

THIRD DIVISION

[G.R. No. 187850, August 17, 2016]

**ANITA U. LORENZANA, PETITIONER, VS. RODOLFO LELINA,
RESPONDENT.**

D E C I S I O N

JARDELEZA, J.:

This is a petition for review on *certiorari*^[1] under Rule 45 of the Revised Rules of Court filed by Anita U. Lorenzana (petitioner) from the Court of Appeals' (CA) Decision^[2] dated April 30, 2008 (CA Decision) and the Resolution^[3] dated April 27, 2009 in CA-G.R. CV No. 86187. The CA affirmed the Regional Trial Court (RTC) Decision^[4] dated March 7, 2005 (RTC Decision) upholding Rodolfo Lelina's (respondent) ownership over the half of the 16,047 square meters (sq. m.) of land claimed by petitioner, and cancelling the Deed of Final Conveyance and Tax Declaration in petitioner's name.^[5]

Facts

On April 1, 1975, Ambrosia Lelina (Ambrosia), married to Aquilino Lelina (Aquilino), executed a Deed of Absolute Sale^[6] over one-half (1/2) of an undivided parcel of land covered by Tax Declaration (TD) No. 14324-C (property) in favor of her son, the respondent. The Deed of Absolute Sale, however, specified only an area of 810 sq. m. as the one-half (1/2) of the property covered by the tax declaration.^[7] Nevertheless, the Deed of Absolute Sale contained the description of the land covered by TD No. 14324-C, as follows: "[b]ounded on the: North by Constancio Batac-& National highway[,], East by Cecilio Lorenzana, South by Cr[ee]k, and West by Andres Cuaresma."^[8]

Immediately after the execution of the Deed of Absolute Sale, respondent took possession of the property. Since then, the tenants of the property, Fidel Labiano, Venancio Lagria, and Magdalena Lopez, continued to deliver his share of the produce of the property as well as produce of the remaining half of the land covered by TD No. 14324-C until December 1995.^[9]

Around August 1996,^[10] respondent and his three tenants were invited at the Municipal Agrarian Office of Tagudin, Ilocos Sur for a conference where they were informed that the property is already owned by petitioner by virtue of a Deed of Final Conveyance and TD No. 11-21367-A both in the name of petitioner.^[11] Alerted by the turn of events, respondent filed a complaint for quieting of title and cancellation of documents^[12] on September 24, 1996, with the RTC Branch 25, Tagudin, Ilocos Sur, claiming that there appears to be a cloud over his ownership and possession of the property.

In her Answer,^[13] petitioner alleged that she acquired a land with an area of 16,047 sq. m. through a foreclosure sale. Petitioner claims that she became the judgment creditor in a case for collection of sum of money^[14] (collection case) she filed against Aquilino, and the decision in her favor became final on March 20, 1975, with an Entry of Judgment issued on April 10, 1975.^[15] Thereafter, by virtue of a writ of execution to enforce the decision in the collection case, the sheriff levied on a land with an area of 16,047 sq. m. covered by the TD No. 11-05370-A^[16] (levied property) under the name of Ambrosia. Petitioner claimed that she emerged as the sole and highest bidder when the levied property was auctioned. An auction sale was conducted on September 29, 1977 and a Certificate of Sale was issued in favor of petitioner. The same Certificate of Sale was registered with the Register of Deeds on October 18, 1977.^[17] No redemption having been made despite the lapse of the one year period for redemption, a Deed of Final Conveyance^[18] was issued in her favor on October 9, 1978. The same was registered with the Register of Deeds of Ilocos Sur on October 16, 1978.^[19]

During trial, it was undisputed that the property is found within the levied property.^[20] The levied property has the following boundaries: North by Constancio Batac; East by National Road and heirs of Pedro Mina & Cecilio Lorenzana; South by Creek; and West by Andres Cuaresma, Eladio Ma and Creek.^[21] It was further shown that the Deed of Final Conveyance expressly describes the levied property as registered and owned by Ambrosia.^[22] Petitioner testified that she did not immediately possess the levied property, but only did so in 1995.^[23] On the other hand, respondent testified that sometime in 1975 and prior to the sale of the property to him, the other half of the levied property was owned by Godofredo Lorenzana (Godofredo).^[24] He also claimed that he and Godofredo have agreed that he will hold in trust the latter's share of produce from the other half of the land.^[25]

After trial, respondent submitted his Memorandum^[26] dated December 16, 2004 where he explained that the land he was claiming was the one-half (1/2) of the 16,047 sq. m. formerly covered by TD No. 14324-C described in the Deed of Absolute Sale. Thus, he prayed that his title to the property, i.e. the one-half (1/2) of the levied property, be upheld.

The RTC upheld respondent's ownership over the half of the levied property.^[27] It ruled that the levied property is exclusively owned by Ambrosia, and could not be held to answer for the obligations of her husband in the collection case. As a result, it declared the Deed of Final Conveyance dated October 9, 1978, as well as the proceedings taken during the alleged auction sale of levied property, invalid and without force and effect on Ambrosia's paraphernal property.^[29] It also cancelled the TD No. 11-21367-A in the name of petitioner.^[30]

Petitioner filed a notice of appeal from the RTC Decision. In her Appellant's Brief,^[31] petitioner argued that the trial court erred: (1) in awarding one-half (1/2) of the levied property, which is more than the 810 sq. m. prayed for in the complaint; (2) in ruling that the Deed of Final Conveyance in favor of petitioner is invalid; and (3) in awarding litigation expenses and attorney's fees in favor of respondent.

The CA affirmed the findings of the RTC and upheld respondent's ownership over the property.^[32] It ruled that the power of the court in the execution of its judgment extends only to properties unquestionably belonging to the judgment debtor. Since Ambrosia exclusively owned the levied property, the sheriff in the collection case, on behalf of the court, acted beyond its power and authority when it levied on the property. Consequently, petitioner cannot rely on the execution sale in proving that she has better right over the property because such execution sale is void.^[33] Finding petitioner's claim over the property as invalid, the CA upheld respondent's right to the removal of the cloud on his title.^[34] The CA deleted the award of litigation expenses and attorney's fees, there being no finding of facts in the RTC Decision that warrants the same.^[35]

Hence, this petition.

Arguments

Petitioner argues that respondent's sole basis for his claim of ownership over the property is the Deed of Absolute Sale, the original of which was not presented in court. Since only the photocopy of the Deed of Absolute Sale was presented, its contents are inadmissible for violating the best evidence rule. Thus, respondent's claim of ownership should be denied.^[36]

Petitioner next claims that even if the Deed of Absolute Sale be considered in evidence, it only proves respondent's ownership over the 810 sq. m., and not the half of the 16,047 sq. m. levied property. Accordingly, the area of the lot awarded should be limited to what was prayed for in the Complaint.^[37]

Lastly, petitioner assails the finding that Ambrosia is the exclusive owner of the levied property. She asserts that at the very least, the levied property is jointly owned by the spouses Ambrosia and Aquilino and therefore, it may be validly held answerable for the obligations incurred by Aquilino. Accordingly, she asserts that the Deed of Final Conveyance should not have been totally invalidated but should have been upheld as to the other half of the levied property.^[38] In this connection, she maintains that the lower courts should not have ordered the remaining half of the levied property be held in trust by respondent because the alleged landholding of Godofredo was not proven to be the same or even part of the levied property.^[39]

Issues

- I. Whether respondent is the owner of one-half (1/2) of the levied property comprising of 16,047 sq. m.
- II. Whether the Deed of Final Conveyance and TD No. 11- 21367-A, both in the name of petitioner, were correctly cancelled.

Ruling

We deny the petition.

The issues raised invite a re-determination of questions of fact which is not within the province of a petition for review on *certiorari* under Rule 45 of the Revised Rules of Court. Factual findings of the trial court affirmed by the CA are final and conclusive and may not be reviewed on appeal.^[40] In certain cases, we held that as an exception, a review of such factual findings may be made when the judgment of the CA is premised on a misapprehension of facts or a failure to consider certain relevant facts, which, if properly considered, would justify a different conclusion.^[41] Petitioner invokes this exception urging us to pass upon anew the RTC and CA's findings, regarding the ownership of the property and levied property which led the lower courts to cancel the Deed of Final Conveyance and TD No. 11-21367-A under petitioner's name.

We find no reversible error committed by the RTC and CA in ruling that the Deed of Absolute Sale proves respondent's ownership over the property, and that petitioner failed to establish a registrable title on the property and levied property.

I. Respondent is the owner of half of the levied property.

We affirm the finding that respondent is the owner of the property equivalent to half of the levied property.

A. Waiver of objection to the Best Evidence Rule.

Petitioner claims that the photocopy of the Deed of Absolute Sale should not have been admitted in evidence to prove respondent's ownership over the property. We disagree.

The best evidence rule requires that when the subject of inquiry is the contents of a document, no evidence is admissible other than the original document itself except in the instances mentioned in Section 3, Rule 130 of the Revised Rules of Court. As such, mere photocopies of documents are inadmissible pursuant to the best evidence rule.^[42] Nevertheless, evidence not objected to is deemed admitted and may be validly considered by the court in arriving at its judgment.^[43] Courts are not precluded to accept in evidence a mere photocopy of a document when no objection was raised when it was formally offered.^[44]

In order to exclude evidence, the objection to admissibility of evidence must be made at the proper time, and the grounds specified.^[45] Objection to evidence must be made at the time it is formally offered.^[46] In case of documentary evidence, offer is made after all the witnesses of the party making the offer have testified, specifying the purpose for which the evidence is being offered.^[47] It is only at this time, and not at any other, that objection to the documentary evidence may be made. And when a party failed to interpose a timely objection to evidence at the time they were offered in evidence, such objection shall be considered as waived.^[48] This is true even if by its nature the evidence is inadmissible and would have surely been rejected if it had been challenged at the proper time.^[49] Moreover, grounds for objection must be specified in any case.^[50] Grounds for objections not raised at the proper time shall be considered waived, even if the evidence was

objected to on some other ground.^[51] Thus, even on appeal, the appellate court may not consider any other ground of objection, except those that were raised at the proper time.^[52]

In this case, the objection to the Deed of Absolute Sale was belatedly raised. Respondent submitted his Formal Offer of Evidence^[53] on February 12, 2003 which included the Deed of Absolute Sale as Exhibit A. While petitioner filed a Comment and Objection^[54] on February 21, 2003, she only objected to the Deed of Absolute Sale for being self-serving. In the Order^[55] dated February 27, 2003, the RTC admitted the Deed of Absolute Sale, rejecting the objection of petitioner. Having failed to object on the ground of inadmissibility under the best evidence rule, petitioner is now deemed to have waived her objection on this ground and cannot raise it for the first time on appeal.^[56]

*B. The Deed of Absolute Sale
sufficiently proves respondent's
ownership over the property.*

We stress that petitioner does not question the validity of the sale, but merely the admissibility of the deed. Having been admitted in evidence as to its contents, the Deed of Absolute Sale sufficiently proves respondent's ownership over the property. The deed, coupled with respondent's possession over the property since its sale in 1975 until 1995, proves his ownership.

Petitioner maintains that without conceding the correctness of the CA Decision, respondent's ownership of the land should only be limited to 810 sq. m. in accordance with his complaint and evidence presented. Thus, the CA went over and beyond the allegations in the complaint making its finding devoid of factual basis.^[57]

We note that petitioner actively participated in the proceedings below. During the course of trial she was confronted with the issue of ownership of the levied property, and she admitted that the property is found within the former.^[58] From the beginning, petitioner was apprised of respondent's claim over the half of the land described in the Deed of Absolute Sale, which has the same boundaries as the land described in TD No. 11-05730-A. While respondent in his complaint stated a claim for an area of only 810 sq. m., he adequately clarified his claim for the one-half (1/2) of the levied property in his Memorandum^[59] dated December 16, 2004 before the RTC. Hence, it could not be said that petitioner was deprived of due process by not being notified or given the opportunity to oppose the claim over half of the levied property.

At any rate, we have consistently ruled that what really defines a piece of land is not the area, calculated with more or less certainty mentioned in the description, but its boundaries laid down, as enclosing the land and indicating its limits.^[60] Where land is sold for a lump sum and not so much per unit of measure or number, the boundaries of the land stated in the contract determine the effects and scope of the sale, and not its area.^[61] This is consistent with Article 1542 of the Civil Code which provides: