



Republic of the Philippines
Supreme Court
 Manila

THIRD DIVISION

**SPOUSES DOMINADOR
 MARCOS and GLORIA MARCOS,**
 Petitioners,

G.R. No. 185745

Present:

PERALTA, J.,*
Acting Chairperson,
 VILLARAMA, JR.,
 REYES,
 PERLAS-BERNABE,** and
 JARDELEZA, JJ.

- versus -

**HEIRS OF ISIDRO BANGI and
 GENOVEVA DICCION,**
 represented by **NOLITO SABIANO,**
 Respondents.

Promulgated:

October 15, 2014

[Handwritten Signature]

X-----X

DECISION

REYES, J.:

Before this Court is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court seeking to annul and set aside the Decision² dated September 30, 2008 and Resolution³ dated December 4, 2008 issued by the Court of Appeals (CA) in CA-G.R. CV No. 89508, which affirmed the Decision⁴ dated March 26, 2007 of the Regional Trial Court (RTC) of Urdaneta City, Pangasinan, Branch 47, in Civil Case No. U-6603.

* Acting Chairperson per Special Order No. 1815 dated October 3, 2014 *vice* Associate Justice Presbitero J. Velasco, Jr.

** Additional member per Special Order No. 1816 dated October 3, 2014 *vice* Associate Justice Presbitero J. Velasco, Jr.

¹ *Rollo*, pp. 9-29.

² Penned by Associate Justice Mariano C. Del Castillo (now a member of this Court), with Associate Justices Arcangelita M. Romilla-Lontok and Romeo F. Barza, concurring; *id.* at 126-136.

³ *Id.* at 143.

⁴ Issued by Judge Meliton G. Emuslan; *id.* at 87-93.

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The Facts

On June 26, 1998, the heirs of Isidro Bangi (Isidro) and Genoveva Diccion (Genoveva) (respondents), filed with the RTC a complaint,⁵ docketed as Civil Case No. U-6603, for annulment of documents, cancellation of transfer certificates of titles, restoration of original certificate of title and recovery of ownership plus damages against spouses Dominador Marcos (Dominador) and Gloria Marcos (Gloria) (petitioners). Likewise impleaded in the said complaint are spouses Jose Dilla (Jose) and Pacita Dilla (Pacita), Ceasaria Alap (Ceasaria), and spouses Emilio Sumajit (Emilio) and Zenaida Sumajit (Zenaida).

In their complaint, the respondents averred that on November 5, 1943, their parents, Isidro and Genoveva, bought the one-third portion of a 2,138-square meter parcel of land situated in San Manuel, Pangasinan and covered by Original Certificate of Title (OCT) No. 22361 (subject property) from Eusebio Bangi (Eusebio), as evidenced by a Deed of Absolute Sale executed by the latter. OCT No. 22361 was registered in the name of Alipio Bangi (Alipio), Eusebio's father. After the sale, the respondents claimed that Isidro and Genoveva took possession of the subject property until they passed away. The respondents then took possession of the same.

Further, the respondents alleged that sometime in 1998, they learned that the title to the subject property, including the portion sold to Isidro and Genoveva, was transferred to herein petitioner Dominador, Primo Alap (Primo), Ceasaria's husband, Jose, and Emilio through a Deed of Absolute Sale dated August 10, 1995, supposedly executed by Alipio with the consent of his wife Ramona Diccion (Ramona). The respondents claimed that the said deed of absolute sale is a forgery since Alipio died in 1918 while Ramona passed away on June 13, 1957.

Consequently, by virtue of the alleged Deed of Absolute Sale dated August 10, 1995, OCT No. 22361 was cancelled and Transfer Certificate of Title (TCT) No. 47829 was issued to Dominador, Primo, Jose and Emilio. On November 21, 1995, Primo, Jose and Emilio executed another deed of absolute sale over the same property in favor of herein petitioners. TCT No. T-47829 was then cancelled and TCT No. T-48446 was issued in the names of herein petitioners. The respondents claimed that the Deed of Absolute Sale dated November 21, 1995 was likewise a forgery since Primo could not have signed the same on the said date since he died on January 29, 1972.

⁵ Id. at 31-36.

Thus, the respondents sought the nullification of the Deeds of Absolute Sale dated August 10, 1995 and November 21, 1995 and, accordingly, the cancellation of TCT Nos. T-47829 and T-48446. The respondents likewise sought the restoration of OCT No. 22361.

In their answer, herein petitioners, together with the spouses Jose and Pacita, Ceasaria and the spouses Emilio and Zenaida, denied the allegations of the respondents, claiming that they are the owners of the subject property, including the one-third portion thereof allegedly sold by Eusebio to the respondents' parents Isidro and Genoveva. They averred that the subject property was originally owned by Alipio; that after his death, his children – Eusebio, Espedita and Jose Bangi – inherited the same. That on May 8, 1995, Espedita and Jose Bangi executed a deed of extrajudicial partition with quitclaim wherein they waived their rights over the subject property in favor of Eusebio's children – Ceasaria, Zenaida, Pacita and herein petitioner Gloria.

They further claimed that their father Eusebio could not have validly sold the one-third portion of the subject property to Isidro and Genoveva. They explained that Eusebio supposedly acquired the parcel of land covered by OCT No. 22361 by virtue of a donation *propter nuptias* from his father Alipio when he married Ildefonsa Compay (Ildefonsa) in 1928. They claimed that the donation *propter nuptias* in favor of Eusebio was fictitious since Alipio died in 1918 and that, in any case, the said donation, even if not fictitious, is void since the same was not registered.

They also averred that they had no participation in the execution of the Deed of Absolute Sale dated August 10, 1995, claiming that it was a certain Dominador Quero, the one hired by herein petitioner Gloria to facilitate the transfer of OCT No. 22361 in their names, who caused the execution of the same.

Subsequently, the respondents and Ceasaria and the spouses Emilio and Zenaida entered into a compromise agreement wherein Ceasaria and spouses Emilio and Zenaida acknowledged the right of the respondents over the subject property and admitted the existence of the sale of the one-third portion thereof by Eusebio in favor of the spouses Isidro and Genoveva. Thus, the case as to Ceasaria and the spouses Emilio and Zenaida was dismissed.

Ruling of the RTC

On March 26, 2007, the RTC rendered a Decision⁶ the decretal portion of which reads:

WHEREFORE, premises considered, judgment is hereby rendered:

- 1) Declaring the Deed of Absolute Sale dated August 10, 1995 x x x and Deed of Absolute Sale dated November 21, 1995 x x x as null and void;
- 2) Declaring Transfer Certificate of Title No. T-47829 issued in the names of PRIMO ALAP married to [Ceasaria] Alap, JOSE DILLA married to Pacita Dilla, DOMINADOR MARCOS married to Gloria Marcos, and EMILIO SUMAJIT married to Zenaida Sumajit x x x and Transfer Certificate of Title No. T-48446 in the name of Spouses DOMINADOR MARCOS and GLORIA BANGI x x x as null and void.

Consequently, the Registrar of Deeds of Tayug, Pangasinan is hereby directed to cancel the same and all the other copies thereof and that Original Certificate of Title No. 22361 in the name of Alipio Bangi married to Romana Diccion be revived and/or reinstated in the registration book.

- 3) Declaring the sale by Eusebio Bangi of his share to the land in question in favor of x x x Isidro Bangi and Genoveva Diccion as valid and effective.
- 4) For the defendant to pay the costs.

SO ORDERED.⁷

The RTC opined that the Deed of Absolute Sale dated August 10, 1995 is a nullity; that the same was falsified considering that Alipio could not have executed the same in the said date since he died in 1918. Consequently, all the documents and certificates of title issued as a consequence of the Deed of Absolute Sale dated August 10, 1995 are void. Thus:

In fact, defendant Gloria Marcos admitted in Court that the Deed of Absolute Sale was falsified, only it was allegedly falsified by a certain Dominador Quero. This notwithstanding, the fact still remains, that the Deed of Absolute Sale, which was the basis for the cancellation of the Original Certificate of Title No. 22361, was falsified.

x x x x

⁶ Id. at 87-93.

⁷ Id. at 92-93.

The Deed of Absolute Sale dated August 10, 1995, being a forged document, is without question, null and void. This being the case, the land titles issued by reason thereof are also void because a forged deed conveys no right.⁸

The RTC upheld the Deed of Absolute Sale dated November 5, 1943 over the one-third portion of the subject property executed by Eusebio in favor of the spouses Isidro and Genoveva. The RTC pointed out that the petitioners merely claimed that the signature of Eusebio appearing on the Deed of Absolute Sale dated November 5, 1943 was falsified without presenting any other evidence to prove such claim.

As regards the claim that Eusebio could not have validly sold the one-third portion of the subject property since his acquisition of the same in 1928 through a donation *propter nuptias* by Alipio was fictitious since the latter died in 1918, the RTC found that the petitioners likewise failed to present any evidence to prove such allegation. Considering that the Deed of Absolute Sale dated November 5, 1943 is a notarized document, the RTC ruled that the same must be sustained in full force and effect since the petitioners failed to present strong, complete and conclusive proof of its falsity or nullity.

Unperturbed, the petitioners appealed from the RTC Decision dated March 26, 2007 to the CA, maintaining that the sale between Eusebio and the spouses Isidro and Genoveva was invalid.⁹ They explained that the Deed of Absolute Sale dated November 5, 1943 stated that Eusebio acquired the subject property from his parents Alipio and Ramona through a donation *propter nuptias*; that Eusebio got married to Ildelfonsa in 1928 and Alipio Bangi could not have executed a donation then because he died in 1918.

Ruling of the CA

On September 30, 2008, the CA rendered the herein assailed Decision,¹⁰ which affirmed the Decision dated March 26, 2007 of the RTC. The CA upheld the petitioners' claim that the supposed donation *propter nuptias* of the subject property in favor of Eusebio from his parents was not sufficiently established. The CA pointed out that the purported Deed of Donation was not recorded in the Register of Deeds; that there is no showing that the said donation was made in a public instrument as required by the Spanish Civil Code, the law in effect at the time of the supposed donation in favor of Eusebio.

⁸ Id. at 89-90.

⁹ Id. at 94-123.

¹⁰ Id. at 126-136.

Nevertheless, the CA found that Eusebio, at the time he executed the Deed of Absolute Sale in favor of the spouses Isidro and Genoveva, already owned the subject property, having inherited the same from his father Alipio who died in 1918. Further, the CA did not give credence to the Deed of Extrajudicial Partition with Quitclaim purportedly executed by Espedita and Jose Bangi since it appears to have been caused to be executed by the petitioners as a mere afterthought and only for the purpose of thwarting the respondents' valid claim.¹¹

The petitioners sought a reconsideration¹² of the Decision dated September 30, 2008, but it was denied by the CA in its Resolution¹³ dated December 4, 2008.

Hence, the instant petition.

Issue

The issue set forth by the petitioners for this Court's resolution is whether the CA committed reversible error in affirming the RTC Decision dated March 26, 2007, which upheld the Deed of Absolute Sale dated November 5, 1943 over the one-third portion of the subject property executed by Eusebio in favor of the spouses Isidro and Genoveva.

Ruling of the Court

The petition is denied.

The appellate court upheld the validity of the sale of the one-third portion of the subject property to the spouses Isidro and Genoveva mainly on the finding that, after the death of Alipio in 1918, an oral partition was had between Eusebio and his siblings Espedita and Jose Bangi; that at the time of the said sale on November 5, 1943 to the spouses Isidro and Genoveva, Eusebio was already the owner of the subject property.

On the other hand, the petitioners maintain that the said sale of the one-third portion of the subject property was not valid. They insinuate that the subject property, at the time of the sale, was still owned in common by the heirs of Alipio; that Eusebio could not validly sell the one-third portion of the subject property as there was no partition yet among the heirs of Alipio.

¹¹ Id. at 134.

¹² Id. at 137-140.

¹³ Id. at 143.

Ultimately, the resolution of the instant controversy is hinged upon the question of whether the heirs of Alipio had already effected a partition of his estate prior to the sale of the one-third portion of the subject property to the spouses Isidro and Genoveva on November 5, 1943. However, the foregoing question is a factual question, which this Court may not pass upon in a petition for review under Rule 45 of the Rules of Court.

Section 1, Rule 45 of the Rules of Court categorically states that the petition filed shall raise only questions of law, which must be distinctly set forth. A question of law arises when there is doubt as to what the law is on a certain state of facts, while there is a question of fact when the doubt arises as to the truth or falsity of the alleged facts. For a question to be one of law, the same must not involve an examination of the probative value of the evidence presented by the litigants or any of them. The resolution of the issue must rest solely on what the law provides on the given set of circumstances. Once it is clear that the issue invites a review of the evidence presented, the question posed is one of fact.¹⁴

The determination of whether the heirs of Alipio had already partitioned his estate prior to the sale of the one-third portion of the subject property on November 5, 1943 necessarily requires an examination of the probative value of the evidence presented by the parties; the doubt arises on the truth or falsity of the allegations of the parties.

Even granting *arguendo* that the petition falls under any of the exceptions justifying a factual review of the findings of the appellate court, the petition cannot prosper. The Court is of the opinion, and so holds, that the CA did not commit any reversible error in ruling that an oral partition of the estate of Alipio had already been effected by his heirs prior to the sale by Eusebio of the one-third portion of the subject property to the spouses Isidro and Genoveva on November 5, 1943.

The petitioners claim that the CA erred in ruling that there was already a partition of the estate of Alipio prior to the sale of the one-third portion of the subject property by Eusebio to the spouses Isidro and Genoveva. They insist that “there was no deed of extrajudicial partition by and among Eusebio, Jose and Espedita [Bangi], wherein Eusebio [was assigned the subject property].”¹⁵ Accordingly, the petitioners aver, the sale in favor of the spouses Isidro and Genoveva on November 5, 1943 is a nullity and, consequently, the respondents do not have any right over the subject property.

¹⁴ *Lorzano v. Tabayag, Jr.*, G.R. No. 189647, February 6, 2012, 665 SCRA 38, 46-47.

¹⁵ *Rollo*, p. 20.

The Court does not agree.

Partition is the separation, division and assignment of a thing held in common among those to whom it may belong.¹⁶ Every act which is intended to put an end to indivision among co-heirs and legatees or devisees is deemed to be a partition.¹⁷ Partition may be inferred from circumstances sufficiently strong to support the presumption. Thus, after a long possession in severalty, a deed of partition may be presumed.¹⁸ Thus, in *Hernandez v. Andal*,¹⁹ the Court emphasized that:

On general principle, independent and in spite of the statute of frauds, courts of equity have enforced oral partition when it has been completely or partly performed.

Regardless of whether a parol partition or agreement to partition is valid and enforceable at law, equity will in proper cases, where the parol partition has actually been consummated by the taking of possession in severalty and the exercise of ownership by the parties of the respective portions set off to each, recognize and enforce such parol partition and the rights of the parties thereunder. Thus, it has been held or stated in a number of cases involving an oral partition under which the parties went into possession, exercised acts of ownership, or otherwise partly performed the partition agreement, that equity will confirm such partition and in a proper case decree title in accordance with the possession in severalty.

x x x x

A parol partition may also be sustained on the ground that the parties thereto have acquiesced in and ratified the partition by taking possession in severalty, exercising acts of ownership with respect thereto, or otherwise recognizing the existence of the partition.²⁰

The evidence presented by the parties indubitably show that, after the death of Alipio, his heirs – Eusebio, Espedita and Jose Bangi – had orally partitioned his estate, including the subject property, which was assigned to Eusebio. On this score, the CA's disquisition is instructive, *viz*:

Even so, We are of the considered view that in 1943, when Eusebio Bangi executed the deed of sale in favor of Isidro Bangi, Eusebio already had acquired interest in the property covered by OCT No. 22361 through succession from his father, Alipio Bangi, who died in 1918.

¹⁶ CIVIL CODE OF THE PHILIPPINES, Article 1079.

¹⁷ CIVIL CODE OF THE PHILIPPINES, Article 1082.

¹⁸ *Maglucot-aw v. Maglucot*, 385 Phil. 720, 736-737 (2000).

¹⁹ 78 Phil. 196 (1947).

²⁰ *Id.* at 203, citing 40 Amer. Jur., 15-18.

Further, it appears that such interest extends to the entire property embraced by OCT No. 22361. This much can be gleaned from the testimony of appellant Gloria Marcos herself, who said that her father Eusebio owned the entire lot because his siblings Espedita and Jose already had their share from other properties.

That there was no written memorandum of the partition among Alipio Bangi's heirs cannot detract from appellee's cause. It has been ruled that oral partition is effective when the parties have consummated it by the taking of possession in severalty and the exercise of ownership of the respective portions set off to each. **Here, it is obvious that Eusebio took possession of his share and exercised ownership over it.** Thus, the preponderant evidence points to the validity of the sale executed between Eusebio Bangi and Isidro Bangi on November 5, 1943 over the one-third portion of the property covered by OCT No. 22361. x x x.²¹ (Emphasis ours)

Further, the CA did not err in not giving credence to the Deed of Extrajudicial Partition with Quitclaim supposedly executed by Espedita and Jose Bangi on May 8, 1995. The Court notes that Alipio died in 1918 while his wife Ramona died on June 13, 1957. It is quite suspect that Espedita and Jose Bangi executed the said Deed of Extrajudicial Partition, wherein they waived their rights over the subject property in favor of Eusebio's children, only on May 8, 1995. That only several months thereafter, the subject property was supposedly sold to the spouses of Eusebio's children and, later, to herein petitioners spouses Dominador and Gloria.


The foregoing circumstances cast doubt as to the petitioners' insinuation that the estate of Alipio had only been partitioned in 1995, when Espedita and Jose Bangi executed the said Deed of Extrajudicial Partition with Quitclaim. As pointed out by the CA, the execution of the Deed of Extrajudicial Partition with Quitclaim is but a ruse to defeat the rights of the respondents over the one-third portion of the subject property. If at all, the Deed of Extrajudicial Partition with Quitclaim executed by Espedita and Jose Bangi merely confirms the partition of Alipio's estate that was earlier had, albeit orally, in which the subject property was assigned to Eusebio.

Accordingly, considering that Eusebio already owned the subject property at the time he sold the one-third portion thereof to the spouses Isidro and Genoveva on November 5, 1943, having been assigned the same pursuant to the oral partition of the estate of Alipio effected by his heirs, the lower courts correctly nullified the Deeds of Absolute Sale dated August 10, 1995 and November 21, 1995, as well as TCT No. T-47829 and T-48446.


²¹ *Rollo*, pp. 133-134.

WHEREFORE, in consideration of the foregoing disquisitions, the petition is **DENIED**. The Decision dated September 30, 2008 and Resolution dated December 4, 2008 of the Court of Appeals in CA-G.R. CV No. 89508 are hereby **AFFIRMED**.

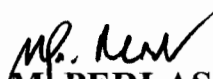
SO ORDERED.

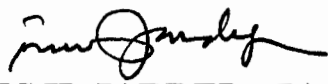

BIENVENIDO L. REYES
Associate Justice

WE CONCUR:


DIOSDADO M. PERALTA
Associate Justice
Acting Chairperson


MARTIN S. VILLARAMA, JR.
Associate Justice


ESTELA M. PERLAS-BERNABE
Associate Justice


FRANCIS H. JARDELEZA
Associate Justice

A T T E S T A T I O N

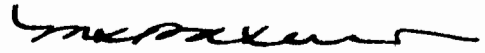
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Associate Justice
Acting Chairperson, Third Division

C E R T I F I C A T I O N

Pursuant to Section 13, Article VIII of the Constitution and the Division Acting 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.



MARIA LOURDES P. A. SERENO
Chief Justice