only after the lapse of more or less 28 years from the time Apolinario learned of the existence of the deeds in 1967 and more or less 10 years from the time Apolinario and Dominador were able to secure copies of the questioned deeds in 1985. For the CA, prescription had already set in. Thus, the CA concluded that there was no basis in declaring the questioned deeds partially null and void, be it on the ground of forgery, fraud or deceit.⁴¹

The CA also highlighted that there was no concrete and definite division of shares in Lot No. 6659, thus the existence of a co-ownership in the subject lot. However, taking into consideration the sales made by Apolinario and Dominador both in favor of Romeo, as well as the sale made by Josefina in favor of Fe, the resulting co-ownership in the subject lot subsists only among the Heirs of Josefina, Fe, Heirs of Diomedes, and Romeo. Their pro-indiviso shares in the subject lot consisting of 17.2790

³⁷ Rollo, p. 63.

³⁸ Id. at 60-61.

³⁹ Id. at 61.

⁴⁰ Id. at 62.

⁴¹ Id.

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hectares being as follows: (a) $\frac{1}{2}$ of the subject lot or 8.6395 hectares thereof pertains to the Heirs of Diomedes; (b) 1.50 hectares of the subject lot pertains to Fe; (c) an estimate of 1.3798 hectares pertains to the Heirs of Josefina; and (d) $\frac{1}{3}$ of the subject lot or an estimate of 5.7597 hectares thereof pertains to Romeo.⁴² Considering that Lot No. 6659 remains undivided, the sharing therein being merely pro-indiviso, the CA ruled that the proper and final remedy is a partition under Rule 69 of the Rules.⁴³

In a Resolution⁴⁴ dated December 5, 2017, the Motion for Reconsideration⁴⁵ filed by the Heirs of Lorenzo was denied.

In the present petition,⁴⁶ the Heirs of Lorenzo insist that the assailed documents should be declared null and void because: (1) there was proof that the signatures on the questioned documents were forged⁴⁷; (2) Diomedes admitted that the Heirs of Lorenzo were not given their $\frac{1}{2}$ share in the inheritance and that Diomedes agreed that they should be given their $\frac{1}{2}$ share⁴⁸; (3) Romeo did not object when told that the Heirs of Lorenzo are entitled to their $\frac{1}{2}$ share⁴⁹; and (4) the assailed documents were irregularly notarized.⁵⁰ The Heirs of Lorenzo point out that if it were really true that all the shares of Apolinario and Dominador were sold to Romeo in 1965, there is no reason why Romeo did not raise any protest or objection when Engr. Obordo sought their advice before conducting the subdivision survey of Lot No. 6659 on February 18, 1995.⁵¹

In their Comment⁵², the Heirs of Diomedes reiterate their claim that the subject documents were not forged and remain binding. They claim that since Apolinario and Dominador have already sold all their rights and interests over Lot No. 6659, they are no longer entitled to any share. They also clarify that Lot No. 6659 has not yet been registered under the name of the supposed new owner because Diomedes initiated a case docketed as Civil Case No. 2892 and entitled *Heirs of Tiburcio Daymiel v. Ursula Pagarido* for annulment of documents in the RTC. They also insist that the survey conducted by Engr. Obordo was done without the consent of Diomedes and the other co-owners.⁵³

Issue

The issue to be resolved in this case is whether the Deed of Extra-Judicial Partition dated January 6, 1966, the Deed of Absolute Sale dated

⁴² Id. at 63.

⁴³ Id.

⁴⁴ Supra note 3.

⁴⁵ *Rollo*, pp. 65-78.

⁴⁶ Id. at 16-43.

⁴⁷ Id. at 27-28, 32-37.

⁴⁸ Id. at 27-32.

⁴⁹ Id.

⁵⁰ Id. at 28.

⁵¹ Id. at 29-31.

⁵² Id. at 189-191.

⁵³ Id. at 190.

April 26, 1965, and the Deed of Absolute Sale dated July 29, 1965, which the Heirs of Lorenzo claim to have been forged and irregularly notarized, should be declared null and void.

Ruling of the Court

The Deed of Extra-Judicial Partition dated January 6, 1966, Deed of Absolute Sale dated April 26, 1965, and Deed of Absolute Sale dated July 29, 1965 are valid.

The RTC pointed out that the Deed of Absolute Sale dated April 26, 1965 and notarized on the same date allegedly executed by Dominador was recorded in the notarial register of Atty. Cimafranca as Document No. 71, even though it was executed on a later date.⁵⁴ The RTC noted that the irregularities showed that Atty. Cimafranca accommodated Romeo and Antonio and that Apolinario and Dominador did not sign the questioned deeds of absolute sale in his presence. Nevertheless, the alleged irregularities in the notarization of the questioned deeds of absolute sale did not affect their validity. The evidentiary value of the questioned deeds of absolute sale were merely reduced to that of a private document which requires proof of its due execution and authenticity to be admissible.⁵⁵ It is settled that defective notarization of the deed does not affect the validity of the sale of a real property. In *Chong v. Court of Appeals*,⁵⁶ the Court explained that:

x x x [T]he defective notarization of the deed does not affect the validity of the sale of the house. Although Article 1358 of the Civil Code states that the sale of real property must appear in a public instrument, the formalities required by this article is not essential for the validity of the contract but is simply for its greater efficacy or convenience, or to bind third persons, and is merely a coercive means granted to the contracting parties to enable them to reciprocally compel the observance of the prescribed form. (Citations omitted)

In this case, the Heirs of Diomedes were able to sufficiently establish that the parties validly executed the questioned documents.

It is well-settled that allegations of forgery, like all other allegations, must be proved by clear, positive, and convincing evidence by the party alleging it. It should not be presumed but must be established by comparing the alleged forged signature with the genuine signatures. Although handwriting experts are often offered as witnesses, they are not indispensable because judges must exercise independent judgment in

⁵⁴ Id. at 139-140.

⁵⁵ Id. at 140.

⁵⁶ 554 Phil. 43, 61-62 (2007).

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determining the authenticity or genuineness of the signatures in question.⁵⁷

We note that both the RTC and the CA found that forgery is wanting in the case. As observed by the lower courts, the disputed signatures appearing in the questioned documents are similar to those claimed by the Heirs of Lorenzo to be genuine.⁵⁸ While not indispensable in proving forgery, We give credence to the findings of Forensic Document Examiner Romeo Oliva Varona (Forensic Document Examiner Varona) in Questioned Document Report No. 073-2010.⁵⁹ We quote the findings and conclusion of the PNP Crime Laboratory below:

FINDINGS:

Comparative examination and analysis of the questioned signatures marked "Q-1a" to "Q-4a", "Q-1d" to "Q-3d" and the standard signatures marked "S-1a" to "S-7a", "S-1d" to "S-7d" inclusive reveal significant similarities in the letter formation, construction and other individual handwriting characteristics.

CONCLUSION:

The questioned signatures of Apolinario Daymiel and Dominador Daymiel appearing in the Deed of Extra Judicial Partition dated 18 January [sic] 1966, three (3) Deeds of Absolute Sale dated 26 April 1965, 29 July 1965 and 2 September 1965 marked "Q-1a" to "Q-4a" inclusive and "Q-1d" to "Q-3d" inclusive are genuine.

REMARKS:

The questioned signature of Dominador Daymiel appearing in the Deed of Absolute Sale dated 2 September 1965 marked "Q-4d" is not genuine.⁶⁰

[Note: The Deed of Absolute Sale dated September 2, 1965 is not one of the assailed documents in the case.]

The findings of Forensic Document Examiner Varona were based on a comparison of the original copies of the assailed documents and documents bearing the standard specimen signatures of Apolinario and Dominador, the parties who requested the examination. The documents submitted bearing the standard signatures of Apolinario include the following: one marriage contract dated November 8, 1967;⁶¹ two sworn statements of the true current and fair market value of real properties both dated June 20, 1977; and one piece of paper. Meanwhile, the documents examined to confirm the standard signatures of Dominador include: one driver's license application dated January 18, 1978; one physician's report dated September 9, 1986; and one

⁵⁷ *Francisco Lim v. Equitable PCI Bank, now known as Banco De Oro Unibank, Inc.*, 724 Phil. 453, 461 (2014).

⁵⁸ *Rollo*, pp. 61, 143.

⁵⁹ *Records*, pp. 310-311.

⁶⁰ *Id.* at 311.

⁶¹ *Id.* at 115.

document denominated as "Panumpa sa Katungkulan" dated May 18, 1994.⁶²

We find it prudent to individually examine the signatures of Apolinario and Dominador. After a careful scrutiny of the signatures appearing in the assailed documents and the sample signatures Apolinario and Dominador furnished the Court appearing in a marriage contract⁶³ dated November 8, 1967, We observed that the signatures of Apolinario in the assailed documents are identical to his sample signatures in terms of the structural pattern of the letters, pen-lifting characteristics, and manner of execution. Even the signatures of Apolinario and Dominador found in a document entitled "Extrajudicial Settlement of the Estate of Eulogia Daymiel with Simultaneous Sale"⁶⁴ dated April 7, 1967, which Apolinario identified and admitted in open court,⁶⁵ reveal that their signatures in said document are similar to their signatures in the assailed documents.

Other than Dominador and Apolinario's respective declarations that their signatures on the questioned documents were forged, and the sample signatures they submitted to the PNP Crime Laboratory for comparative analysis, no proof to corroborate their claim was presented. Such allegation and evidence are insufficient to overcome a notarized document's presumption of due execution. We cannot simply accept the claim of forgery in the absence of any other evidence sufficient to refute the findings of the PNP Crime Laboratory. Accordingly, We are not inclined to depart from the lower courts' uniform rulings that the assailed documents were not forged as these are supported by the findings of Forensic Document Examiner Varona, and the specimen signatures Apolinario and Dominador admitted and furnished to the trial court.

Moreover, Apolinario and Dominador's claim of forgery contradicts their subsequent claim that they were deceived into signing the documents, believing that they were only selling 1.50 hectares each to Romeo. The theory of Apolinario and Dominador that they were tricked into signing the assailed documents is self-serving and not supported by evidence. We find it difficult to believe that the pieces of folded paper Romeo made them sign every time he gave them money turned out to be the subject documents. The assailed documents were typewritten in separate legal-sized sheets of paper, making it incredible for Apolinario and Dominador not to have seen the terms written in the assailed documents. The terms of the assailed documents, including the consideration and the corresponding share in the undivided parcel of land involved, are straightforward and appear to express the actual agreement of the parties.⁶⁶ The CA committed error in ruling that the contract is voidable because the respective consent of Apolinario and Dominador were not vitiated by mistake, violence, intimidation, undue

⁶² Id. at 310.

⁶³ Id. at 115.

⁶⁴ Id. at 114-A.

⁶⁵ TSN dated April 26, 1996, pp. 23-24, 46.

⁶⁶ Id. at 40.

influence or fraud as contemplated by Article 1390 of the Civil Code.

As correctly pointed out by the CA, there was no concrete and definite division of shares in Lot No. 6659. Thus, there exists a co-ownership in the subject lot. However, taking into consideration the separate sales made by Apolinario and Dominador of their entire respective shares in Lot No. 6659 in favor of Romeo, as well as the undisputed sale made by Josefina of 1.5 hectares of her share in favor of Fe, a resulting co-ownership in the subject lot subsists among the remaining owners holding pro-indiviso shares in Lot No. 6659, namely: (1) the Heirs of Josefina; (2) Fe; (3) the Heirs of Diomedes; and (4) Romeo. Thus, the CA properly ruled that the appropriate and final remedy is a partition under Rule 69 of the Rules.⁶⁷

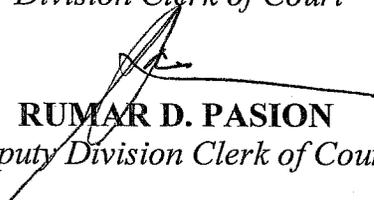
WHEREFORE, the petition is **DENIED**. The Order of the CA directing the Heirs of Diomedes Daymiel-Agnis, the Heirs of Josefina K. Daymiel, Fe. E. Agnis and Romeo Chiong to commence the partition of Lot No. 6659 in accordance with Rule 69 of the Rules of Court is hereby **AFFIRMED**.

SO ORDERED.”

By authority of the Court:

MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court

By:


RUMAR D. PASION
Deputy Division Clerk of Court 6/8/2020

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⁶⁷ Id.