

THIRD DIVISION

[G.R. No. 202284, March 17, 2021]

**CRISTINA* R. SEMING, PETITIONER, VS. EMELITA P. ALAMAG,
VIOLETA L. PAMAT, ROLANDO L. PAMAT AND FERNANDO L.
PAMAT, RESPONDENTS.**

DECISION

HERNANDO, J.:

This Petition for Review on *Certiorari*^[1] filed by petitioner Cristina R. Seming seeks to reverse and set aside the July 22, 2011 Decision^[2] and May 21, 2012 Resolution^[3] of the Court of Appeals (CA) in CA-G.R. CV No. 94393 that reversed and set aside the November 4, 2009 Decision^[4] of the Regional Trial Court (RTC), Branch 13, Ligao City, in Civil Case No. 2432. The May 21, 2012 Resolution of the CA denied petitioner's Motion for Reconsideration.^[5]

Factual Antecedents:

The facts as culled from the records and appellate court's Decision are as follows:

In 2006, petitioner and her spouse, Eutiquio Seming (collectively, spouses Seming), filed before the RTC an action for specific performance and damages against the spouses Angel Pamat and Natividad Pamat (Natividad; collectively spouses Pamat). The case involved the one-half portion (subject property) of a parcel of land known as Lot 512-C located at Barangay Bay, Ligao City. Lot 512-C has an area of 1,542 square-meters, and covered by Transfer Certificate Title (TCT) No. T-134781^[6] of the Registry of Deeds of Albay issued under the names of Jesusa Seming Vda. De Lopez (Jesusa), and the spouses Pamat.^[7]

In their complaint,^[8] the spouses Seming alleged that sometime in 1977, they purchased Jesusa's share in Lot 512-C, which consisted of 771 square meters or one-half portion of the property. They then took possession of the said portion by constructing their conjugal dwelling thereon. Jesusa subsequently executed a Deed of Sale in their favor. Petitioner further alleged that, in the same year, she and her husband entered into a verbal agreement with the spouses Pamat concerning the purchase of the other half portion of Lot 512-C also measuring 771 square meters. The spouses Seming admitted that, at that time, the parties did not execute any written agreement reflecting the sale of the subject property in their favor.^[9]

Meanwhile, a complaint for quieting of title (Civil Case No. 744) respecting Lot 512-C was filed by a certain Maria Aguilar Avecilla against Jesusa and the spouses Pamat. Petitioner averred that, with the consent of Jesusa and the Pamats, she agreed to shoulder all expenses of the litigation. The amount of litigation expenses spent by petitioner shall then be treated as part of petitioner's payment for the

purchase price of the subject property. Additionally, the spouses Seming paid a portion of the said purchase price of the subject property both in cash and in kind.
[10]

Sometime in 1990, petitioner and Natividad agreed that the payments made by petitioner and her husband, both in cash and in kind, shall serve as partial payment for a 200 square meter portion of the subject property.^[11] Petitioner supposedly executed a receipt whereby Natividad acknowledged receipt from petitioner of the amount of P6,000.00, viz.:

10-22-90

[RECEIVED] THE AMOUNT OF SIX THOUSAND PESOS (P6,000.00) FROM MRS. CHRISTINA SEMING, AS PARTIAL PAYMENT THE SAID LAND LOT NO. 512-C CONTAINING AREA 1542 TAX DECLARATION NO. 39. THIS AMOUNT IS PAYMENT ONLY FOR TWO LOTS.^[12]

Said receipt was purportedly signed by Natividad and witnessed by Jesusa.

In 1991, a similar receipt was executed by petitioner where Natividad again acknowledged receipt of the amount of P6,000.00 as payment for another 200 square-meter portion of the subject property, viz.:

Jan. 23 1991

Received the amount of six thousand pesos from Mrs. Christina Seming, as partial payment of the said land Lot no. 512-C containing area 1542 Tax Declaration no. 39. This amount is payment only for two lots.^[13]

Said receipt was again signed by Natividad with Jesusa as witness.

Meanwhile, sometime in 1983, the trial court's decision in Civil Case No. 744 reached its finality. In this regard, Natividad, whose litigation expenses in Civil Case No. 744 were shouldered by petitioner, agreed to pay the latter with another 200-square meter portion of the subject property. Petitioner and her husband, at this point, were able to acquire 600 square meters out of the 771-square meter area of the subject property.^[14]

Sometime in 2002, petitioner offered to buy from the spouses Pamat the remaining 171-square meter portion of the subject property for P10,000.00, and further requested that the sale of the 600-square meter portion thereof be embodied in a Deed of Sale. However, the Pamats refused to sell the remaining 171-square meter portion of the subject property and execute the said Deed of Sale, claiming that they never sold any portion of their share in Lot 512-C.^[15]

In refutation, petitioner claimed that: (1) the spouses Pamat's denial of having sold the subject property to petitioner is disproved by the allegation that they never possessed, actual or constructive, any part of the said property from the time petitioner and her husband took possession of the same in 1977; (2) they never questioned petitioner's right to possess the subject property; and (3) that the Compromise Agreement^[16] dated January 10, 2006 entered into by petitioner, the

spouses Pamat, and Jesusa states that the spouses Seming were in possession over the one-half portion of Lot 512-C.^[17]

In their Answer with Counterclaim/Motion to Dismiss,^[18] the spouses Pamat maintained that they never sold any portion of their share in Lot 512-C to petitioner, and that the subject property has been and remains under their ownership, control, and possession. They further argued that nowhere in the Compromise Agreement did they admit petitioner's possession over the subject property. By way of affirmative defense, they argued that the action filed by the spouses Seming must be dismissed outright on the ground of prescription.

In its Order^[19] dated July 20, 2006, the RTC denied the spouses Pamat's Motion to Dismiss. A pre-trial was conducted, and thereafter, trial on the merits ensued. In the course thereof, the RTC, on motion of counsel for the spouses Pamat, granted the substitution of the heirs, Emelita P. Alamag (Emelita), Violeta L. Pamat (Violeta), Rolando L. Pamat, and Fernando L. Pamat (respondents), due to the demise of Natividad.^[20]

Ruling of the Regional Trial Court:

On November 4, 2009, the RTC rendered a Decision^[21] which ordered respondents to execute a Deed of Absolute Sale in favor of petitioner covering 600 square meters of Lot No. 512-C, thus:

WHEREFORE, foregoing premises duly considered, judgment is hereby rendered in favor of the plaintiffs and against the defendants, ordering the substituted defendants to execute the necessary deed of sale on the 600 sq. m. portion of Lot No. 512-C appertaining to defendant Natividad Pamat consisting of seven hundred seventy one (771) square meters, under Transfer Certificate of Title No. T-134781 in favor of the plaintiffs, within fifteen (15) days from the finality of this decision.

Further, the substituted defendants are hereby ordered to pay the plaintiffs the sum of P40,000 as nominal damages, and another sum of P60,000.00 for attorney's fees.

Costs against the defendants.

SO ORDERED.^[22]

The RTC held that there was a perfected contract of sale between petitioner and Natividad. It noted that all the elements in a Contract of Sale, which are: "(a) consent or meeting of the minds, that is, consent to transfer ownership in exchange for the [price]; (b) determinate subject matter; and (c) [price] certain in money or its equivalent,"^[23] are present.

In the supposed sale of the 400-square-meter portion of the subject property, the RTC heavily relied on the October 22, 1990 and January 23, 1991 receipts allegedly signed by Natividad. The RTC observed that based on the two receipts, the element of consent between the parties was evident considering that Natividad herself acknowledged and signed the same. The RTC further noted that Natividad's

signature was duly identified by her daughter, Violeta, in her testimony. Both receipts also indicated a determinate subject, particularly, "two lots" of Lot 512-C. Furthermore, the receipts stated a consideration totaling P12,000.00.^[24]

Anent the other 200-square meter portion of the subject property, the RTC found that the same was orally sold to petitioner by the spouses Pamat as payment for the litigation expenses shouldered by petitioner in Civil Case No. 744.^[25]

The RTC gave credence to petitioner's argument that the fact that the respondents allowed her to construct a concrete pavement on the subject property and plant trees thereon, as well as her payment of Real Property Taxes on Lot 512-C from 1978 up to the time the instant complaint was filed before the RTC, sufficiently proved that there was sale.^[26] However, the RTC held that as regards the remaining 171-square meter portion of the subject property, there was no perfected contract of sale, thus, the respondents remained the lawful owners thereof.^[27]

While the RTC denied petitioner's claim for actual damages, it, however, awarded petitioner nominal damages in the amount of P40,000.00 and attorney's fees in the sum of P60,000.00 in her favor.^[28]

Ruling of the Court of Appeals:

In a Decision^[29] dated July 22, 2011, the CA reversed the ruling of the RTC and held that no contract of sale existed between the spouses Pamat and petitioner. The dispositive portion of the CA Decision provides:

WHEREFORE, the appeal is **GRANTED**. The assailed *Decision* of the Regional Trial Court, Ligao City, Albay, Branch 13, Civil Action No. 2432 is **REVERSED and SET ASIDE**. Accordingly, the complaint against appellants is **DISMISSED**.

SO ORDERED.^[30]

The CA held that there was no meeting of the minds between petitioner and the spouses Pamat as to the transfer and sale of the subject property in her favor. The CA noted petitioner's own admission that she rejected the offer of sale of Natividad when she undertook to pay the litigation expenses in Civil Case No. 744. The CA further held that petitioner failed to prove that Natividad agreed to transfer her ownership over the subject property in exchange for a consideration to be paid in cash and in kind.^[31] The CA explained, viz.:

x x x x the insistence of appellee Christina Seming that the financial aid she extended to Natividad Pamat formed part of her payment of the purchase price of the subject portion does not sit well with this Court. There was no evidence that Natividad Pamat agreed to the arrangement that the financial aid extended to her would be treated as consideration therefor.^[32]

The appellate court also found that while petitioner was in possession of a specific portion of Lot 512-C, said portion specifically pertained to the portion formerly owned by Jesusa, and not on the subject portion owned by Natividad. It pointed out

that the Compromise Agreement between the parties even expressly stated that the portion over which petitioner had possession of, and where she constructed a conjugal dwelling thereon, pertained to the share of Jesusa in Lot 512-C.

Moreover, petitioner's assertion that she took possession of the subject property by planting fruit-bearing trees and placing all kinds of fowls were controverted by the testimonies of Barangay Captain Wilfredo Postrado (Postrado), Natividad and her daughter, Emelita, who uniformly testified that it was Natividad and her husband who exercised acts of ownership over the subject property by planting fruit-bearing tress and vegetables thereon.^[33]

The appellate court disregarded the October 22, 1990 and January 23, 1991 receipts presented by petitioner explaining that petitioner failed to prove the due execution and authenticity of the receipts because she did not present any witness, other than herself, who could testify on the execution of both receipts. The CA also found that petitioner was not able to prove the authenticity of the signatures appearing thereon.^[34]

Even assuming *arguendo* that the receipts are admitted in evidence, the CA ruled that these documents do not prove that there was a contract of sale between petitioner and the spouses Pamat, thus:

The receipts presented by appellees are not sufficient proof that there was a contract of sale. There are two reasons why this Court is not prepared to give weight to the receipts presented by the appellees: *First*, the receipts do not specifically state what payment of Php6,000.00 was for. The term "partial payment" is vague as it may pertain to any kind of transaction, like sale, lease, etc. *Second*, even if it were to be assumed that the amounts paid were for the sale of a parcel of land, the exact portion of the lot sold to appellees was not specified. The phrase, "[t]his amount is payment only for two lots," is ambiguous and does not define the lots which are supposedly the subject of the sale. It is settled that the object of a contract must be determinate - it must be particularly designated or physically segregated from all the others of the same class. All said, the receipts do not in any way bolster appellees' claim that there was a perfected contract of sale.^[35]

The CA also deleted the awards of nominal damages and attorney's fees for lack of factual and legal basis.^[36]

Petitioner sought reconsideration of the July 22, 2011 Decision of the CA, which was, however, denied by the appellate in its May 21, 2012 Resolution.^[37]

Issues

Petitioner filed the instant petition raising the following assignment of errors:

I.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN CONCLUDING THAT THERE WAS NO PERFECTED CONTRACT OF SALE OVER LOT 512-C.