Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

SUBSTITUTED HEIRS OF JAIME S.T. VALIENTE, represented by attorney-in-fact, CYRIL A. VALIENTE, Petitioners,	**G.R. No. 194897**
-versus-	Present: LEONEN, *SAJ*, *Chairperson*, LAZARO-JAVIER, LOPEZ, M., LOPEZ, J., and KHO, JR., *JJ.*
VIRGINIA A. VALIENTE, RIZAARDO A. VALIENTE, POTENCIANA A. VALIENTE, BERENICE A. VALIENTE, VISFERDO A. VALIENTE, and CORAZON A. VALIENTE, Respondents.	**Promulgated:** NOV 13 2023

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D E C I S I O N

M. LOPEZ, *J.*:

> *Courts cannot look with favor at parties who, by their silence, delay and inaction, knowingly induce another to spend time, effort, and expense in cultivating the land, paying taxes and making improvements thereon for an unreasonable period only to spring an ambush and claim title when the possessor's efforts and the rise of land values offer an opportunity to make easy profit at their own expense.*[1]

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[1] *Catholic Bishop of Balanga v. Court of Appeals*, 332 Phil. 206, 224 (1996) [Per J. Hermosisima, Jr., First Division].

This Petition for Review on *Certiorari*[2] under Rule 45 of the Rules of Court, filed by the substituted heirs of Jaime S.T. Valiente (Jaime), assails the Court of Appeals'(CA) Decision[3] dated November 26, 2009 and Resolution[4] dated November 12, 2010 in CA-G.R. CV No. 89127, which affirmed the Decision[5] of the Regional Trial Court (RTC) in the Complaint[6] for partition and damages docketed as Civil Case No. RTC '96-3554.

Antecedents

Spouses Cerilo Valiente (Cerilo) and Soledad Sto. Tomas Valiente (Soledad) have five legitimate children: Antonio, Vicente, Elizabeth, Napoleon, and Jaime (Valiente siblings). Antonio died during the Japanese occupation and predeceased his parents. In 1962, their father, Cerilo, died and left a 1,420-square meter residential lot located in Brgy. Sto. Domingo, now Brgy. San Marcos, Camaligan, Camarines Sur (Sto. Domingo property). Vicente died in 1975 and was survived by his wife Virginia A. Valiente (Virginia) and their children Rizaardo, Potenciana, Berenice, Visferdo, and Corazon (respondents). On April 11, 1984, Soledad died leaving the following real properties:

(a) four parcels of residential lots known as lots 1113-A to 1113-D, with a total area of 2,272 square meters, located at Concepcion Pequeña, Naga City and covered by Original Certificate of Title (OCT) No. 100 in the name of Antero Sto. Tomas (Antero), (Concepcion Pequeña property);

(b) an 810-square meter residential lot located at Marupit, Camaligan, Camarines Sur, declared under Tax Declaration No. ARP No. 002-619 (Marupit property); and

(c) a residential lot with an area of 111 square meters located at Barlin St., Sta. Cruz, Naga City under Transfer Certificate of Title (TCT) No. 1400 (Barlin property).

The properties were inherited by Soledad from her parents, including the Concepcion Pequeña property, which was merely registered in the name of Soledad's relative, Antero, to facilitate its transfer to Soledad. Respondents claimed that Jaime and Napoleon made it appear that the four lots covered by

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2 *Rollo*, pp. 8–40.

3 *Id.* at 41–50. The November 26, 2009 Decision in CA-G.R. CV No. 89127 was penned by Associate Justice Arcangelita M. Romilla-Lontok and concurred in by Associate Justices Arturo G. Tayag and Sixto C. Marella, Jr. of the Special Sixth Division, Court of Appeals, Manila.

4 *Id.* at 51–53. The November 12, 2010 Resolution in CA-G.R. CV No.89127 was penned by Associate Justice Bienvenido L. Reyes and concurred in by Associate Justices Estela M. Perlas-Bernabe (retired Associate Justice of the Court) and Elihu A. Ybañez, Special Former Special Sixth Division, Court of Appeals, Manila.

5 *Id.* at 69–81. The February 27, 2007 Decision in Civil Case No. '96-3554 was penned by Presiding Judge Pablo M. Paqueo, Jr. of Branch 23, Regional Trial Court, Naga City.

6 *Id.* at 54–58.

OCT No. 100 were sold to them by Soledad in 1977. However, Soledad could not have signed the deed of sale as she was already blind at that time. Jaime and Napoleon used fraud, deceit, and misrepresentation to exclude the respondents in the partition of the other properties belonging to the estates of Cerilo and Soledad. In 1986, Elizabeth died single and without children. The respondents alleged that they exerted efforts towards the amicable settlement and partition of the properties to no avail. Hence, in May 23, 1996, respondents filed a Complaint for partition and damages against Napoleon and Jaime before the RTC, Branch 23 of Naga City, docketed as Civil Case No. '96-3554.[7]

Jaime and Napoleon denied respondents' allegations. In their Answer with Counterclaim,[8] Jaime and Napoleon asserted ownership over the properties in dispute. The Sto. Domingo, Marupit, and Barlin properties were allotted to them during the partition in 1962, 1964, and 1966 among the Valiente siblings. As for the Concepcion Pequeña property, Jaime and Napoleon maintained that these were sold to them by their mother, Soledad, in 1977. The Complaint for partition and damages filed by the respondents who are the surviving wife and children of their deceased brother, Vicente, was malicious considering the lapse of time it took before they contested the ownership of the Concepcion Pequeña property. Jaime and Napoleon thus prayed for the dismissal of the Complaint for partition and damages.[9]

During trial, the RTC received a notice that Jaime died on June 23, 2001. Acting on the motion filed by Jaime's surviving heirs Florencia Luz, Restituto, Dominianto, and Christopher, the RTC ordered that they be substituted as heirs of Jaime (petitioners) and appointed Cyril A. Valiente as their attorney-in-fact.[10] On January 25, 2006, Napoleon died single and without issue. His nearest of kin are the children of his brothers, Vicente and Jaime.[11]

In its Decision[12] dated February 27, 2007, the RTC found that the Marupit property was adjudicated to Jaime by virtue of the deed of extra-judicial settlement of estate executed on December 28, 1962 by his mother, Soledad, and his siblings Napoleon, Vicente, and Elizabeth. The Tax Declaration ARP No. 2450 was issued on July 18, 1963 in Jaime's name, hence, his adverse possession commenced on this date. The RTC ruled that the lapse of more than 32 years from Jaime's adverse possession in 1963, to the filing of the respondents' Complaint for partition and damages in 1996, was sufficient to vest ownership of the Marupit property to Jaime and his heirs through acquisitive prescription. For the same reason, the RTC held that

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7 *Id.* at 54–58.
8 *Id.* at 62–63.
9 *Id.*
10 *Id.* at 73.
11 *Id.*
12 *Id.* at 69–81.

respondents' Complaint for partition and damages has prescribed and was barred by laches.[13]

Anent the Barlin property, which was adjudicated to Jaime and Napoleon in the deed of extra-judicial partition with sale dated June 25, 1963, the RTC noted that the deed was entered in the Registry of Deeds of Naga City on July 6, 1964. Thereafter, TCT No. 1400 in the name of Soledad was cancelled and new titles, TCT Nos. 1684 and 1685, were issued to Jaime and Napoleon. Considering Jaime and Napoleon's open, adverse, and continuous possession for more than 31 years of the Barlin property, they became owners of their respective shares by prescription. Further, the RTC ruled that respondents' neglect or inaction in asserting ownership converted their claim into a stale demand.[14]

In contrast, with regard to the Sto. Domingo property, the RTC declared that the required possession for extraordinary prescription was not met. Although Jaime and Napoleon presented an extra-judicial settlement of estate dated November 15, 1966, which was executed after the death of their father, Cerilo, the tax declarations were transferred in their names only in 1980 and 1984. Thus, the RTC ruled that laches and prescription have yet to set in.[15]

Finally, as to the Concepcion Pequeña property, the RTC noted that the lot covered by OCT No. 100 was sold for PHP 1,500.00 by Antero to Soledad in a deed of sale dated May 5, 1977. A few days later, or on May 21, 1977, another deed of sale was executed wherein Soledad sold the property to her sons Jaime and Napoleon for the same amount. Both deeds were entered in the registry on the same day, June 25, 1979. At 9:55 a.m. of June 25, 1979, TCT No. 11580 was issued in the name of Soledad and was subsequently canceled at 10:20 a.m. following the issuance of TCT No. 11581 in the names of Jaime and Napoleon. There being an allegation that Soledad was already blind on the supposed date of execution of the deed of sale, the RTC ruled that the sale in favor of Jaime and Napoleon was void.[16]

However, the RTC saw that a total of 1,735 square meters out of the total area of 2,272 square meters of the Concepcion Pequeña property have been sold to different persons by Jaime and Napoleon. The same was true as regards the Sto. Domingo property given that only 645 square meters remained out of the original 1,420 square meters left by their father, Cerilo.[17] Since Jaime and Napoleon died while the case was pending, the RTC partitioned the properties among the remaining heirs, as follows:

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[13] *Id.* at 75.
[14] *Id.*
[15] *Id.*
[16] *Id.* at 76.
[17] *Id.* at 77–78.

I. On the property located at Concepcion Pequeña, Naga City with an area of 2,272 square meters:

> The above-described property shall be divided in half between the heirs of the deceased Vicente Valiente and Jaime Valiente. Therefore, each group of heirs shall receive as their share 1,136 square meters on the said property. However, since 1,735 square meters of the property were already sold by the defendants to different persons, the same should be deducted from the shares of deceased Jaime Valiente's heirs. To this end, the following mathematical computations hereunder quoted, finds application:
>
> 1. 2,272 sq.m. / 2 = 1.136 sq.m. – The equal share of each group of heirs.
>
> 2. 1,735 sq.m. – area already sold by defendants
> - 1,136 sq.m. – defendants' rightful share
> 599 sq.m. – plaintiffs' rightful share on the property sold by the defendants.
>
> 3. 2,272 sq.m. – Total area of the property
> - 1,735 sq.m. – area already sold by defendants
> 537 sq.m. – Area remaining of the property

Following the above-quoted computation, the remaining area of 537 sq.m. should be given to the plaintiffs. The fair market value of 599 sq.m. in the amount of One Hundred Sixty Seven Thousand Seven Hundred Twenty ([PHP] 167,720.00) Pesos representing the plaintiffs' rightful share over the said property sold by the defendants must be reimburse [sic] to the plaintiffs, inclusive of interest at the legal rate of interest of Twelve (12%) Percent Per Annum from the date the property was sold until fully paid. Thus, following said computation, the total amount that must be reimbursed to the plaintiffs is Nine Hundred Thirty Two Thousand Five Hundred Twenty Three & 2/100 ([PHP] 932,523.20) Pesos. The same computation shall be observed on the property located [at] Sto. Domingo, Camaligan, Camarines Sur, thus:

> II. On the property located at Sto. Domingo, Camaligan, Camarines Sur with an area of 1,420 square meters:
>
> 1. 1,420 sq.m. / 2 = 710 sq.m. – the equal share of each group of heirs.
>
> 2. 775 sq.m. – Area sold be (sic) defendants
> - 710 sq.m. – defendants' rightful share
> 65 sq.m. – Plaintiff's rightful share on the property sold by defendants.
> 3. 1,420 sq.m. – Total area of the property
> - 775 sq.m. – Area sold by defendants
> 645 sq.m. – Area remaining of the property

The remaining area of 645 sq.m., must be given to the plaintiffs. The fair market value of the 65 sq.m. in the amount of Five Thousand Eight Hundred Fifty ([PHP] 5,850.00) Pesos representing the plaintiffs' rightful share over the property sold must be reimburse [sic] to the plaintiffs, inclusive of interest at the legal rate of Twelve (12%) Percent Per Annum, from the time the property were [sic] sold up to the time it is actually reimbursed to the plaintiffs. Thus, following said computation, the total

amount that must be reimbursed to the plaintiffs is Thirty Two Thousand Five Hundred Twenty Six ([PHP] 32,526.00) Pesos.

Further, the share of the plaintiffs must be divided equally among them, while the obligations of the defendants must be shared equally between them.

. . . .

For the alleged bad faith of the defendants, making it appear that the lots were sold to them by their mother, knowing that they do not have the right to hold said properties and refusing to give the plaintiffs their share in the estate of Sps. Cerilo and Soledad Valiente is sufficient to substantiate plaintiffs [sic] claim for damages.

. . . .

WHEREFORE, premises considered, Decision is hereby issued declaring the plaintiffs to be the rightful owner and possessor of the 537 square meters and 645 square meters real property located [at] Concepcion[,] Pequeña, Naga City and Sto. Domingo, Camaligan, Camarines, respectively, as their lawful share [in] the estate of the deceased Cerilo Valiente and Soledad Valiente, who both died intestate in 1962 and 1964 [sic], respectively. The defendants are hereby ordered:

(a) To reimbursed [sic], equally, the plaintiffs in the total amount of Nine Hundred Sixty Five Thousand Forty Nine & 20/100 ([PHP] 965,049.20) Pesos;

(b) To pay plaintiffs damages in the amount of Forty Thousand ([PHP] 40,000.00) Pesos as exemplary damages;

(c) To pay plaintiffs the following[,] to wit: (i) Twenty Thousand ([PHP] 20,000.00) Pesos as attorney's fees; (ii) One Thousand ([PHP] 1,000.00) Pesos as appearance fee for every hearing; (iii) Five Thousand ([PHP] 5,000.00) Pesos as incidental and related expenses.

SO ORDERED.[18]

On appeal, petitioners questioned the RTC's Decision ordering the partition of the Concepcion Pequeña and the Sto. Domingo properties. They argued that the Concepcion Pequeña property was not inherited by their grandmother, Soledad, from her parents and that the notarized deed of sale conveying the land to Jaime and Napoleon was valid. As for the Sto. Domingo property, the land was duly adjudicated to Jaime and Napoleon as shown in the extra-judicial settlement of estate dated November 15, 1966 signed by all the heirs including Vicente and his wife, Virginia. Jaime and Napoleon immediately occupied the Sto. Domingo property and their possession for more than 10 years has ripened into ownership of the land through ordinary prescription. At any rate, assuming that the order of partition was proper, the petitioners contend that the award of damages has no basis and that the

[18] *Id.* at 79–81.

Concepcion Pequeña and the Sto. Domingo properties should be divided into three, Vicente, Jaime, and Napoleon receiving one share each.[19]

On the other hand, respondents countered that the RTC correctly awarded to them 537 square meters of the Concepcion Pequeña property and 645 square meters of the Sto. Domingo property, plus the payment corresponding to the portion of the lots already sold to third persons by Jaime and Napoleon. The award of exemplary damages and attorney's fees were also proper.[20]

In the assailed Decision[21] dated November 26, 2009, the CA affirmed the RTC's ruling that the Concepcion Pequeña and the Sto. Domingo properties must be partitioned among the heirs of Cerilo and Soledad. Nevertheless, the CA held that since Napoleon was still alive at the time the sales were made to third persons, the properties must be divided into three parts, Vicente, Jaime, and Napoleon receiving one share each. The CA adjudged in this wise:

> On account of the transfers effected by the defendants, only a portion with an area of 537 square meters has remained of the Concepcion Pequeña property. This Court notes, however, that at the time of the conveyance, three . . . sets of heirs, namely: Vicente's substituted heirs, Jaime and Napoleon, were to share in the property. The area of 2,272 square meters should, therefore, be divided into three (3) parts, not two. The share of each set of heir was, therefore, 751.1 square meters. The remaining area of 537 square meters rightfully belongs to the plaintiffs who still had been shortchanged therein to the extent of 220.1 square meters which pursuant to the computation by the trial court had a fair market value of [PHP] 56,000.00 plus interest at the rate of 6% per annum from the date of the sale until fully paid.
>
> The Sto. Domingo property with an area of 1,420 square meters should likewise be divided into three (3) parts of 473 square meter[s] each with one . . . part of 473 square meters to be allotted to herein plaintiffs as their lawful share to be deducted from the 645[-]square meter remainder after the sale. The remaining 172[-]square meter portion after deducting plaintiffs' share of 473 square meters shall further be divided equally so that plaintiffs-appellees will get 86 square meter[s] or a total of 559 square meter[s] and the defendants-appellants, 86 square meter[s]. The award of exemplary damages, attorney's fees and incidental expenses having been substantiated by evidence is affirmed.
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> . . . .

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[19] CA *rollo*, pp. 66–74.
[20] *Id.*
[21] *Rollo*, pp. 41–50.

> **WHEREFORE,** in view of the foregoing, the assailed decision is **MODIFIED** as follows:
>
> (a) Plaintiffs' share in the Concepcion Pequeña property is reduced to 757.1 square meters so that the remainder thereof of 537 square meters is adjudged to belong to plaintiff [sic] who shall further be reimbursed by defendants-appellants on account of the deficiency in their share in the sum of [PHP] 56,000.00 plus interest at 6% per annum from the date of the sale of the said property until fully paid;
>
> (b) Plaintiffs' share in the Sto. Domingo property is fixed at 599 square meters which defendants-appellants should deliver to the former[.]
>
> The assailed Decision is **AFFIRMED** in all other respects.
>
> **SO ORDERED.**[22] (Emphasis in the original)

The petitioners moved for reconsideration, but their motion was denied by the CA in the assailed Resolution[23] dated November 12, 2010. Hence, this Petition.

Petitioners argue that the RTC and CA should have dismissed the Complaint for partition and damages because respondents are not co-owners of the disputed properties. An action for partition presupposes an existing co-ownership arising from the death of the decedent.[24] For one, the Concepcion Pequeña property did not form part of the estate of Soledad when she passed away in 1984 because she already sold the land to Jaime and Napoleon on May 21, 1977. The RTC and the CA failed to consider that the deed of sale signed by Soledad is a notarized document.[25] Being the owner of the Concepcion Pequeña property, Soledad had every right during her lifetime, to dispose of her property, without limitations other than those established by law.[26]

Anent the Sto. Domingo property, the petitioners maintain that the land was adjudicated in favor Jaime and Napoleon on November 15, 1966, as per deed of extrajudicial settlement of estate duly signed by the heirs of Cerilo, including Vicente and his wife, Virginia.[27]

On the other hand, respondents averred that the Petition raised questions of facts which the court *a quo* has already examined. The issues are not proper in a Rule 45 Petition of the Rules of Court, since the Court is not a reviewer of facts.[28]

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[22] *Id.* at 47–49.
[23] *Id.* at 51–53.
[24] *Id.* at 24.
[25] *Id.* at 27.
[26] *Id.* at 25.
[27] *Id.* at 23, 75.
[28] *Id.* at 93.

Issue

Whether the RTC and the CA are correct in declaring that the Concepcion Pequeña and the Sto. Domingo properties are co-owned by the surviving heirs of Cerilo and Soledad and in ordering the partition of the disputed lots between petitioners and respondents.

Ruling

The Court grants the Petition.

Fundamentally, a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court only covers questions of law. Corollary to this rule, the Court no longer reviews the factual findings of the CA, especially those affirming the conclusions of the RTC, unless there are compelling reasons,[29] such as:

> (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) **when the judgment is based on a misapprehension of facts;** (5) when the findings of fact are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) *when the findings are conclusions without citation of specific evidence on which they are based;* (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) *when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.*[30] (Emphasis supplied)

The exceptions in numbers one, eight, and 11 are present in the instant case.

Nature of an action for partition

The estate of a deceased person passes on to their heirs at the moment of death.[31] From that point, Article 1078 of the Civil Code,[32] ordains that all the heirs shall become co-owners of the properties belonging to the estate.

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29 *Spouses Chua v. Msgr. Soriano*, 549 Phil. 578 (2007) [Per J. Austria-Martinez, Third Division].

30 *Id.* at 588–589.

31 CIVIL CODE, art. 777.
Article 777. The rights to the succession are transmitted from the moment of the death of the decedent.

32 CIVIL CODE, art. 1078.
Article 1078. Where there are two or more heirs, the whole estate of the decedent is, before its partition, owned in common by such heirs, subject to the payment of debts of the deceased.

Despite this provision, the heirs are not obliged to remain in the co-ownership[33] and may, at any time, demand the partition of the properties held in common.[34] They may then choose to divide the estate among themselves extrajudicially,[35] or resort to the filing of an action for judicial partition in case of disagreement.[36]

A complaint for judicial partition like the present one is a mode of extinguishing co-ownership. It aims to secure a division of the whole estate to grant exclusive ownership to each one of the co-owners of the property corresponding to their share.[37] Based on this premise, the first stage in an action for partition is the settlement of the issue on ownership. This inevitably requires the plaintiff or claimant to prove, by preponderance of evidence, their rightful interest as co-owner of the property.[38]

Here, there is no issue as to the status of the petitioners and respondents as the legitimate heirs/grandchildren of the deceased Cerilo and Soledad. It is also on record that the parties no longer question the RTC's ruling regarding the Marupit and the Barlin properties, which was affirmed by the CA.

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33 CIVIL CODE, art. 494.
Article 494. No co-owner shall be obliged to remain in the co-ownership. Each co-owner may demand at any time the partition of the thing owned in common, insofar as his share is concerned.
Nevertheless, an agreement to keep the thing undivided for a certain period of time, not exceeding ten years, shall be valid. This term may be extended by a new agreement.
A donor or testator may prohibit partition for a period which shall not exceed twenty years.
Neither shall there be any partition when it is prohibited by law.
No prescription shall run in favor of a co-owner or co-heir against his co-owners or co-heirs so long as he expressly or impliedly recognizes the co-ownership.

34 *Arambulo v. Nolasco*, 730 Phil. 464, 473–474 (2014) [Per J. Perez, Second Division].

35 RULES OF COURT, Rule 74, sec. 1.
Section 1. *Extrajudicial settlement by agreement between heirs.* — If the decedent left no will and no debts and the heirs are all of age, or the minors are represented by their judicial or legal representatives duly authorized for the purpose, the parties may, without securing letters of administration, divide the estate among themselves as they see fit by means of a public instrument filed in the office of the register of deeds, and should they disagree, they may do so in an ordinary action of partition. If there is only one heir, he may adjudicate to himself the entire estate by means of an affidavit filed in the office of the register of deeds. The parties to an extrajudicial settlement, whether by public instrument or by stipulation in a pending action for partition, or the sole heir who adjudicates the entire estate to himself by means of an affidavit shall file, simultaneously with and as a condition precedent to the filing of the public instrument, or stipulation in the action for partition, or of the affidavit in the office of the register of deeds, a bond with the said register of deeds, in an amount equivalent to the value of the personal property involved as certified to under oath by the parties concerned and conditioned upon the payment of any just claim that may be filed under Section 4 of this rule. It shall be presumed that the decedent left no debts if no creditor files a petition for letters of administration within two (2) years after the death of the decedent.
The fact of the extrajudicial settlement or administration shall be published in a newspaper of general circulation in the manner provided in the next succeeding section; but no extrajudicial settlement shall be binding upon any person who has not participated therein or had no notice thereof.

36 RULES OF COURT, Rule 39, sec. 3.
Section 3. *Commissioners to make partition when parties fail to agree.* — If the parties are unable to agree upon the partition, the court shall appoint not more than three (3) competent and disinterested persons as commissioners to make the partition, commanding them to set off to the plaintiff and to each party in interest such part and proportion of the property as the court shall direct.
See also *Buot v. Dujali*, 819 Phil. 74–83 (2017) [Per J. Jardeleza, First Division].

37 *Oribello v. Court of Appeals*, (Special Former Tenth Division), 765 Phil. 576, 589 (2015) [Per J. Bersamin, First Division].

38 *Vda. de Figuracion v. Figuracion-Gerilla*, 703 Phil. 455, 468 (2015) [Per J. Reyes, First Division].

Hence, the Court shall only determine: (1) whether the action for partition is proper with respect to the Concepcion Pequeña and the Sto. Domingo properties and if so, (2) whether the portions allotted as the respective shares of each set of heirs are correct.

Respondents failed to prove their right to demand the partition of the Sto. Domingo property

In this case, the RTC ruled in favor of the respondents and ordered the partition of the Sto. Domingo property. The trial court declared that although Jaime and Napoleon presented the extra-judicial settlement of estate dated November 15, 1966[39] to prove their defense of ownership, the length of their possession of the Sto. Domingo property fell short of the 30-year period required for extraordinary acquisitive prescription.[40]

The RTC departed from the established rules of evidence and burden of proof in civil cases.

Rule 131, Section 1 of the Rules of Court, states:

> **SECTION 1.** *Burden of proof and burden of evidence.* Burden of proof is the duty of a party to present evidence on the facts in issue necessary to establish his or her claim or defense by the amount of evidence required by law[.]

The rule dictates that whoever alleges the affirmative of an issue bears the burden of proof. In civil cases, this duty devolves upon the plaintiff because the burden of proof never parts. Nonetheless, once the plaintiff is able to prove by preponderance of evidence, their cause of action during the trial, the burden of evidence shifts to the defendant to controvert plaintiff's *prima facie* case. Should the defendant fail, the trial court must resolve the controversy in favor of the plaintiff.[41]

In the present Complaint for partition and damages, respondents claimed that they were fraudulently excluded by their co-owners Jaime and Napoleon from participating in the estate of Cerilo and Soledad, which include the Sto. Domingo property:[42]

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39 RTC Records, pp. 434–435 (Exhibits "2" and "T," with sub-markings).

40 *Rollo*, pp.75–81.

41 *Manongsong v. Estimo*, 452 Phil. 862, 877 (2003), *citing Jison v. Court of Appeals*, 350 Phil. 138, 173 (1998) [Per J. Davide, Jr., First Division].

42 *Rollo*, p. 55. Complaint for partition and damges dated May 22, 1996, p. 4.

> 8. That with respect to other properties mentioned in the preceding paragraphs, defendant Jaime Valiente in collusion with defendant Napoleon Valiente declared said real properties in his [sic] name to exclude herein plaintiffs to participate in the partition of the properties of the estate of his parents who both died intestate[.][43]

To prove their cause of action, Rizaardo, testified that his grandmother, Soledad, lived with their family in Sampaloc, Manila before she passed away in 1984. He knows that his grandparents left residential lots at Marupit and Sto. Domingo, Camaligan, Camarines Sur and in Concepcion Pequeña and Barlin in Naga City. After the death of his grandparents, they learned that these properties were transferred in the names of Jaime and Napoleon.[44] He resided in his grandfather's house in Marupit from "caton" or pre-school until he reached Grade 2. Anent the Sto. Domingo property, Rizaardo knows that the land is already in the name of his uncle, Jaime, as indicated in Tax Declaration No. 0070214, but it was previously declared in the name of his grandfather under the old Tax declaration No. 1174.[45] Rizaardo admitted that he, his siblings, and their mother, Virginia, were never in possession of the Sto. Domingo property.[46] On cross-examination, Rizaardo claimed that his father, Vicente, gave money to Jaime for the payment of taxes but did not ask for the receipts because he trusted Jaime.[47] Lastly, Rizaardo admitted that his father, Vicente, did not file any case against Jaime and Napoleon during his lifetime.[48]

On the other hand, Jaime testified for the petitioners. He clarified that the properties of their parents were already partitioned among the heirs. For instance, in 1963, after the death of their father, they extrajudicially partitioned the 552-square meter Barlin property. The shares of Soledad, Elizabeth, and Vicente were sold to former Judge Mamerto Bonot, while Napoleon sold his share to Virginia Rosana. These transactions were duly annotated on the title of the Barlin property. What remained was his share of 111 square meters which is now covered by TCT No. 1813.[49] As for the Marupit property, the same was given to him by Soledad with the conformity of his brothers and sister as shown in the deed of partial extra judicial settlement of estate with donation. Anent the contested lot in Sto. Domingo, the property was adjudicated and divided between him and Napoleon in November 1966 as agreed in the extra judicial settlement of estate executed by all the heirs, including Vicente. Jaime stated that Virginia was even present when the Marupit and the Sto. Domingo properties were partitioned and she signed as Vicente's wife on the deeds. After the partition, he and Napoleon built theirs houses in Sto. Domingo and paid the taxes due thereon.[50]

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43 *Id.* at p. 56.
44 TSN, April 2, 1998, pp. 2-15.
45 TSN, December 2, 1998, pp. 3-4.
46 *Id.* at 11.
47 TSN, March 12, 1999, p. 6-7.
48 *Id.*
49 *Id.*
50 TSN, January 19, 2000, pp. 2-28.

With regard to the lots located in Concepcion Pequeña, Jaime testified that these were part of a larger property owned by Antero under OCT No. 100. In 1977, Antero sold four lots to his mother, Soledad, while the latter was vacationing in Camaligan with Elizabeth, who was then a college professor. Soledad wanted to build an apartment in Concepcion Pequeña, but changed her mind when she saw that the property was full of cogon grass. Instead, Soledad sold the property to him and Napoleon. Vicente was not present during the sale as he was a soldier working with the Philippine Air Force. At present Jaime and his family remain in possession of his shares in the Marupit, Sto. Domingo, and Concepcion Pequeña properties, unlike Napoleon who already sold most of his shares to third persons. Jaime explained that Elizabeth and Vicente waived their rights on the Marupit and the Sto. Domingo properties because they were already given properties in General Luna in Naga City and in Sampaloc, Manila.[51]

After trial, the RTC ordered the partition of the disputed Sto. Domingo property, without making a categorical finding on respondents' claim of co-ownership. The RTC ruled in this manner:

> With regard to the property in Sto. Domingo, Camaligan, [Camarines]. Sur, while the defendants presented an Extra-Judicial Settlement of Estate dated [November] 15, 1966, the time when the tax declaration was transferred in their name[s] was only in 1980 (ARP No. 1883) for .1310 [square meters] and for 645 [square meters] (ARP No. 7044) in 1984. Laches and prescription has not [sic] yet set in considering that the said [*signatures*] Extra-Judicial Settlement of Estate are not that of Virginia and Vicente Valiente. With such allegation, the requirement for extraordinary prescription had not been met.[52]

Unfortunately, the CA's Decision fails just the same. In the assailed Decision,[53] the CA merely restated the parties' arguments and immediately proceeded to recompute the portions of the estate allotted by the RTC to the heirs.

In keeping with judicial economy, given that the case was filed way back in 1996, and considering further the lapses of the RTC and the CA, and the substantive issues raised in the present Petition, the Court deems it necessary to exercise its discretionary power of review under the Rules of Court, Rule 45.

First, the Court finds no sufficient evidence to prove the alleged co-ownership of the Sto. Domingo property that would support the action for partition.

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[51] TSN, March 6, 2000; July 3, 2000; January 8, 2001; March 5, 2001.
[52] *Rollo*, p. 75.
[53] *Id. at* 41-50.

Contrary to the conclusions of the RTC and the CA, respondents' claim of co-ownership was belied by evidence showing that the Sto. Domingo property already ceased to be a common property of the heirs of Cerilo and Soledad. As early as November 1966, the land in Sto. Domingo was adjudicated in favor of Jaime and Napoleon in the extra-judicial settlement of estate[54] executed by Soledad and the Valiente siblings. During trial, Rizaardo failed to dispute the fact that his father, Vicente, signed the document together with his siblings and their mother, Soledad. True enough, Rizaardo admitted that Vicente, during his lifetime, did not contest Jaime and Napoleon's ownership and exclusive possession of the Sto. Domingo property.[55]

Moreover, the Court observes that the extrajudicial partition was also signed by Vicente's surviving spouse, Virginia.[56] When presented as a rebuttal witness, Virginia disowned the signatures purporting to be hers and Vicente's on the extra-judicial settlement of estate. She then identified several documents marked as Exhibits "U" to "BB" which contain their specimen signatures[57] to prove that those appearing in the extra-judicial partition are not genuine. Surprisingly, Exhibits "U" to "BB" were not submitted and not formally offered as evidence by the respondents.[58] For this reason, the Court cannot determine the truthfulness of Virginia's statement. Indeed, courts cannot give probative weight to documents not included in the formal offer.[59] As it stands, Virginia's bare denial cannot prevail over the documentary evidence that she and Vicente signed, the extra-judicial partition and that they signed the document in the presence of Jaime,[60] and the other witness Florencia Valiente.[61]

Jaime and Napoleon's exclusive possession of the Sto. Domingo property for over 30 years ripened into ownership by acquisitive prescription

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54 RTC Records, pp. 434–435 (Exhibits "2" and "T," with sub-markings).

55 TSN, March 12, 1999, pp. 6–7.

56 RTC Records, pp. 434–435 (Exhibits "2" and "T," with sub-markings).

57 TSN, September 9, 2003, pp. 9–15.

58 RTC Records, pp. 202–204, Formal Offer of Plaintiffs' Exhibits dated August 17, 1999, indicating only Exhibits "A" to "R" with their sub-markings.

59 *Zambales v. Savacion Villon Zambales,* 851 Phil. 52, 58 (2019) [Per J. Peralta, Third Division], *citing* the RULES OF COURT, Rule 132, Section 34, which states: The court shall consider no evidence which has not been formally offered. The purpose for which the evidence is offered must be specified.

60 TSN, January 19, 2000, pp. 11–17.

61 TSN, June 6, 2006, pp. 2–7.

A person may acquire ownership over a real property by prescription.[62] In order to ripen into ownership, one's possession must be in the concept of an owner, public, peaceful, and uninterrupted[63] for the periods stated in Article 1134, for ordinary prescription, and in Article 1137 for extraordinary prescription of the Civil Code:

> ARTICLE 1134. Ownership and other real rights over immovable property are acquired by *ordinary prescription* through possession of *ten years.*
>
> ARTICLE 1137. Ownership and other real rights over immovables also prescribe through uninterrupted adverse possession thereof for *thirty years, without need of title or of good faith.* (Emphasis supplied)

In its Decision,[64] the RTC declared that Jaime and Napoleon's claim of ownership over the Sto. Domingo property could not prosper because their possession only started in 1980, hence, did not meet the required 30-year period for extraordinary acquisitive prescription.

The RTC is mistaken.

As a rule, prescription does not run in favor of a co-heir or co-owner for as long as the existence of the co-ownership is recognized. In other words, the 10-year and 30-year periods for acquisitive period under Articles 1134 and 1137 of the Civil Code, will only commence once there is a clear repudiation of the co-ownership.[65]

Following this principle, the Court finds that the extrajudicial partition executed by the Valiente siblings in November 1966 did not only embody a valid relinquishment on the part of Soledad, Elizabeth and Vicente in favor of Jaime and Napoleon. Ultimately, the extrajudicial partition serves as ample legal basis for Jaime and Napoleon's adverse possession of the Sto. Domingo property.[66] It was undisputed that Jaime and Napoleon immediately and exclusively occupied the premises after the partition. This is a clear act of repudiation and signals the commencement of the period of prescription. Counting from the extrajudicial partition in November 1966 until the filing of respondents' complaint in May 1996, Jaime and Napoleon had actual, exclusive, and undisturbed possession for over 30 years and thus, acquired the Sto. Domingo property through extraordinary acquisitive prescription.[67]

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62 CIVIL CODE, art. 1117.
Article 1117. Acquisitive prescription of dominion and other real rights may be ordinary or extraordinary.
Ordinary acquisitive prescription requires possession of things in good faith and with just title for the time fixed by law.

63 *Marcelo v. Court of Appeals*, 365 Phil. 354, 361 (1999) [Per J. Vitug, Third Division].

64 *Id.* at 69–81.

65 *Heirs of Maningding v. Court of Appeals*, 342 Phil. 567, 577 (1997) [Per J. Bellosillo, First Division].

66 *Id.*

67 *Lorenzo v. Eustaquio*, G.R. No. 209435, August 10, 2022 [Per J. Hernando, First Division]; *Vda. de Figuracion v. Figuracion-Gerilla*, 703 Phil. 455, 471 (2013) [Per J. Reyes, First Division].

At any rate, even assuming that the RTC was correct in reckoning the prescriptive period from 1980, when the tax declaration was transferred from Cerilo's name to that of Jaime and Napoleon,[68] still, a period of 16 years has already lapsed before the respondents filed their Complaint for partition and damages in 1996. The adverse, exclusive, and uninterrupted possession in good faith of Jaime and Napoleon on the basis of the extrajudicial partition as their just title, coupled with the payment of real property taxes – are sufficient proofs that they acquired ownership of the Sto. Domingo property through ordinary prescription, at the very least.

In sum, the absence of preponderance of evidence that the respondents are entitled to a share as co-owners in the Sto. Domingo property warrants the dismissal of their Complaint for partition and damages.

The sale of the Concepcion Pequeña property to Jaime and Napoleon is valid

(a) The property was owned by Antero and was not inherited by Soledad from her parents

In their Complaint for partition and damages, respondents alleged that the Concepcion Pequeña property was inherited by Soledad from her parents, hence, was passed down to the Valiente siblings as a common property after her death. However, Jaime and Napoleon made it appear that the land was sold by Antero to Soledad to strengthen their claim that they purchased the property from Soledad before she died. On the other hand, petitioners clarified that the land originally belonged to Antero. It was sold in 1977 to Soledad, who, in turn sold the property to her sons, Jaime and Napoleon.

The RTC and the CA ruled in favor of the respondents. Thereupon, the Concepcion Pequeña property was declared to be part of the estate of Soledad and was ordered to be partitioned among the Valiente siblings and their heirs. The ruling is contrary to the evidence on record.

A careful examination of OCT No. 100 in the name of Antero, who is Soledad's nephew,[69] shows that the title was issued way back on June 29, 1955 in favor of Antero pursuant to Free Patent No. V-15515.[70] The grant of the free patent in Antero's name clearly shows that he was the sole owner and

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68 Records, pp. 463 and dorsal page, Field Appraisal and Assessment Sheet A.R.P. No. 1883 for the year 1980, in the name of Jaime and Napoleon.

69 TSN, March 6, 2000, pp. 3–4.

70 Records, pp. 455–456 and dorsal portions.

cultivator of the land.[71] The existence of the free patent disproves respondents' claim that the Concepcion Pequeña property was inherited by Soledad from her parents and that the sale between her and Antero in 1977 was merely a ploy to facilitate the transfer of inheritance.

With regard to the sale in favor of Soledad, the Court notes that the transaction was covered by a notarized deed of absolute sale of real property[72] dated May 5, 1977. The sale was duly annotated in the memorandum of encumbrances of OCT No. 100, along with the other sales and mortgages executed by Antero. The OCT also shows that the portion sold to Soledad is only a fraction of the entire 15,886 square meters owned and registered in the name of Antero. Verily, the voluntary dealings made by Antero with respect to the other portions of his land, as reflected in the annotations on the OCT, proved that he is the real owner of the Concepcion Pequeña property before that portion was sold to Soledad.[73]

Next, what is left for the Court to determine is whether the RTC and the CA correctly held that the deed of absolute sale of real property dated May 5, 1977 subsequently executed between Soledad, as vendor and Jaime and Napoleon as vendees,[74] is void because the signature of Soledad is a forgery.

(b) Respondents failed to discharge their burden of proving forgery; presumption of regularity of notarized documents prevails

To prove the forgery, respondents presented the testimonies of Virginia's brother, Alfredo Asico (Alfredo), and that of Rizaardo. Both witnesses stated that Soledad could not have signed the deed of sale in 1977 because she was already blind. In particular, Alfredo narrated that he attended the wake of his brother-in-law, Vicente in 1975. At that time, he saw that Soledad was only touching the coffin because she could no longer see.[75] This was reiterated by Rizaardo who testified that her grandmother was already weak and blind in 1975.[76]

Petitioners denied the allegation. Jaime testified that her mother, Soledad, went home to Camaligan in 1977 for a vacation and she was accompanied by her sister Elizabeth. It was during this time that the Concepcion Pequeña property was offered and sold to Soledad by her nephew,

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71 *Basilio v. Callo*, 890 Phil. 802, 811 (2020) [Per J. Perlas-Bernabe, Second Division].
72 Records, p.458 and dorsal.
73 *Id.* at 455–456 and dorsal.
74 *Id.* at 457 and dorsal
75 TSN, January 15, 1998, pp. 3–10.
76 TSN, April 2, 1998, pp. 5–15.

Antero. However, upon realizing that the property is only a grassland filled with cogon, Soledad decided to sell the lot to Jaime and Napoleon.[77]

Faced with the opposing statements on the physical capacity of Soledad to sign the deed of sale in 1977,[78] the RTC declared:

> Plaintiffs contend that Soledad could not have signed said document as the latter was already weak and blind at that time. No witnesses were presented to prove that indeed Soledad intended to sell the property to Napoleon and Jaime or to prove that Soledad received the purchase price[.]
>
> . . . .
>
> Defendants failed to prove the truth and validity of the Deed of Sale of the property located at Concepcion Pequeña, Naga City, executed by one Soledad Vda. de Valiente in their favor. The registration of the document was a ministerial act and merely created a constructive notice of its contents against all parties.[79]

Again, the Court notes that the RTC did not give a definitive ruling on the issue of forgery as it simply declared that the partition of the Concepcion Pequeña property is in order. This conclusion cannot be sustained because forgery cannot simply be presumed. It must be proven by clear, positive, and convincing evidence and the burden of proof lies on the party alleging forgery.[80]

In the similar case of *Almeda v. Heirs of Ponciano Almeda*,[81] the petitioners claimed that their eldest sibling, Ponciano, took advantage of his close relationship with their deceased parents and simulated the sale of the properties in his favor through forgery. During the trial, Emerlina, one of the siblings, testified that the vendors' signatures appearing on the deed of sale contain wild strokes that did not belong to her parents. The Court held that the person contesting the genuineness of a notarized deed of sale has the burden to make out a clear-cut case of forgery by showing:

> (1) the extent, kind and significance of the variation[] [in the standard and disputed signatures];
>
> (2) that the variation [is] due to the operation of a different personality and not merely an expected and inevitable variation found in the genuine writing of the same writer; and
>
> (3) that the resemblance [is a] result of a more or less skillful imitation and not merely a habitual and characteristic resemblance which naturally appears in a genuine writing.[82]

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77 TSN, March 6, 2000, pp. 3–18.
78 *Rollo*, pp. 69–81.
79 *Id.* at 76–79.
80 *Spouses Coronel v. Solis Quesada*, 864 Phil. 420, 432 (2007) [Per J. Peralta, Third Division].
81 818 Phil. 239 (2017) [Per J. Tijam, First Division].
82 *Id.* at 254–255.

Using this standard, the Court ruled that Emerlina's uncorroborated testimony failed to demonstrate that the signatures of their parents were forged. Emerlina stood to benefit from a judgment annulling the deed of sale, hence, her testimony was not as reliable as written or documentary evidence. The Court ruled that her self-serving statements did not overcome the presumption of regularity and due execution of the notarized deed of sale.[83]

Relative to this, in *Manongsong v. Estimo*,[84] the Court stressed that in order "[t]o assail the authenticity and due execution of a notarized document, the evidence must be clear, convincing, and more than merely preponderant."[85] Respondents fail in this aspect.

In this case, the only evidence adduced to prove the alleged forgery were the self-serving testimonies of Alfredo and Rizaardo, who claim that Soledad was already blind at the time of the sale of the Concepcion Pequeña property. The RTC heavily relied on these verbal accounts such that it failed to consider that the deed of absolute sale of real property[86] dated May 5, 1977 executed by Soledad in favor of Jaime and Napoleon was a notarized document and was duly registered with the Registry of Deeds.

Being classified as a public document, the notarized deed of sale carries a presumption of regularity.[87] The act of notarization lends truth to the statements contained in the deed of sale, including the authenticity of the signatures affixed by the parties.[88] In assessing its evidentiary weight, the Court may therefore rely on the face of the notarized deed of sale between Soledad and her sons Jaime and Napoleon. Thus, we uphold its authenticity and due execution without need of further examination.[89]

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83 *Id.* at 258.

84 452 Phil. 862 (2003) [Per J. Carpio, First Division].

85 *Id.* at 877–878.

86 Records, p. 457 and dorsal.

87 RULES OF COURT, Rule 132, sec. 19(b); *See also Tigno v. Spouses Aquino*, 486 Phil. 254, 271–272 (2004) [Per J. Tinga, Second Division].

Section 19. *Classes of documents.* — For the purpose of their presentation in evidence, documents are either public or private.

Public documents are:

. . . .

(b) Documents acknowledged before a notary public except last wills and testaments[.]

(c) Documents that are considered public documents under treaties and conventions which are in force between the Philippines and the country of sources; and

(d) Public records, kept in the Philippines, of private documents required by law to be entered therein.

All other writings are private.

88 *Delfin v. Billones,* G.R. No. 146550, March 17, 2006, 519 Phil. 720, 732 (2006) [Per J. Tinga, Third Division].

89 *Tortona v. Gregorio,* 823 Phil. 980, 991 (2018) [Per J. Leonen, Third Division].

From the totality of evidence presented, the Court sees that from the year 1962, the Valiente siblings and their mother, Soledad, took pains to extrajudicially partition all the properties owned by them (Cerilo and Soledad). The siblings Vicente, Elizabeth, Napoleon, and Jaime were all given their shares, and not one of them questioned the partition during their lifetime.

Lamentably, the remaining heirs, particularly the children of Vicente, do not share the same sentiment. They filed their Complaint for partition and damages in 1996. Yet, there was no explanation given by the respondents for the long delay. As held by the Court in *Catholic Bishop of Balanga v. Court of Appeals*,[90] the "[c]ourts cannot look with favor at parties who, by their silence, delay and inaction, knowingly induce another to spend time, effort, and expense in cultivating the land, paying taxes and making improvements thereon for an unreasonable period only to spring an ambush and claim title which the possessor's efforts and the rise of land values offer an opportunity to make easy profit at their own expense."[91] Apart from the lack of evidence to support the action for partition as discussed, the unexplained delay on the part of respondents children of Vicente in filing their claim has converted their right into a stale demand. Equity demands that they now be estopped from questioning petitioners' ownership of the disputed properties.[92]

ACCORDINGLY, the Petition for Review on *Certiorari* is **GRANTED**. The Decision dated November 26, 2009 and the Resolution dated November 12, 2010 of the Court of Appeals in CA-G.R. CV No. 89127 are **REVERSED**. The Complaint for partition and damages docketed as Civil Case No. '96-3554 filed before the Regional Trial Court, Branch 23, Naga City is **DISMISSED** for lack of merit.

SO ORDERED.

MARIO V. LOPEZ
Associate Justice

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90 332 Phil. 206 (1996) [Per J. Hermosisima, First Division].
91 *Id.* at 224.
92 *Id.* at 224–225

WE CONCUR:

MARVIC M.V. F. LEONEN
Associate Justice
Chairperson

AMY C. LAZARO-JAVIER
Associate Justice

JHOSEP Y. LOPEZ
Associate Justice

ANTONIO T. KHO, JR.
Associate Justice

ATTESTATION

I attest 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.

MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson

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 case was assigned to the writer of the opinion of the Court's Division.

ALEXANDER G. GESMUNDO
Chief Justice