

## THIRD DIVISION

[ G.R. No. 205879, April 23, 2014 ]

**SKUNAC CORPORATION AND ALFONSO F. ENRIQUEZ,  
PETITIONERS, VS. ROBERTO S. SYLIANTENG AND CAESAR S.  
SYLIANTENG, RESPONDENTS.**

### D E C I S I O N

**PERALTA, J.:**

This treats of the petition for review on *certiorari* assailing the Decision<sup>[1]</sup> and Resolution<sup>[2]</sup> of the Court of Appeals (CA), dated August 10, 2012 and February 18, 2013, respectively, in CA-G.R. CV No. 92022.

The factual and procedural antecedents of the case, as narrated by the CA, are as follows:

The civil cases before the [Regional Trial Court of Pasig City] involved two (2) parcels of land identified as Lot 1, with an area of 1,250 square meters (Civil Case No. 63987) and Lot 2, with an area of 990 square meters (Civil Case No. 63988), both found in Block 2 of the Pujalte Subdivision situated along Wilson Street, Greenhills, San Juan City which are portions of a parcel of land previously registered in the name of Luis A. Pujalte on October 29, 1945 and covered by Transfer Certificate of Title ("TCT") No. (-78865) (-2668) -93165 ("Mother Title") of the Register of Deeds for the City of Manila.

Plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng ("appellants") base their claim of ownership over the subject lots a Deed of Absolute Sale executed in their favor by their mother, Emerenciana Sylianteng ("Emerenciana"), on June 27, 1983. Appellants further allege that Emerenciana acquired the lots from the late Luis Pujalte [Luis] through a Deed of Sale dated June 20, 1958 as reflected in Entry No. P.E. 4023, annotated on the covering TCT, by virtue of which she was issued TCT No. 42369. Then, when she sold the lots to appellants, TCT No. 39488, covering the same, was issued in their names.

[Herein petitioners] Skunac Corporation ("Skunac") and Alfonso F. Enriquez ("Enriquez"), on the other hand, claim that a certain Romeo Pujalte who was declared by the RTC of Pasig City, Branch 151 in Special Proceedings No. 3366 as the sole heir of Luis Pujalte, caused the reconstitution of the Mother Title resulting to its cancellation and the issuance of TCT No. 5760-R in his favor. Romeo Pujalte then allegedly sold the lots to Skunac and Enriquez in 1992. Thus, from TCT No. 5760-R, TCT No. 5888-R, for Lot 1 was issued in the name of Skunac, while

TCT No. 5889-R for Lot 2 was issued in the name of Enriquez.

[Respondents] contend that they have a better right to the lots in question because the transactions conveying the same to them preceded those claimed by [petitioners] as source of the latter's titles. [Respondents] further assert that [petitioners] could not be considered as innocent purchasers in good faith and for value because they had prior notice of the previous transactions as stated in the memorandum of encumbrances annotated on the titles covering the subject lots. [Petitioners], for their part, maintain that [respondents] acquired the lots under questionable circumstances it appearing that there was no copy of the Deed of Sale, between Emerenciana and Luis Pujalte, on file with the Office of the Register of Deeds.<sup>[3]</sup>

On November 16, 2007, the Regional Trial Court of Pasig (RTC) rendered judgment in favor of herein petitioners. The dispositive portion of the RTC Decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the defendants and against the plaintiffs:

1. Declaring as null and void TCT No. 42369 in the name of Emerciana (sic) Sylianteng and TCT No. 39488 in the name of plaintiffs herein and ordering the cancellation thereof;
2. Declaring the herein defendants as buyers in good faith and for value; and
3. Declaring TCT No. 5888-R in the name of SKUNAC Corporation and TCT No. 5889-R in the name of Alfonso Enriquez as valid.

The complaint-in-intervention is ordered dismissed.

With costs against the plaintiffs.

SO ORDERED.<sup>[4]</sup>

Herein respondents then filed an appeal with the CA.

On August 10, 2012, the CA promulgated its assailed Decision, disposing as follows:

**WHEREFORE**, in light of all the foregoing, the appeal is **GRANTED**. The decision dated November 16, 2007 of Branch 160, Regional Trial Court of Pasig City in Civil Case No. 63987 is hereby **REVERSED and SET ASIDE**.

Judgment is hereby rendered in favor of plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng and against defendants-appellees

Skunac Corporation and Alfonso F. Enriquez, and intervenor-appellee Romeo N. Pujalte:

1. Declaring as null and void Transfer Certificate of Title No. 5760-R in the name of Romeo N. Pujalte, Transfer Certificate of Title No. 5888-R in the name of Skunac Corporation, and Transfer Certificate of Title No. 5889-R in the name of Alfonso F. Enriquez;

2. Upholding the validity of Transfer Certificate of Title No. 42369 in the name of Emerenciana Sylianteng, and Transfer Certificate of Title No. 39488 in the names of Roberto S. Sylianteng and Caesar S. Sylianteng; and

3. Ordering defendants-appellees Skunac Corporation and Alfonso F. Enriquez, and intervenor-appellee Romeo N. Pujalte, jointly and severally, to pay plaintiffs-appellants Roberto S. Sylianteng and Caesar S. Sylianteng:

- a. Moral damages in the amount of P500,000.00,
- b. Exemplary damages in the amount of P500,000.00,
- c. Attorney's fees in the amount of P250,000.00, and
- d. The costs of suit.

SO ORDERED.<sup>[5]</sup>

Petitioners filed a Motion for Reconsideration, but the CA denied it in its Resolution dated February 18, 2013.

Hence, the instant petition with the following assignment of errors:

I. THE HONORABLE COURT OF APPEALS ERRED IN APPLYING IN THE CASE THE PROVISION OF THE CIVIL CODE ON DOUBLE SALE OF A REGISTERED LAND.

II. THE HONORABLE COURT OF APPEALS ERRED IN NOT FINDING THAT RESPONDENTS FAILED TO PROVE THE EXISTENCE OF SALE BETWEEN LUIS PUJALTE AND THEIR PREDECESSOR-IN-INTEREST, EMERENCIANA SYLIANTENG.

III. THE HONORABLE COURT OF APPEALS ERRED IN NOT DECLARING NULL AND VOID TCT NO. 42369 PURPORTED TO HAVE BEEN ISSUED TO EMERENCIANA SYLIANTENG BY THE REGISTER OF DEEDS OF QUEZON CITY.

IV. THE HONORABLE COURT OF APPEALS ERRED IN NOT FINDING THAT PETITIONERS ARE THE LAWFUL OWNERS OF THE SUBJECT LOTS SINCE THEY HAVE VALIDLY ACQUIRED THE SAME FROM ROMEO PUJALTE, THE SOLE HEIR OF LUIS PUJALTE.

V. THE HONORABLE COURT OF APPEALS ERRED IN AWARDING MORAL AND EXEMPLARY DAMAGES AS WELL AS ATTORNEY'S FEES AND COST OF SUIT TO RESPONDENTS CONSIDERING THAT PETITIONERS WERE NOT IN BAD FAITH IN PURCHASING THE SUBJECT LOTS.<sup>[6]</sup>

The petition lacks merit.

At the outset, the Court observes that the main issues raised in the instant petition are essentially questions of fact. It is settled that, as a rule, in petitions for review on *certiorari* under Rule 45 of the Rules of Court, only questions of law may be put in issue.<sup>[7]</sup> Questions of fact cannot be entertained. There are, however, recognized exceptions to this rule, to wit:

- (a) When the findings are grounded entirely on speculation, surmises, or conjectures;
- (b) When the inference made is manifestly mistaken, absurd, or impossible;
- (c) When there is grave abuse of discretion;
- (d) When the judgment is based on a misapprehension of facts;
- (e) When the findings of facts are conflicting;
- (f) When in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee;
- (g) **When the CA's findings are contrary to those by the trial court;**
- (h) When the findings are conclusions without citation of specific evidence on which they are based;
- (i) When the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent;
- (j) When the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or
- (k) When the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.<sup>[8]</sup>

In the instant case, the findings of the CA and the RTC are conflicting. It, thus, behooves this Court to entertain the questions of fact raised by petitioners and review the records of this case to resolve these conflicting findings. Thus, this Court held in the case of *Manongsong v. Estimo*<sup>[9]</sup> that:

We review the factual and legal issues of this case in light of the general rules of evidence and the burden of proof in civil cases, as explained by this Court in ***Jison v. Court of Appeals***:

x x x Simply put, he who alleges the affirmative of the issue has the burden of proof, and upon the plaintiff in a civil case, the burden of proof never parts. However, in the course of trial

in a civil case, once plaintiff makes out a *prima facie* case in his favor, the duty or the burden of evidence shifts to defendant to controvert plaintiff's *prima facie* case, otherwise, a verdict must be returned in favor of plaintiff. Moreover, in civil cases, the party having the burden of proof must produce a preponderance of evidence thereon, with plaintiff having to rely on the strength of his own evidence and not upon the weakness of the defendant's. The concept of "preponderance of evidence" refers to evidence which is of greater weight, or more convincing, than that which is offered in opposition to it; at bottom, it means probability of truth.<sup>[10]</sup>

Coming to the merits of the case, the abovementioned assignment of errors boils down to two basic questions: (1) whether or not respondents' predecessor-in-interest, Emerenciana, validly acquired the subject lots from Luis, and (2) whether or not respondents, in turn, validly acquired the same lots from Emerenciana.

The Court rules in the affirmative, but takes exception to the CA's and RTC's application of Article 1544 of the Civil Code.

Reliance by the trial and appellate courts on Article 1544 of the Civil Code is misplaced. The requisites that must concur for Article 1544 to apply are:

- (a) The two (or more sales) transactions must constitute valid sales;
- (b) The two (or more) sales transactions must pertain to exactly the same subject matter;
- (c) The two (or more) buyers at odds over the rightful ownership of the subject matter must each represent conflicting interests; and
- (d) The two (or more) buyers at odds over the rightful ownership of the subject matter **must each have bought from the very same seller.**<sup>[11]</sup>

Obviously, said provision has no application in cases where the sales involved were initiated not by just one but two vendors.<sup>[12]</sup> In the present case, the subject lots were sold to petitioners and respondents by two different vendors – Emerenciana and Romeo Pujalte (*Romeo*). Hence, Article 1544 of the Civil Code is not applicable.

Nonetheless, the Court agrees with the findings and conclusion of the CA that Emerenciana's acquisition of the subject lots from Luis and her subsequent sale of the same to respondents are valid and lawful. Petitioners dispute such finding. To prove their contention, they assail the authenticity and due execution of the deed of sale between Luis and Emerenciana.

Petitioners contend that respondents' presentation of the "duplicate/carbon" original of the Deed of Sale<sup>[13]</sup> dated June 20, 1958 is in violation of the best evidence rule under Section 3, Rule 130 of the Rules of Court.<sup>[14]</sup> The Court does not agree.

The best evidence rule is inapplicable to the present case. The said rule applies only