

THIRD DIVISION

[G.R. No. 187524, August 05, 2015]

**SPOUSES MARIA BUTIONG AND FRANCISCO VILLAFRIA,
SUBSTITUTED BY DR. RUEL B. VILLAFRIA, PETITIONERS, VS.
MA. GRACIA RIÑOZA PLAZO AND MA. FE RIÑOZA ALARAS,
RESPONDENTS.**

D E C I S I O N

PERALTA, J.:

Before the-Court is a petition for review on *certiorari* under Rule 45 of the Rules of Court seeking to reverse and set aside the Decision^[1] and Resolution,^[2] dated March 13, 2009 and April 23, 2009, respectively, of the Court Appeals (CA) in CA-G.R. SP No. 107347, which affirmed the Judgment^[3] dated October 1, 2001 of the Regional Trial Court (RTC) of Nasugbu, Batangas, Branch 14, in Civil Case No. 217.

The antecedent facts are as follows:

On November 16, 1989, Pedro L. Riñoza died intestate, leaving several heirs, including his children with his first wife, respondents Ma. Gracia R. Plazo and Ma. Fe Alaras, as well as several properties including a resort covered by Transfer Certificates of Title (TCT) No. 51354 and No. 51355, each with an area of 351 square meters, and a family home, the land on which it stands is covered by TCT Nos. 40807 and 40808, both located in Nasugbu, Batangas.^[4]

In their Amended Complaint for Judicial Partition with Annulment of Title and Recovery of Possession^[5] dated September 15, 1993, respondents alleged that sometime in March 1991, they discovered that their co-heirs, Pedro's second wife, Benita Tenorio and other children, had sold the subject properties to petitioners, spouses Francisco Villafria and Maria Butiong, who are now deceased and substituted by their son, Dr. Ruel B. Villafria, without their knowledge and consent. When confronted about the sale, Benita acknowledged the same, showing respondents a document she believed evidenced receipt of her share in the sale, which, however, did not refer to any sort of sale but to a previous loan obtained by Pedro and Benita from a bank.^[6] The document actually evidenced receipt from Banco Silangan of the amount of P87,352.62 releasing her and her late husband's indebtedness therefrom.^[7] Upon inquiry, the Register of Deeds of Nasugbu informed respondents that he has no record of any transaction involving the subject properties, giving them certified true copies of the titles to the same. When respondents went to the subject properties, they discovered that 4 out of the 8 cottages in the resort had been demolished. They were not, however, able to enter as the premises were padlocked.

Subsequently, respondents learned that on July 18, 1991, a notice of an extra-

judicial settlement of estate of their late father was published in a tabloid called *Balita*. Because of this, they caused the annotation of their adverse claims over the subject properties before the Register of Deeds of Nasugbu and filed their complaint praying, among others, for the annulment of all documents conveying the subject properties to the petitioners and certificates of title issued pursuant thereto.^[8]

In their Answer,^[9] petitioners denied the allegations of the complaint on the ground of lack of personal knowledge and good faith in acquiring the subject properties. In the course of his testimony during trial, petitioner Francisco further contended that what they purchased was only the resort.^[10] He also presented an Extra-Judicial Settlement with Renunciation, Repudiations and Waiver of Rights and Sale which provides, among others, that respondents' co-heirs sold the family home to the spouses Rolando and Ma. Cecilia Bondoc for P1 million as well as a Deed of Sale whereby Benita sold the resort to petitioners for P650,000.00.^[11]

On October 1, 2001, the trial court nullified the transfer of the subject properties to petitioners and spouses Bondoc due to irregularities in the documents of conveyance offered by petitioners as well as the circumstances surrounding the execution of the same. Specifically, the Extra-Judicial Settlement was notarized by a notary public who was not duly commissioned as such on the date it was executed.^[12] The Deed of Sale was undated, the date of the acknowledgment therein was left blank, and the typewritten name "Pedro Riñoza, Husband" on the left side of the document was not signed.^[13] The trial court also observed that both documents were never presented to the Office of the Register of Deeds for registration and that the titles to the subject properties were still in the names of Pedro and his second wife Benita. In addition, the supposed notaries and buyers of the subject properties were not even presented as witnesses who supposedly witnessed the signing and execution of the documents of conveyance.^[14] On the basis thereof, the trial court ruled in favor of respondents, in its Judgment, the pertinent portions of its *fallo* provide:

WHEREFORE, foregoing premises considered, judgment is hereby rendered as follows:

x x x x

4. a) Declaring as a nullity the Extra-Judicial Settlement with Renunciation, Repudiation and Waiver of Rights and Sale" (Exh. "1", Villafria) notarized on December 23, 1991 by Notary Public Antonio G. Malonzo of Manila, Doc. No. 190, Page No. 20, Book No. IXII, Series of 1991.

b) Declaring as a nullity the Deed of Absolute Sale (Exh. "2", Villafria), purportedly executed by Benita T. Riñoza in favor of spouses Francisco Villafria and Maria Butiong, purportedly notarized by one Alfredo de Guzman, marked Doc. No. 1136, Page No. 141, Book No. XXX, Series of 1991.

c) Ordering the forfeiture of any and all improvements introduced by defendants Francisco Villafria and Maria Butiong in the properties covered by TCT No. 40807, 40808, 51354 and 51355 of the Register of Deeds for

Nasugbu, Batangas.

5. Ordering defendant Francisco Villafria and all persons, whose occupancy within the premises of the four (4) parcels of land described in par. 4-c above is derived from the rights and interest of defendant Villafria, to vacate its premises and to deliver possession thereof, and all improvements existing thereon to plaintiffs, for and in behalf of the estate of decedent Pedro L. Riñoza.

6. Declaring the plaintiffs and the defendants-heirs in the Amended Complaint to be the legitimate heirs of decedent Pedro L. RifSoza, each in the capacity and degree established, as well as their direct successors-in-interest, and ordering the defendant Registrar of Deeds to issue the corresponding titles in their names in the proportion established by law, pro indiviso, in TCT Nos. 40807, 40808, 51354, 51355 and 40353 (after restoration) within ten (10) days from finality of this Decision, upon payment of lawful fees, except TCT No. 40353, which shall be exempt from all expenses for its restoration.

With no costs.

SO ORDERED.^[15]

On appeal, the CA affirmed the trial court's Judgment in its Decision^[16] dated October 31, 2006 in the following wise:

The person before whom the resort deed was acknowledged, Alfredo de Guzman, was not commissioned as a notary public from 1989 to July 3, 1991, the date the certification was issued. Such being the case, the resort deed is not a public document and the presumption of- regularity accorded to public documents will not apply to the same. As laid down in *Tigno, et al. v. Aquino, et al.*:

The validity of a notarial certification necessarily derives from the authority of the notarial officer. **If the notary public does net have the capacity to notarize a document, but does so anyway, then the document should be treated as unnotarized.** The rule may strike as rather harsh, and perhaps may prove to be prejudicial to parties in good faith relying on the proffered authority of the notary public or the person pretending to be one. Still, to admit otherwise would render merely officious the elaborate process devised by this Court in order that a lawyer may receive a notarial commission. **Without such a rule, the notarization of a document by a duly-appointed notary public will have the same legal effect as one accomplished by a non-lawyer engaged in pretense.**

The notarization of a document carries considerable legal

effect. **Notarization of a private document converts such document into a public one, and renders it admissible in court without further proof of its authenticity.** Thus, notarization is not an empty routine; to the contrary, it engages public interest in a substantial degree and the protection of that interest requires preventing those who are not qualified or authorized to act as notaries public from imposing upon the public and the courts and administrative offices generally.

Parenthetically, the settlement/family home deed cannot be considered a public document. This is because the following cast doubt on the document's authenticity, to wit:

- 1.) The date of its execution was not indicated;**
- 2.) The amount of consideration was superimposed;**
- 3.) It was not presented to the Registry of Deeds of Nasugbu, Batangas for annotation; and**
- 4.) Not even the supposed notary public," Alfredo de Guzman, or the purported buyer, the Spouses Rolando and Ma. Cecilia Bondoc, were presented as witnesses.**

Concededly, the absence of notarization in the resort deed and/or the lacking details in the settlement/family home deed did not necessarily invalidate the transactions evidenced by the said documents. However, **since the said deeds are private documents, perforce, their due execution and authenticity becomes subject to the requirement of proof under the *Rules on Evidence*, Section 20, Rule 132 of which provides:**

Sec. 20. Proof of private document. - Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

- (a) By anyone who saw the document executed or written; or
- (b) By evidence of the genuineness of the signature or handwriting of the maker.

The Complaining Heirs insist that the settlement/family home and the resort deed are void as their signatures thereon are forgeries as opposed to the Villafrias who profess the deeds' enforceability. **After the Complaining Heirs presented proofs in support of their claim that their signatures were forged, the burden then fell upon the Villafrias to disprove the same, or conversely, to prove the authenticity and due execution of the said deeds. The Villafrias failed in this regard.**

As aforesated, the Villafrias did not present as witnesses (a) the notary public who purportedly notarized the questioned instrument, (b) the witnesses who appeared] in the instruments as eyewitnesses to the signing, or (c) an expert to prove the authenticity and genuineness of all the signatures appearing on the said instruments. Verily, the rule that, proper foundation

must be laid for the admission of documentary evidence; that is, the identity and authenticity of the document must be reasonably established as a prerequisite to its admission, was prudently observed by the lower court when it refused to admit the settlement/family home and the resort deeds as their veracity are doubtful.^[17]

Aggrieved, petitioners, substituted by their son Ruel Villafria, filed a Motion for Reconsideration dated November 24, 2006 raising the trial court's lack of jurisdiction. It was alleged that when the Complaint for Judicial Partition with Annulment of Title and Recovery of Possession was filed, there was yet no settlement of Pedro's estate, determination as to the nature thereof, nor was there an identification of the number of legitimate heirs. As such, the trial court ruled on the settlement of the intestate estate of Pedro in its ordinary jurisdiction when the action filed was for Judicial Partition. Considering that the instant action is really one for settlement of intestate estate, the trial court, sitting merely in its probate jurisdiction, exceeded its jurisdiction when it ruled upon the issues of forgery and ownership. Thus, petitioner argued that said ruling is void and has no effect for having been rendered without jurisdiction. The Motion for Reconsideration was, however, denied by the appellate court on February 26, 2007.

On appeal, this Court denied on June 20, 2007, petitioner's Petition for Review on *Certiorari* for submitting a verification of the petition, a certificate of non-forum shopping and an affidavit of service that failed to comply with the 2004 Rules on Notarial Practice regarding competent evidence of affiant's identities.^[18] In its Resolution^[19] dated September 26, 2007, this Court also denied petitioner's Motion for Reconsideration in the absence of any compelling reason to warrant a modification of the previous denial. Thus, the June 20, 2007 Resolution became final and executory on October 31, 2007 as certified by the Entry of Judgment issued by the Court.^[20]

On January 16, 2008, the Court further denied petitioner's motion for leave to admit a second motion for reconsideration of its September 26, 2007 Resolution, considering that the same is a prohibited pleading under Section 2, Rule 52, in relation to Section 4, Rule 56 of the 1997 Rules of Civil Procedure, as amended. Furthermore, petitioner's letter dated December 18, 2007 pleading the Court to take a second, look at his petition for review on *certiorari* and that a decision thereon be rendered based purely on its merits was noted without action.^[21]

Unsatisfied, petitioner wrote a letter dated March 24, 2008 addressed to then Chief Justice Reynato S. Puno praying that a decision on the case be rendered based on the merits and not on formal requirements "as he stands to lose everything his parents had left him just because the verification against non-forum shopping is formally defective." However, in view of the Entry of Judgment having been made on October 31, 2007, the Court likewise noted said letter without action.^[22]

On November 27, 2008, the RTC issued an Order, issuing a Partial Writ of Execution of its October 1, 2001 Decision with respect to the portions disposing of petitioner's claims as affirmed by the CA.