

## FIRST DIVISION

[ G.R. No. 230404, January 31, 2018 ]

**IN THE MATTER OF THE INTESTATE ESTATE OF REYNALDO GUZMAN RODRIGUEZ; ANITA ONG TAN, PETITIONER, V. ROLANDO C. RODRIGUEZ, RACQUEL R. GEGAJO[\*], ROSALINDA R. LANDON, REYNALDO C. RODRIGUEZ, JR., ESTER R. FULGENCIO, RAFAEL C. RODRIGUEZ AND REYNEST C. RODRIGUEZ, RESPONDENTS.**

### D E C I S I O N

**TIJAM, J.:**

Before Us is a Petition for Review on *Certiorari*,<sup>[1]</sup> assailing the Decision<sup>[2]</sup> dated June 13, 2016 and Resolution<sup>[3]</sup> dated March 3, 2017 of the Court of Appeals (CA) in CA-G.R. CV No. 105665 filed by petitioner Anita Ong Tan (Anita).

#### The Facts of the Case

Respondents Rolando Rodriguez, Racquel Gegajo, Rosalinda Landon, Reynaldo Rodriguez, Jr., Ester Fulgencio, Rafael Rodriguez and Reynest Rodriguez are children of Reynaldo Rodriguez (Reynaldo) and Ester Rodriguez (Ester), who died on August 27, 2008 and September 11, 2004 respectively.<sup>[4]</sup>

Reynaldo and Ester left several properties to their surviving children. On February 13, 2009, respondents executed an Extrajudicial Settlement of the Estate of the late Reynaldo and Ester.<sup>[5]</sup>

On the other hand, Anita is a co-depositor in a Joint Account under the name Anita Ong Tan and Reynaldo with account number 003149-0718-56 in the Bank of the Philippine Islands (BPI). When Reynaldo passed away, said joint account continued to be in active status.<sup>[6]</sup>

On August 31, 2009, BPI sent a letter to Anita and informed her that her joint account with Reynaldo would become dormant if no transaction will be made. As such, Anita decided to withdraw her funds. BPI, however, required her to submit additional requirements, one of which is the extrajudicial settlement of the heirs of Reynaldo.<sup>[7]</sup> To comply with the same, Anita approached respondents and asked them to sign a waiver of rights to the said joint account. Respondents refused to sign the waiver as they believed that the funds in the said joint account belonged to their father.<sup>[8]</sup>

Respondents then submitted documents to BPI for the release of half of the funds deposited in said joint account.<sup>[9]</sup>

BPI withheld the release of the funds because of the conflicting claims between Anita and respondents.<sup>[10]</sup>

In 2011, Anita filed before the trial court a petition for the: (a) settlement of the Intestate Estate of the late Reynaldo; and (b) issuance of letters of administration to any competent neutral willing person, other than any of the heirs of Reynaldo.

Anita alleged that the funds used to open the BPI joint account were her exclusive funds, which came from her East West Bank (East West) account. To prove her claim, she presented as evidence a Debit Memo from East West Bank, which was used for the issuance of a Manager's Check in the amount of One Million Twenty-One Thousand Eight Hundred Sixty Eight and 30/100 Pesos (P 1,021,868.30), which exact amount was deposited to the BPI joint account.<sup>[11]</sup> Anita presented the testimony of Mineleo Serrano, Branch Manager of East West in Tomas Morato, to corroborate her testimony that the subject amount came from her East West account.<sup>[12]</sup>

Respondents filed a Motion to Dismiss, arguing that the funds deposited in the BPI joint account belonged exclusively to Reynaldo.

In 2014, Rolando Rodriguez was appointed and took his oath as an administrator of the subject estate.

In an Order<sup>[13]</sup> dated March 13, 2015, the Regional Trial Court (RTC) ruled in favor of Anita. The RTC held that Anita sufficiently adduced evidence to rebut the presumption that the funds deposited under the BPI joint account of Anita and Reynaldo were owned by them in common. The *fallo* reads:

**WHEREFORE**, petitioner's claim against the estate of deceased Reynaldo G. Rodriguez is hereby **GRANTED**. Accordingly, Rolando Rodriguez, in his capacity as the appointed Administrator of the intestate estate of Reynaldo G. Rodriguez, is hereby directed to withdraw, together with the petitioner, the funds under Joint Account No. 003149-0718-56 deposited with the Bank of the Philippine Islands, Kamuning Branch, Quezon City and the entire proceeds thereof be given to petitioner.

**SO ORDERED.**<sup>[14]</sup>

Respondents filed a motion for reconsideration, but it was denied in an Order dated May 25, 2015.

Undaunted, respondents filed an appeal before the CA.

In a Decision<sup>[15]</sup> dated June 13, 2016, the CA reversed the ruling of the RTC. In giving credence to respondents' contention, the CA maintained that the presumption of co-ownership as regards the nature of joint accounts was not sufficiently overturned, as Anita failed to prove that she is indeed the sole owner of the funds therein. The CA disposed thus:

**WHEREFORE**, the instant appeal is hereby **PARTIALLY GRANTED**. The assailed *Order* dated March 13, 2015 and *Order* dated May 25, 2015 of the Region[al] Trial Court [,] Branch 74, Ma1abon City is hereby **MODIFIED**.

The bank deposit under the Joint Account number 003149-0718-56 is to be divided in equal shares between Petitioner-appellee on one hand and the Respondents-appellants on the other on a 50-50 proposition.

**SO ORDERED.**<sup>[16]</sup>

Anita filed a motion for reconsideration, which was denied in a Resolution<sup>[17]</sup> dated March 3, 2017, thus:

**WHEREFORE**, petitioner-appellee's Motion for Reconsideration is hereby **DENIED** for lack of merit.

**SO ORDERED.**<sup>[18]</sup>

### **The Issue**

In sum, the sole issue in this case is whether or not the CA erred in declaring Anita and Reynaldo as co-owners of the subject bank deposits despite the evidence submitted by Anita to prove otherwise.

### **The Ruling of the Court**

A joint account is one that is held jointly by two or more natural persons, or by two or more juridical persons or entities. Under such setup, the depositors are joint owners or co-owners of the said account, and their share in the deposits shall be presumed equal, unless the contrary is proved.<sup>[19]</sup> The nature of joint accounts is governed by the rule on co-ownership embodied in Article 485 of the Civil Code, to wit:

Art. 485. The share of the co-owners, in the benefits as well as in the charges, shall be proportional to their respective interests. Any stipulation in a contract to the contrary shall be void.

The portions belonging to the co-owners in the co-ownership shall be presumed equal, unless the contrary is proved.

While the rule is that the shares of the owners of the joint account holders are equal, the same may be overturned by evidence to the contrary. Hence, the mere fact that an account is joint is not conclusive of the fact that the owners thereof have equal claims over the funds in question.

In line with this, it is also indispensable to consider whether or not there exists a survivorship agreement between the co-depositors. In said agreement, the co-depositors agree that upon the death of either of them, the share pertaining to the deceased shall accrue to the surviving co-depositor or he can withdraw the entire deposit.<sup>[20]</sup>

It must be noted that there exists no survivorship agreement between Anita and Reynaldo. Hence, it is but rightful to determine their respective shares based on evidence presented during trial.

On this note, the Court agrees with the findings of the lower court that Anita sufficiently proved that she owns the funds in the BPI joint account exclusively.