

THIRD DIVISION

[G.R. No. 190823, April 04, 2011]

DOMINGO CARABEO, PETITIONER, VS. SPOUSES NORBERTO AND SUSAN DINGCO, RESPONDENTS.

DECISION

CARPIO MORALES, J.:

On July 10, 1990, Domingo Carabeo (petitioner) entered into a contract denominated as "*Kasunduan sa Bilihan ng Karapatan sa Lupa*"^[1] (*kasunduan*) with Spouses Norberto and Susan Dingco (respondents) whereby petitioner agreed to sell his rights over a 648 square meter parcel of unregistered land situated in *Purok III*, Tugatog, Orani, Bataan to respondents for P38,000.

Respondents tendered their initial payment of P10,000 upon signing of the contract, the remaining balance to be paid on September 1990.

Respondents were later to claim that when they were about to hand in the balance of the purchase price, petitioner requested them to keep it first as he was yet to settle an on-going "squabble" over the land.

Nevertheless, respondents gave petitioner small sums of money from time to time which totaled P9,100, on petitioner's request according to them; due to respondents' inability to pay the amount of the remaining balance in full, according to petitioner.

By respondents' claim, despite the alleged problem over the land, they insisted on petitioner's acceptance of the remaining balance of P18,900 but petitioner remained firm in his refusal, proffering as reason therefor that he would register the land first.

Sometime in 1994, respondents learned that the alleged problem over the land had been settled and that petitioner had caused its registration in his name on December 21, 1993 under Transfer Certificate of Title No. 161806. They thereupon offered to pay the balance but petitioner declined, drawing them to file a complaint before the *Katarungan Pambarangay*. No settlement was reached, however, hence, respondent filed a complaint for specific performance before the Regional Trial Court (RTC) of Balanga, Bataan.

Petitioner countered in his Answer to the Complaint that the sale was void for lack of object certain, the *kasunduan* not having specified the metes and bounds of the land. In any event, petitioner alleged that if the validity of the *kasunduan* is upheld, respondents' failure to comply with their reciprocal obligation to pay the balance of the purchase price would render the action premature. For, contrary to respondents' claim, petitioner maintained that they failed to pay the balance of P28,000 on September 1990 to thus constrain him to accept installment payments totaling

P9,100.

After the case was submitted for decision or on January 31, 2001,^[2] petitioner passed away. The records do not show that petitioner's counsel informed Branch 1 of the Bataan RTC, where the complaint was lodged, of his death and that proper substitution was effected in accordance with Section 16, Rule 3, Rules of Court.^[3]

By Decision of February 25, 2001,^[4] the trial court ruled in favor of respondents, disposing as follows:

WHEREFORE, premises considered, judgment is hereby rendered ordering:

1. The defendant to sell his right over 648 square meters of land pursuant to the contract dated July 10, 1990 by executing a Deed of Sale thereof after the payment of P18,900 by the plaintiffs;

2. The defendant to pay the costs of the suit.

SO ORDERED.^[5]

Petitioner's counsel filed a Notice of Appeal on March 20, 2001.

By the herein challenged Decision dated July 20, 2009,^[6] the Court of Appeals **affirmed** that of the trial court.

Petitioner's motion for reconsideration having been denied by Resolution of January 8, 2010, the present petition for review was filed by Antonio Carabeo, petitioner's son,^[7] faulting the appellate court:

(A)

... in holding that the element of a contract, i.e., an object certain is present in this case.

(B)

... in considering it unfair to expect respondents who are not lawyers to make judicial consignment after herein petitioner allegedly refused to accept payment of the balance of the purchase price.

(C)

... in upholding the validity of the contract, "Kasunduan sa Bilihan ng Karapatan sa Lupa," despite the lack of spousal consent, (underscoring supplied)