

## SECOND DIVISION

[ G.R. No. 228334, June 17, 2019 ]

**SPS. TEDY GARCIA AND PILAR GARCIA, PETITIONERS, V.  
LORETA T. SANTOS, WINSTON SANTOS AND CONCHITA TAN,  
RESPONDENTS.**

### D E C I S I O N

**CAGUIOA, J:**

Before the Court is a Petition for Review on *Certiorari*<sup>[1]</sup> (Petition) under Rule, 45 of the Rules of Court filed by petitioners Tedy Garcia (Tedy) and Pilar Garcia (Pilar) (collectively the Sps. Garcia), assailing the Decision<sup>[2]</sup> dated June 30, 2016 (assailed Decision) and Resolution<sup>[3]</sup> dated October 5, 2016 (assailed Resolution) of the Court of Appeals,<sup>[4]</sup> (CA, Special 18<sup>th</sup> Division) in CA-G.R. CEB-CV No. 05701.

#### **The Facts and Antecedent Proceedings**

As narrated by the CA in its assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:

The instant case stems from a Complaint<sup>[5]</sup> for "[easements of light, air and view, lateral support, and intermediate distances and damages with prayer for writ of preliminary injunction and/or issuance of temporary restraining order]" (Complaint) filed on February 18, 2009 by the Sps. Garcia against the respondents Spouses Loreta and Winston Santos (the Sps. Santos) and respondent Conchita Tan (Tan) before the Regional Trial Court of Iloilo City, Branch 31 (RTC). The case was docketed as Civil Case No. 09-30023.

As alleged in the Complaint, the Sps. Garcia are the registered owners of Lot 2, Blk. 1, San Jose Street, Southville Subdivision, Molo, Iloilo City (subject property), covered by Transfer Certificate of Title (TCT) No. T- 130666.<sup>[6]</sup>

The subject property, which has been occupied by the Sps. Garcia for about eleven (11) years, has a one-storey residential house erected thereon and was purchased by them from the Sps. Santos in October 1998. At the time of the purchase of the subject property from the Sps. Santos, the one-storey house was already constructed. Also, at the time of the acquisition of the subject property, the adjoining lot, Lot 1, which is owned by the Sps. Santos, was an idle land without any improvements. Lot 1 is covered by TCT No. T-114137,<sup>[7]</sup> registered under the name of the Sps. Santos. Lot 1 remained empty until the Sps. Santos started the construction of a two-storey residential house therein on January 24, 2009. Upon inquiry from the construction workers, Tedy was erroneously informed that Tan was the new owner of Lot 1.

As further alleged in the Complaint, the building constructed on Lot 1 is taller than the Sps. Garcia's one-storey residential house. As such, the Sps. Santos' building allegedly obstructed the Sps. Garcia's right to light, air, and view. The Sps. Garcia bemoaned how, prior to the construction on Lot 1, they received enough bright and natural light from their windows. The construction allegedly rendered the Sps. Garcia's house dark such that they are unable to do their normal undertakings in the bedroom, living room and other areas of the house without switching on their lights. The Sps. Garcia likewise alleged that the said structure constructed on Lot 1 is at a distance of less than three meters away from the boundary line, in alleged violation of their easement. Furthermore, the Sps. Santos allegedly made excavations on Lot 1 without providing sufficient lateral support to the concrete perimeter fence of the Sps. Garcia.

Hence, in their Complaint, aside from asking for damages, the Sps. Garcia prayed that: the RTC declare them as having acquired the easement of light, air, and view against Lot 1; the respondents be prohibited from constructing any structure on Lot 1 taller than the Sps. Garcia's one-storey residential house; the respondents be prohibited from building any structure on Lot 1 at a distance of less than three meters from the boundary line; and the respondents be prohibited from making excavations on Lot 1 that deprive sufficient lateral support to the fence located on the subject property.

On February 19, 2009, the RTC issued an Order<sup>[8]</sup> granting a Temporary Restraining Order (TRO) enjoining the Sps. Santos from further undertaking further construction work on Lot 1. The TRO was eventually lifted on March 20, 2009.<sup>[9]</sup>

In their Amended Answer with Counterclaim<sup>[10]</sup> dated February 27, 2009, the respondents asserted that Tan was incorrectly impleaded, denying that Tan is involved whatsoever in the matter at hand, with the latter not being the registered owner of Lot 1.

Further, the respondents argued that the Sps. Garcia failed to allege how they acquired the easement of light and view either by prescription or title. The respondents maintained that the mere presence of windows on the one-storey house of the Sps. Garcia in itself does not give rise to an easement by title, stressing that there was no tenement standing on Lot 1 at the time of the construction of the one-storey house standing on the subject property. The respondents also argued that the Sps. Garcia also failed to acquire an easement by prescription because they never alleged that they made a formal prohibition of the construction of a taller structure on Lot 1.

With respect to the Sps. Garcia's claims on easement of lateral and subjacent support, the respondents maintained that such claims are baseless because the excavation works were all made within Lot 1 and were not deep enough to deprive the Sps. Garcia subjacent and lateral support. Moreover, these excavations were already finished without causing any damage to the Sps. Garcia's house.

The trial then ensued, with the Sps. Garcia presenting their testimonial and documentary evidence.

*The Sps. Santos' Demurrer to  
Evidence (CA-G.R. SP No.  
06176)*

After the Sps. Garcia rested their case, the Sps. Santos filed a Motion to Dismiss (By Way of Demurrer to Evidence)<sup>[11]</sup> which the RTC denied in its Order<sup>[12]</sup> dated April 28, 2011.

The Sps. Santos then assailed the RTC's denial of their demurrer to evidence by filing a petition for *certiorari*<sup>[13]</sup> under Rule 65 of the Rules of Court before the CA. The petition was raffled to the Twentieth Division and was docketed as CA-G.R. SP No. 06176.

In its Decision<sup>[14]</sup> dated May 20, 2013, the CA, Twentieth Division denied the *certiorari* petition of the Sps. Santos for failing to prove that the RTC committed grave abuse of discretion in denying the respondents' demurrer to evidence.

The respondents filed a Motion for Reconsideration<sup>[15]</sup> dated June 17, 2013, which was denied by the CA, Special Former Twentieth Division in its Resolution<sup>[16]</sup> dated February 22, 2016. On March 31, 2016, the Decision dated May 20, 2013 rendered by the CA, Twentieth Division became final and executory.<sup>[17]</sup>

Afterwards, the trial ensued before the RTC, with the Sps. Santos presenting their evidence.

### **The Ruling of the RTC**

In its Decision<sup>[18]</sup> dated May 28, 2015, the RTC ruled in favor of the Sps. Santos and dismissed the Complaint. The dispositive portion of the aforesaid Decision reads:

**WHEREFORE, EVERYTHING CONSIDERED**, the herein complaint is hereby **DISMISSED**, the counterclaims are likewise dismissed.

Costs de oficio.

SO ORDERED.<sup>[19]</sup>

In sum, the RTC held that the Sps. Garcia never acquired any easement of light and view either by title or by prescription.

Hence, the Sps. Garcia appealed the RTC's Decision before the CA, Special 18<sup>th</sup> Division.<sup>[20]</sup> The appeal was docketed as CA-G.R. CEB-CV No. 05701.

### **The Ruling of the CA, Special 18<sup>th</sup> Division**

In its assailed Decision, the CA, Special 18<sup>th</sup> Division denied the appeal for lack of merit, the dispositive portion of which reads:

**WHEREFORE**, the appeal is **DENIED**. The 28 May 2015 *Decision* of the Regional Trial Court of Iloilo City, Branch 31 in Civil Case No. 09-30023 is **AFFIRMED**.

**SO ORDERED.**<sup>[21]</sup>

Agreeing *in toto* with the RTC, the CA held that the Sps. Garcia never acquired an easement of light and view under the pertinent provisions of the Civil Code.

The Sps. Garcia filed a Motion for Reconsideration<sup>[22]</sup> dated August 4, 2016, which was denied by the CA, Former Special 18<sup>th</sup> Division in its assailed Resolution.

Hence, the instant Petition for Review on *Certiorari* filed by the Sps. Garcia under Rule 45 of the Rules of Court.

The respondents filed their Comment (To the Petition dated October 28, 2016)<sup>[23]</sup> dated June 20, 2017, to which the Sps. Garcia responded with their Reply<sup>[24]</sup> dated November 9, 2017.

### **Issues**

Stripped to its core, the instant Petition presents two main issues for the Court's disposition: (1) whether, in view of the CA, Twentieth Division's final and executory Decision dated May 20, 2013 in CA-G.R. SP No. 06176, the doctrine of the law of the case finds application; and (2) whether the Sps. Garcia have acquired an easement of light and view with respect to Lot 1 owned by the Sps. Santos.

### **The Court's Ruling**

In deciding the merits of the instant Petition, the Court shall resolve the issues in *seriatim*.

#### **I. The doctrine of the law of the case not applicable in the instant case**

In the instant Petition, the Sps. Garcia make the argument that the doctrine of the law of the case applies in the instant case, considering that the CA, Twentieth Division's final and executory Decision dated May 20, 2013 in CA-G.R. SP No. 06176 expressly and categorically found that "[t]here is an acquired easement of light, air and view in favor of [the Sps. Garcia]"<sup>[25]</sup> based on Article 624 of the Civil Code<sup>[26]</sup> and the decided cases of *Amor v. Florentino*<sup>[27]</sup> and *Gargantos v. Tan Yanon*,<sup>[28]</sup> and that "the contention of [the respondents] that the mere opening of windows and doors does not constitute an easement is therefore refuted."<sup>[29]</sup>

The argument is unmeritorious.

The doctrine of the law of the case states that whatever has once been irrevocably established as the controlling legal rule of decision between the same parties in the same case continues to be the law of the case, whether correct on general principles or not, so long as the facts on which such decision was predicated continue to be the facts of the case before the court.<sup>[30]</sup>

Citing *Mercury Group of Co., Inc. v. Home Dev't Mutual Fund*,<sup>[31]</sup> the CA, Special 18<sup>th</sup> Division was correct in explaining that the aforesaid doctrine applies only when there has been **a prior decision on the merits**:

"Law of the case" has been defined as the opinion delivered on a former appeal. . . . **It is a rule of general application that the decision of an appellate court in a case is the law to the case on the points presented throughout all the subsequent proceedings in the case**

in both the trial and appellate courts and no question necessarily involved and decided on that appeal will be considered on a second appeal or writ of error in the same case, provided the facts and issues are substantially the same as those on which the first question rested and, according to some authorities, provided **the decision is on the merits.** x x x<sup>[32]</sup>

The CA, Twentieth Division's final and executory Decision dated May 20, 2013 relied upon by the Sps. Garcia was not a final and executory decision on the merits of the case as it dealt solely on the issue of whether the RTC committed grave abuse of discretion in denying the respondents' demurrer to evidence.

In fact, the CA, Twentieth Division was unequivocal in explaining that it discussed "the issue on easement of light, air and view not so much to address the merit of the petition but to illustrate the extent by which [the Sps. Garcia] have relentlessly pursued their claim."<sup>[33]</sup>

Hence, the first issue posed by the Sps. Garcia is denied.

## **II. The easement of light and view imposed on Lot 1 acquired by the Sps. Garcia**

Having disposed of the first issue, the Court shall now decide whether the Sps. Garcia have indeed acquired an easement of light and view, imposing a burden on Lot 1 not to obstruct the subject property's free access to light and view. The Court notes that the issues surrounding the alleged easement of lateral and subjacent support were no longer pursued by the Sps. Garcia in the instant Petition. Hence, the Court's Decision shall focus exclusively on the easement of light and view purportedly acquired by the Sps. Garcia as against the Sps. Santos' Lot 1.

Considering that the jurisprudence on the concept of easements of light and view is not in abundance, this is an opportune time for the Court to explain clearly and resolutely the rules regarding the acquisition of an easement of light and view vis-a-vis several parcels of land owned by separate owners that were previously owned by a single owner, and the distances that must be observed in relation thereto.

### *The Concept of Easements and the Easement of Light and View*

According to Article 613 of the Civil Code, an easement or servitude is an encumbrance imposed upon an immovable for the benefit of another immovable belonging to a different owner. The immovable in favor of which the easement is established is called the dominant estate; that which is subject thereto, the servient estate.

As defined by jurisprudence, an easement is "a real right on another's property, corporeal and immovable, whereby the owner of the latter must refrain from doing or allowing somebody else to do or something to be done on his property, for the benefit of another person or tenement. Easements are established either by law or by the will of the owner. The former are called legal, and the latter, voluntary easements."<sup>[34]</sup> An easement has been described as "a real right which burdens a thing with a prestation consisting of determinate servitudes for the exclusive enjoyment of a person who is not its owner or of a tenement belonging to another."

<sup>[35]</sup>