

## FIRST DIVISION

[ G.R. No. 120122, November 06, 1997 ]

**GLORIA R. CRUZ, PETITIONER, VS. COURT OF APPEALS, ROMY V. SUZARA AND MANUEL R. VIZCONDE, RESPONDENTS.**  
**D E C I S I O N**

**BELLOSILLO, J.:**

A woman spurned and beguiled now whines - a costly odyssey in relations *extra legem*.

Gloria R. Cruz was the owner of Lot 10, Blk. 565, PSD-38911, with an area of 747.7 square meters, together with the improvements thereon, situated at 22 Bituan St., Bgy. Doña Imelda, Quezon City, covered by TCT No. 242553 in her name; in 1977 she and respondent Romeo V. Suzara lived together as husband and wife without benefit of marriage; in September 1982, solely out of love and affection for Suzara, she executed a deed of absolute sale over Lot 10 in favor of Suzara without any monetary consideration; thereafter, Suzara registered the document in his favor and used the property as collateral for a bank loan of P350,000.00; he however failed to pay the loan so that after four (4) years the mortgage was foreclosed. She paid the bank P40,638.88 to restructure the loan resulting in the extension of the redemption period to two (2) years. However, without her knowledge and before the expiration of the extended period, Suzara redeemed the property. She tried to talk to him but he avoided her. Finally, to protect her interest, she executed an Affidavit of Adverse Claim which she filed with the Register the Deeds of Quezon City asserting that her sale in favor of Suzara was null and void for lack of consideration and being contrary to law and public policy.

On 22 February 1990 she filed a complaint with the Regional Trial Court of Manila against respondent Suzara for quieting of title, declaration of nullity of documents and damages with prayer for writ of preliminary injunction.

Denying petitioner's claim, respondent Suzara claimed that he was already the registered owner of the property as evidenced by TCT No. 295388, having acquired the same from petitioner through a notarized deed of absolute sale; the sale was for a valuable consideration and not tainted with fraud nor executed under duress; and, petitioner was estopped from impugning the validity of the sale and questioning his title over the property.

On 22 March 1990 the trial court issued a temporary restraining order enjoining private respondent, his agents and/or any person or persons acting in his behalf, from disposing and/or encumbering the litigated property until further orders.

On 3 April 1990 petitioner filed an ex parte motion to admit her amended complaint impleading respondent Manuel R. Vizconde as additional defendant and praying that the Register of Deeds of Quezon City be ordered to annotate her notice of lis

pendens on respondent Suzara's title. Favorably resolving her motion, the trial court admitted her amended complaint and ordered the Register of Deeds to show cause why it was refusing to annotate the notice of lis pendens filed by her.

On 22 May 1990 the Register of Deeds filed a manifestation informing the trial court that the property had been sold by respondent Suzara to his co-respondent Vizconde who was already the registered owner thereof and since Vizconde was not impleaded in the case the notice of lis pendens could not be annotated on his title until the requirements of law were met and the annotation of the notice judicially ordered. As stated in the immediately preceding paragraph, the motion to admit amended complaint impleading respondent Vizconde was filed ex parte on 3 April 1990.<sup>[1]</sup>

On 24 September 1990, responding to the amended complaint, Vizconde answered that there was no privity of contract between him and petitioner; he (Vizconde) was a purchaser for value in good faith; the sale between him and Suzara was executed on 22 December 1989 or long before the execution of the Affidavit of Adverse Claim; and, the action was barred by laches, estoppel and prescription.

On 24 May 1993 the trial court rendered a decision dismissing the complaint and the counterclaims as well as the cross claim of respondent Vizconde. It ruled that the sale between petitioner and respondent Suzara was valid with "love, affection and accommodation" being the consideration for the sale. It also found Vizconde an innocent purchaser for value because at the time he purchased the property he was unaware of the adverse claim of petitioner.<sup>[2]</sup>

On appeal, the Court of Appeals affirmed the judgment of the court a quo.<sup>[3]</sup>

Petitioner now comes to us for review on certiorari seeking to reverse and set aside the decision of the Court of Appeals and that of the trial court. She contends that the lower courts erred in holding that the sale between her and Suzara was valid; that she had no legal personality to question the legality of the sale in his favor, and, respondent Vizconde was an innocent purchaser for value in good faith.

Petitioner insists that there being a factual finding by the trial court and the Court of Appeals that she and respondent Suzara were common-law husband and wife, the sale between them was void and inexistent, citing Art. 1490 of the Civil Code. She argues that the consideration of "love, affection and accommodation" for the sale was not a valid cause for the conveyance of the property as there was no price paid in money or its equivalent, and since her sale to Suzara was null and void the issue of its illegality cannot be waived or ratified; resultantly, the sale by Suzara to his co-respondent Vizconde must also be declared null and void the latter being a purchaser in bad faith. Petitioner also contends that although she filed her adverse claim on 22 January 1990 or after the execution of the deed of sale between the private respondents on 22 December 1989, the sale was nevertheless nullified when it was substituted by a second deed of sale dated 5 February 1990, registered 6 March 1990, to avoid payment of fines and penalties for late registration.

We cannot sustain petitioner. Although under Art. 1490 the husband and wife cannot sell property to one another as a rule which, for policy consideration and the dictates of morality require that the prohibition apply to common-law relationships,