

This case stems from a Complaint⁶ for Specific Performance filed by [respondent Matti, Jr.] against [petitioner Dizon] on July 2, 2009. The allegations of the parties, as culled from the herein assailed [RTC] Decision, are as follows:

“x x x [Respondent Matti, Jr.] alleged that sometime during the second week of February 2000, Zenaida Acleto, a real estate agent[,] together with Mrs. Basilica C. Estaris, offered [respondent Matti, Jr.] a townhouse for sale [(subject property)] that belonged to [petitioner Dizon] and located at Block 2, Lot 48, Veraville Allegria Townhomes, San Antonio Road, Talon IV, Las Piñas City, with an area of sixty (60) square meters and fifty decimeters (60.50). [I]n the third week of February 2000, [respondent Matti, Jr.] together with Ms. Acleto and Basilica Estaris made a physical inspection of the said townhouse and was shown all the original documents of said townhouse including the original Owner’s Duplicate Certificate of Title No. 58674, registered with the Register of Deeds of Las Piñas City [(RD)] in the name of [petitioner] Dizon.

After [respondent Matti, Jr.] photocopied the [alleged] original Owner’s Duplicate Certificate of Title No. T-58674 and brought it to the [RD], [respondent Matti, Jr.] personally verified that it was one and the same with the one filed with the [RD] and thus, [respondent Matti, Jr.] agreed to purchase the property from [petitioner Dizon].

On February 24, 2000, Ms. Acleto and Mrs. Estaris together with [respondent Matti, Jr.] came to see [petitioner Dizon.] A Deed of Absolute Sale was executed by [petitioner Dizon] in favor of [respondent Matti, Jr.], duly notarized the same and after which [respondent Matti, Jr.] paid petitioner Dizon] in full.

On August 25, 2000, [respondent Matti, Jr.] personally went to the Las Piñas City Assessor’s Office to update the real estate taxes and to get a new Tax Declaration for [petitioner Dizon’s] property only to be told that all of the documents (TCT No. 58674 and Tax Receipts) that were in [respondent Matti, Jr.’s] possession were falsified.

On September 15, 2000, [respondent Matti, Jr.] went back to the [RD] to have the Owner’s Duplicate copy of TCT No. T-58674 authenticated by the said office, registered in [petitioner Dizon’s] name. Thereafter, [respondent Matti, Jr.] was told verbally that said title is fake. A certificate was then issued by [the RD] attesting that said title in [respondent Matti, Jr.’s] possession is fake.

In order to protect his rights and to avoid any fraudulent transfer of the said property to an innocent third party, [respondent Matti, Jr.] caused the annotation of the Affidavit of Adverse Claim on TCT No. T-58674 before the [RD].

⁶ Id. at 147-151.



Despite oral and written demand, [petitioner Dizon] has not rectified [her alleged] wrongdoings by delivering the authentic Owner's Duplicate Copy of TCT No. T-58674. Thus, [respondent Matti, Jr.] asked that [petitioner Dizon] be ordered to: a) Deliver the [O]wner's [D]uplicate certificate [of] TCT No. T-58674 to him or if [petitioner Dizon] refuses to do so, that the [RD] be ordered to cancel TCT No. T-58674 and issue a new TCT in [respondent Matti, Jr.'s] favor; b) that physical possession of the property be surrendered to him; c) that [petitioner Dizon] be ordered to pay x x x.

x x x [Petitioner Dizon] alleged that [respondent Matti, Jr.] has no cause of action against [her] because she did not encumber and/or transfer ownership of her property to [respondent Matti, Jr.] x x x. [Petitioner Dizon also claimed that she] did not execute nor signed (sic) the Deed of Absolute Sale presented by [respondent Matti, Jr.] nor did she participate in the negotiation, preparation and execution of the said Deed of Absolute Sale. Finally, [petitioner Dizon] stated that she does not know [respondent Matti, Jr.] nor a certain Zenaida Acleto and Basilica Estaris x x x.”⁷

During the trial, [respondent Matti, Jr.] himself testified as [the] lone witness for the plaintiff. On the other hand, witnesses for [petitioner Dizon] were Wilfredo Dizon, [petitioner Dizon's] brother, and Jeffrey G. Valix [(Valix)], a confidential agent and travel records verifier from the Bureau of Immigration.

On October 25, 2011, the RTC rendered its herein assailed Decision, dismissing the complaint for lack of merit, viz.:

x x x x

In the case at bar, [petitioner Dizon] has sufficiently proven that she was not here in the Philippines for the whole month of February 2000. As attested by [Valix] and the Certification from the [Bureau of Immigration and Deportation (BID)] dated March 22, 2011 issued by Simeon L. Sanchez, [petitioner Dizon] has shown that she was working in London contrary to the mere allegation of [respondent Matti, Jr.] that she was here in the Philippines and executed the assailed Deed of Absolute Sale, dated February 24, 2000. Such being the case, this Court is of [the] firm belief and resolve that [petitioner Dizon] could not have signed the said Deed of Absolute Sale which purportedly transferred or conveyed the subject property covered by [TCT No. T-58674] to [respondent Matti, Jr.]

x x x x

[Petitioner Dizon] in this case has actually substantiated with sufficient evidence her claim that her signature appearing in the said Deed of Absolute Sale [was]

⁷ Id. at 68-69.

actually forged considering her absence in the country during the month of February 2000 and thereafter, during the execution of the Deed of Absolute Sale. The requisite consent of the contracting parties x x x was lacking. x x x and thus, it can be definitely determined that the subject [Deed of Absolute Sale] is invalid and should be declared null and void.⁸

x x x x

On December 12, 2011, [respondent Matti, Jr.] filed his Motion for Reconsideration, but the same was denied by the RTC in the other assailed Order⁹ dated April 13, 2012.

Hence, [respondent Matti, Jr. filed an appeal with the CA.]¹⁰

The Ruling of the CA

In its assailed Decision, the CA granted respondent Matti, Jr.'s appeal. The dispositive portion of the assailed Decision of the CA reads:

WHEREFORE, the instant appeal is **GRANTED**. The assailed Decision dated October 25, 2011 and the Order dated April 13, 2012 by the Regional Trial Court of Las Piñas City, Branch 202 is (sic) **REVERSED** and **SET ASIDE**. The Deed of Absolute Sale dated February 24, 2000 is hereby declared **VALID**. Accordingly, defendant-appellee Carmelita V. Dizon is directed to deliver the original Owner's Duplicate Copy of Transfer Certificate of Title No. T-58674 to plaintiff-appellant Jose Luis K. Matti, Jr. and to surrender the physical possession of the subject property to the latter.

SO ORDERED.¹¹

In the assailed Decision, the CA held that since a notarized document enjoys the presumption of regularity, and only clear, strong, and convincing evidence can rebut such presumption, the evidence presented by petitioner Dizon was not enough to refute the notarized Deed of Absolute Sale dated February 24, 2000, which stated that petitioner Dizon entered into a contract of sale over the subject property with respondent Matti, Jr. The CA added that allegations of forgery should not be presumed and that a claim of forgery cannot be accepted where no examination of signatures was conducted by an expert witness.

Petitioner Dizon filed a Motion for Reconsideration¹² dated August 20, 2014 and a Most Respectful Motion to Admit Herein Supplemental Motion for Reconsideration¹³ dated August 29, 2014 before the CA, asking for a

⁸ Id. at 74-75.

⁹ Id. at 78-80.

¹⁰ Id. at 52-57.

¹¹ Id. at 62.

¹² Id. at 128-138.

¹³ Id. at 139-143.

reconsideration of the assailed Decision, which were subsequently denied by the CA in the assailed Resolution.¹⁴

Hence, the instant Petition.

Respondent Matti, Jr. filed his Comment/Opposition to the Petition for Review on *Certiorari*¹⁵ dated April 12, 2015, to which petitioner Dizon responded with her Reply (to respondent's Comment/Opposition) dated September 7, 2015.¹⁶

Issue

The central question to be resolved by the Court is whether the CA was correct in upholding the sale covering the subject property purportedly entered into by petitioner Dizon and respondent Matti, Jr. on the basis of the presumption of regularity of the supposedly notarized Deed of Absolute Sale dated February 24, 2000.

The Court's Ruling

The Court finds petitioner Dizon's submissions meritorious and resolves to grant the instant Petition.

I. *The Procedural Issues*

Before deciding on the substantive merits of the instant case, the Court shall first delve into the various procedural issues raised by respondent Matti, Jr. against the instant Petition.

Defect in the Verification and Certification of Non-Forum Shopping

A perusal of the Verification and Certification of Non-Forum Shopping¹⁷ (Certification) dated January 21, 2015 attached to the instant Petition reveals that it was the brother of petitioner Dizon, Wilfredo V. Dizon (Wilfredo), and not petitioner Dizon herself, who executed the Certification.

According to Section 5, Rule 7 of the Rules of Court, and as held by a *catena* of cases decided by the Court,¹⁸ it is the plaintiff or principal party who should execute the certification of non-forum shopping under oath. However, this rule is not entirely inflexible.

¹⁴ Id. at 64-67.

¹⁵ Id. at 323-344.

¹⁶ Id. at 347-371.

¹⁷ Id. at 48.

¹⁸ *Agustin v. Cruz-Herrera*, 726 Phil. 533, 543 (2014).



The Court has held that if, for reasonable or justifiable reasons, the party-pleader is unable to sign the certification, another person may be authorized to execute the certification on his or her behalf through a Special Power of Attorney.¹⁹

Respondent Matti, Jr. claims that petitioner Dizon failed to substantiate her claim that there was a reasonable or justifiable reason for her failure to personally execute the Certification.²⁰ This claim, however, is belied by the evidence on record. Petitioner Dizon claims that she, a senior citizen, was suffering from sickness while in London, United Kingdom at around the time of the filing of the instant Petition, disabling her from traveling to the Philippine Embassy to personally execute a certification of non-forum shopping. She presented a Medical Certificate²¹ dated February 11, 2005 and a Statement of Fitness Work for Social Security or Statutory Sick Pay²² dated January 23, 2015 to show that she was in poor medical condition, preventing her from personally executing the Certification at the Philippine Embassy.

Respondent Matti, Jr.'s argument²³ that there was no Special Power of Attorney attached to the instant Petition that authorized Wilfredo to execute the Certification on behalf of his sister, petitioner Dizon, is also unavailing. While it is true that at the time of the filing of the instant Petition, a Special Power of Attorney authorizing Wilfredo to execute the Certification was not attached, petitioner Dizon was able to belatedly submit before the Court a Special Power of Attorney²⁴ dated June 30, 2015 fully signed by petitioner Dizon and duly authenticated by the Philippine Embassy in London. The Court has held that the belated submission of an authorization for the execution of a certificate of non-forum shopping constitutes substantial compliance with Sections 4 and 5, Rule 7 of the Rules of Court.²⁵

The Rules of Civil Procedure should be applied with reason and liberality to promote its objective of securing a just, speedy and inexpensive disposition of every action and proceeding. Rules of procedure are used to help secure and not override substantial justice. Thus, the dismissal of an appeal on a purely technical ground is frowned upon especially if it will result in unfairness.²⁶ Hence, the Court refuses to dismiss outright the instant Petition on the basis of the defective Certification, which was eventually cured by the subsequent submissions of petitioner Dizon.

¹⁹ *Traveño v. Bobongon Banana Growers Multi-Purpose Cooperative*, 614 Phil. 222, 232 (2009).

²⁰ *Rollo*, pp. 324-325.

²¹ *Id.* at 370.

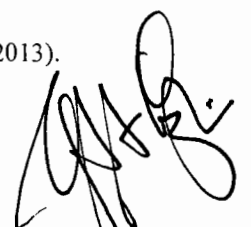
²² *Id.* at 370A.

²³ *Id.* at 326-327.

²⁴ *Id.* at 366-369.

²⁵ *Swedish Match Philippines, Inc. v. The Treasurer of the City of Manila*, 713 Phil. 240, 249 (2013).

²⁶ *Benguet Corp. v. Cordillera Caraballo Mission Inc.*, 506 Phil. 366, 370-371 (2005).



*Unsigned Motion for Reconsideration dated
August 20, 2014*

In the instant Petition, petitioner Dizon argues that the CA, in its assailed Resolution, erred in dismissing outright her Motion for Reconsideration dated August 20, 2014, which assailed the CA's Decision dated July 25, 2014, due to the fact that the said pleading was left unsigned by petitioner Dizon's counsel.

In the assailed Resolution, citing Section 3, Rule 7 of the Rules of Court, the CA held that every pleading must be signed by the party or counsel representing him and that an unsigned pleading produces no legal effect.

While the CA is correct in invoking the aforesaid Rule, the rest of Section 3, Rule 7 elucidates that the court may, in its discretion, allow such deficiency to be remedied if it shall appear that the same was due to mere inadvertence and not intended for delay. In the instant case, the Court accepts petitioner Dizon's explanation that the failure of her counsel to affix his signature in the Motion for Reconsideration was due to an honest inadvertence without any intention to delay the proceedings. That the inadvertence was not intended to delay is strengthened by the fact that petitioner Dizon's Motion for Reconsideration was actually filed one day ahead of the expiration of the reglementary period.

To reiterate, the Court is not inclined to dismiss outright an appeal on a purely technical ground, especially if there is some merit to the substantive issues raised by the petitioner.²⁷ It is settled that liberal construction of the rules may be invoked in situations where there may be some excusable formal deficiency or error in a pleading, provided that the same does not subvert the essence of the proceeding and it at least connotes a reasonable attempt at compliance with the rules.²⁸

In sum, therefore, the Court finds merit in petitioner Dizon's argument that the CA erred in issuing its assailed Resolution insofar as it dismissed outright petitioner's Motion for Reconsideration due to the failure of her counsel to sign the said pleading is concerned.

II. *The Substantive Issues*

Now that the Court has settled the procedural issues raised by both parties, it shall proceed to carefully examine and resolve the substantive issues.

The assailed Decision reversing the RTC's dismissal of respondent Matti, Jr.'s Complaint for Specific Performance is grounded primarily on the

²⁷ Id.

²⁸ *Mediserv v. Court of Appeals*, 631 Phil. 282, 295 (2010).



presumption of regularity of notarized documents, which in this case, is the purported notarized Deed of Absolute Sale dated February 24, 2000. The CA justifies its ruling because only clear, strong, and convincing evidence can overturn such presumption, which it found wanting here as there should have been an examination of the forged and genuine signatures conducted by competent witnesses.²⁹

In *Suntay v. Court of Appeals*,³⁰ the Court held that despite the notarization of a deed of sale, the subject sale was still deemed a fictitious conveyance which did not bind the parties, considering that “[t]he cumulative effect of the evidence on record x x x identified badges of simulation proving that the sale x x x was not intended to have any legal effect between them.”³¹ The Court further held that “[t]hough the notarization of the deed of sale in question vests in its favor the presumption of regularity, it is not the intention nor the function of the notary public to validate and make binding an instrument never, in the first place, intended to have any binding legal effect upon the parties thereto. The intention of the parties still and always is the primary consideration in determining the true nature of a contract.”³²

In *Sps. Tan v. Mandap, et al.*,³³ the Court, in turn, found that even an apparently valid notarization of a document does not guarantee its validity. Having found that the affiant did not personally appear before the notary public, the Court held that “such falsity raises doubt regarding the genuineness of the vendor’s alleged consent to the deeds of sale.”³⁴

As pronounced by the Court in *Mayor v. Belen, et al.*,³⁵ notarization *per se* is not a guarantee of the validity of the contents of a document. The presumption of regularity of notarized documents cannot be made to apply and may be overthrown by highly questionable circumstances, as may be pointed out by the trial court.³⁶

Contrary to the finding of the CA, the Court agrees with the RTC’s finding that there is **clear, strong, and convincing evidence proving that petitioner Dizon did not execute a Deed of Absolute Sale in favor of respondent Matti, Jr.** With the existence of highly questionable circumstances that seriously repudiate the validity of the Deed of Absolute Sale, the presumption of regularity that may have been created by the notarization of the said instrument has been shattered.

At this juncture, it must be stressed that factual findings of the trial court, its calibration of the testimonies of the witnesses, and its assessment of their probative weight are given high respect, if not conclusive effect, unless

²⁹ *Rollo*, pp. 59-60.

³⁰ 321 Phil. 809 (1995).

³¹ *Id.* at 834.

³² *Id.*

³³ 473 Phil. 787 (2004).

³⁴ *Id.* at 797.

³⁵ 474 Phil. 630 (2014).

³⁶ *Id.* at 640.



it ignored, misconstrued, misunderstood or misinterpreted cogent facts and circumstances of substance, which, if considered, will alter the outcome of the case. The trial court is in the best position to ascertain and measure the sincerity and spontaneity of witnesses through its actual observation of the witnesses' manner of testifying, demeanor and behavior while in the witness box.³⁷

In the instant case, the RTC, after a painstaking and thorough examination of the evidence presented by both parties, found that “[petitioner Dizon] has sufficiently proven that she was not here in the Philippines for the whole month of February 2000. x x x Such being the case, this Court is of [the] firm belief and resolve that [petitioner Dizon] could not have signed the said Deed of Absolute Sale which purportedly transferred or conveyed the subject property x x x.”³⁸

After a review of the evidentiary and documentary evidence on record, the Court finds itself in agreement with the RTC's Decision dated October 25, 2011 and Order dated April 13, 2012. There are indeed sufficient and convincing pieces of evidence establishing petitioner Dizon's claim that she did not sell the subject property to respondent Matti, Jr. on February 24, 2000.

First, petitioner Dizon's testimony, by way of an Affidavit³⁹ dated October 16, 2009, wherein she unequivocally stated under oath that it was physically impossible for her to meet with respondent Matti, Jr. and execute with him the Deed of Absolute Sale as she was in London working as a nurse during the purported execution of the said instrument on February 24, 2000, and that she has never met respondent Matti, Jr. in her life, was corroborated, not only by the testimony of her brother Wilfredo,⁴⁰ but more importantly, by the testimony of a public officer, *i.e.*, Mr. Joeffrey G. Valix, an agent of the Bureau of Immigration.

Mr. Valix testified unequivocally that based on the records of the Bureau of Immigration, petitioner was not in the Philippines during the alleged execution of the Deed of Absolute Sale:

Q: Was there any indication from your records, Mr. Witness, that this Carmelita V. Dizon was in the Philippines in February 2000?

A: Based on our records, she is not, sir.⁴¹

Moreover, the above-stated testimonies of the witnesses of petitioner Dizon are strengthened by several public and private documentary evidence that form part of the records of the case.

³⁷ *People v. Alabado*, 558 Phil. 796, 813-814 (2007).

³⁸ *Rollo*, p. 74.

³⁹ *Id.* at 230.

⁴⁰ *Id.* at 241-247.

⁴¹ *Id.* at 43.



A Certification dated March 21, 2011 with an attached Travel Record with Control No. 0322201105P1017G⁴² establishes that **since her departure from the Philippines on October 20, 1999, petitioner Dizon only went back to the Philippines on November 9, 2000**, completely belying respondent Matti, Jr.'s claim that he personally met up with petitioner Dizon in the Philippines in February 2000 and executed the Deed of Absolute Sale together with her and other witnesses before a notary public.

According to Rule 132, Section 23 of the Rules of Court, documents consisting of entries in public records made in the performance of a duty by a public officer are *prima facie* evidence of the facts therein stated.

Hence the official travel record issued by the Bureau of Immigration is *prima facie* evidence of the fact that petitioner Dizon was abroad in February 2000, the time she supposedly personally transacted with respondent Matti, Jr. in the Philippines.

This was further corroborated by the passport⁴³ of petitioner Dizon, a public document, which bears official stamps made by the Bureau of Immigration proving her absence from the Philippines during the time alleged by respondent Matti, Jr. that she was in the Philippines.

In addition, added corroboration was provided by the Letter/Certification of Employment⁴⁴ dated October 15, 2009 issued by the employer of petitioner Dizon, Royal Free Hampstead NHS Trust, certifying that she had been continually engaged at work as a Health Care Assistant in London from 1978 to 2009 (and that she was then doing temporary work in the Royal Free Hospital's nursing bank).

In assessing the foregoing evidence presented by petitioner Dizon that substantiates her claim that she could not have personally transacted with respondent Matti, Jr. and executed a Deed of Absolute Sale together with him in the Philippines in February 2000, the CA found such evidence "not conclusive as it does not categorically prove her physical whereabouts."⁴⁵

Such reasoning by the CA is erroneous, if not absurd. The evidence need not determine petitioner Dizon's exact and precise physical whereabouts. Any clear and unmistakable proof that solidifies the fact that petitioner Dizon was not in the Philippines in February 2000 is already conclusive in nature as it entirely and utterly knocks down the main pillar of respondent Matti, Jr.'s cause of action — that he personally met, transacted, and executed a Deed of Absolute Sale with petitioner Dizon in the Philippines in February 2000. Regardless of the failure of the evidence on record to pinpoint the specific physical location of petitioner in February 2000, the fact

⁴² Id. at 249-250.

⁴³ Id. at 231-234.

⁴⁴ Id. at 228.

⁴⁵ Id. at 61.



that the evidence on record indubitably establish petitioner's claim that she was not in the Philippines in February 2000 makes respondent Matti, Jr.'s assertions physically and legally impossible.

In fact, the CA itself acknowledged that the travel records show that petitioner Dizon "**may not have been in the Philippines at the time of [the] execution of the purported Deed of Absolute Sale.**"⁴⁶

Additionally, the Court likewise notes the Certification⁴⁷ dated August 20, 2014 issued by the notarial records section of the Office of the Clerk of Court, Parañaque City, which was presented by petitioner in her Most Respectful Motion to Admit Herein Supplemental Motion for Reconsideration, **certifying that the alleged notarized Deed of Absolute Sale does not exist in the notarial records of the said office.** This casts very serious doubt on respondent Matti, Jr.'s claim that the notarization of the Deed of Absolute Sale was completely in order.⁴⁸ In this connection, it is *apropos* to mention that if there is no copy of the instrument in the notarial records, there arises a presumption that the document was not notarized and is not a public document.⁴⁹ The non-existence of the sale between the parties is further strengthened and supported by the undisputed fact that **the RD itself certified that respondent Matti, Jr.'s copy of the Owner's Duplicate copy of TCT No. T-58674 is fake.**

As to the CA's sheer reliance on the failure of petitioner Dizon to present expert witnesses, the Court finds this egregiously wrong.

The Court has previously held that resort to document examiners is not mandatory and while probably useful, they are not indispensable in examining or comparing handwriting. A finding of forgery does not depend on the testimony of handwriting experts. Although such testimony may be useful, the judge still exercises independent judgment on the issue of authenticity of the signatures under scrutiny. A judge must therefore conduct an independent examination in order to arrive at a reasonable conclusion as to a signature's authenticity.⁵⁰

That was exactly what the RTC did. It conducted a careful and meticulous examination of the evidence on record. And after having done so, it arrived at the conclusion that the Deed of Absolute Sale is a spurious document as it was impossible for petitioner Dizon to have executed the same, considering that she was in London at the alleged time of execution of the said document. Contrary to the CA's pronouncement, it was not at all fatal to petitioner Dizon's cause that testimony comparing the genuine and fake signature of petitioner Dizon inscribed in the Deed of Absolute Sale was not provided. As jurisprudence grants judges the prerogative to exercise

⁴⁶ Id., emphasis supplied.

⁴⁷ Id. at 144.

⁴⁸ Rule VI, Section 2(h), A.M. No. 02-8-13-SC.

⁴⁹ *DECS v. Del Rosario*, 490 Phil. 193, 208 (2005).

⁵⁰ *Heirs of Gregorio v. Court of Appeals*, 360 Phil. 753, 763-764 (1998).

independent judgment on the issue of authenticity of signatures based on the entirety of evidence, the RTC did not err in holding that the signature of petitioner Dizon inscribed in the Deed of Absolute Sale was necessarily a forgery on account of physical impossibility, despite the lack of expert testimony scrutinizing the authenticity of the signature in question.

In fact, as in *Basilio, et al. v. Court of Appeals, et al.*,⁵¹ the Court conducted its own analytical study of the questioned document. After doing so, the Court is convinced that the purported signature of petitioner Dizon in the Deed of Absolute Sale⁵² is highly dubious, to say the least.

Comparing the purported signature of petitioner Dizon contained in the Deed of Absolute Sale with her signatures inscribed in other documents, such as her Demand Letters⁵³ dated August 13, 2008 and the Special Power of Attorney⁵⁴ dated June 30, 2015, it is easy to detect the signature in the Deed of Absolute Sale is **patently and demonstrably dissimilar** with petitioner Dizon's signature in the other documents, written in completely different handwriting styles. The supposed signature of petitioner Dizon in the Deed of Absolute Sale is written in the cursive style, with the letters "C" and "D" inscribed using loops and broader strokes, while the admittedly genuine signatures of petitioner Dizon contained in the other documents are written plainly. It does not take a handwriting expert to see that the signatures contained in the Deed of Absolute Sale and the other documents are of divergent handwriting. This further lends credence to the conclusion made by the RTC that the Deed of Absolute Sale relied upon by respondent Matti, Jr. is fictitious.

On the other side of the fence, looking at the evidence presented by respondent Matti, Jr., it must be emphasized that aside from his lone, self-serving testimony, no other witness was presented to corroborate his allegations that a sale indeed transpired between him and petitioner.

To stress, respondent Matti, Jr. is the plaintiff who initiated the instant case for Specific Performance, making specific allegations on the supposed sale he entered into with petitioner Dizon over the subject property. In civil cases, the basic rule is that the party making allegations has the burden of proving them. The plaintiff must rely on the strength of his own evidence, and not upon the weakness of the defense offered by his opponent.⁵⁵

Hence, in alleging that petitioner Dizon was indeed in the Philippines in February 2000 to execute the purported sale over the subject property with respondent, the latter could have easily presented as witnesses Ms. Acleto, Mrs. Estaris, and his own wife (who was then his girlfriend) who, together with respondent Matti, Jr., allegedly met with petitioner Dizon on February

⁵¹ 400 Phil. 120 (2000).

⁵² *Rollo*, p. 180.

⁵³ *Id.* at 225-226.

⁵⁴ *Id.* at 367-368.

⁵⁵ *Ramos v. Obispo*, 705 Phil. 221, 229 (2013).

24, 2000 prior to the supposed execution and notarization of the Deed of Absolute Sale.⁵⁶

Respondent Matti, Jr. also could have easily called to the witness stand the notary public who purportedly notarized the Deed of Absolute Sale, as well as the two witnesses who were supposedly present during the execution of the said instrument before the notary public. Yet, he miserably failed to present these witnesses. Clearly, he failed to discharge his burden of proof.

Further, not only was the lone testimony of respondent Matti, Jr. self-serving and uncorroborated, the testimony itself casts serious doubts as to the veracity of his claims.

During his cross examination before the RTC, despite having supposedly met with petitioner Dizon several times and having spent a considerable amount of time with her when they purportedly executed the Deed of Absolute Sale in February 2000, respondent Matti, Jr. suddenly and inexplicably could not recall and provide a simple and general description as to the physical appearance of petitioner Dizon.⁵⁷

Moreover, when describing his supposed first meeting with petitioner Dizon, respondent Matti, Jr. testified during cross examination that he met petitioner Dizon through Ms. Acleto and Mrs. Estaris in February 2000, who brought him inside a certain vehicle to meet petitioner Dizon. Perplexingly, during this first encounter with petitioner Dizon, despite being the prospective purchaser of her property and despite the sale being a major transaction, respondent Matti, Jr. did not even introduce himself or inquire with petitioner whatsoever about the supposed sale:

Q: So, the first time that you met this Carmelita Dizon inside the car, you just saw her and you did not talk to her?

A: **I did not talk to her.**⁵⁸

It goes without saying that respondent Matti, Jr.'s testimony is unrealistic and contrary to ordinary human experience. Considering that the sale involved real property and entailed a substantial purchase price, respondent Matti, Jr. should have at the very least posed probing questions to the person who represented herself to be petitioner Dizon as regards the subject property and the sale transaction. But, bizarrely, after having been introduced to the person represented to be petitioner Dizon, he just kept mum.

It is axiomatic that for testimonial evidence to be believed, it must not only proceed from the mouth of a credible witness but must also be credible

⁵⁶ *Rollo*, p. 282.

⁵⁷ *Id.* at 44.

⁵⁸ *Id.* at 101; emphasis supplied.



in itself such that common experience and observation of mankind lead to the inference of its probability under the circumstances.⁵⁹

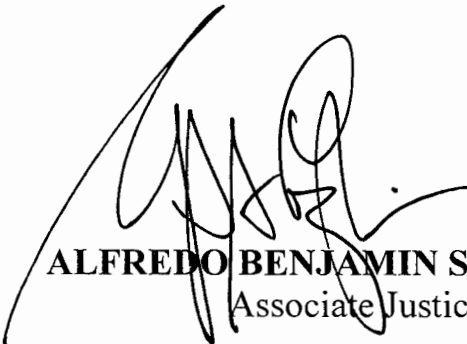
The Court also notes that while in his cross examination, respondent Matti, Jr. explained that he first met petitioner Dizon inside a certain vehicle,⁶⁰ this was in conflict with his direct examination where he testified that his first encounter with petitioner Dizon occurred not inside a vehicle, but inside his “mother’s residence at 15 Kyoto St., BF Homes Subdivision, Parañaque City, x x x.”⁶¹ In the eyes of the Court, the truthfulness, reliability, and credibility of respondent Matti, Jr. is in serious doubt.

All told, after a thorough review of the records of the instant case, including the various evidentiary and documentary evidence provided by both parties, the Court finds itself in agreement with the RTC’s Decision dated October 25, 2011 and Order dated April 13, 2012 that there is sufficient and convincing evidence establishing petitioner Dizon’s claim that she did not sell the subject property to respondent Matti, Jr. on February 24, 2000, and that the Deed of Absolute Sale is a sham and fictitious document. An absolutely simulated and fictitious contract of sale is null and void.⁶² Consequently, as correctly held by the RTC, respondent Matti, Jr.’s Complaint for Specific Performance must be dismissed.

WHEREFORE, premises considered, the instant Petition is hereby **GRANTED**. The Decision dated July 25, 2014 and Resolution dated November 26, 2014 issued by the Court of Appeals, Tenth Division in CA-G.R. CV No. 98685 are **REVERSED** and **SET ASIDE**.

The Decision dated October 25, 2011 and Order dated April 13, 2012 issued by the Regional Trial Court of Las Piñas City, Branch 202 in Civil Case No. 09-0078 are **REINSTATED**.

SO ORDERED.


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


⁵⁹ *People v. Obedo*, 451 Phil. 529, 542 (2003).


⁶⁰ *Rollo*, p. 101.

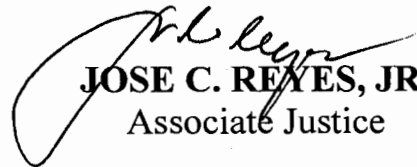
⁶¹ *Id.* at 280; emphasis supplied.


⁶² See *Manila Banking Corporation v. Silverio*, 504 Phil. 17, 26-27 (2005).

WE CONCUR:


ANTONIO T. CARPIO
 Associate Justice
 Chairperson

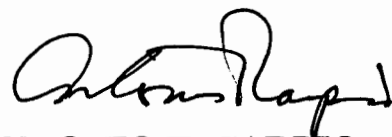

ESTELA M. PERLAS-BERNABE
 Associate Justice


JOSE C. REYES, JR.
 Associate Justice


AMY C. LAZARO-JAVIER
 Associate Justice

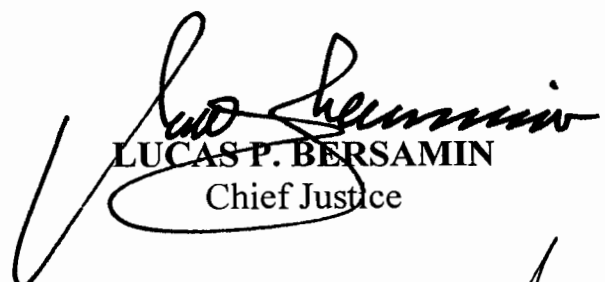
ATTESTATION

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


ANTONIO T. CARPIO
 Associate Justice
 Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Resolution had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


LUCAS P. BERSAMIN
 Chief Justice

