

SECOND DIVISION

[G.R. No. 163271, January 15, 2010]

**SPOUSES PATRICIO AND MYRNA BERNALES, PETITIONERS, VS.
HEIRS OF JULIAN SAMBAAN, NAMELY: EMMA S. FELICILDA,
ANITA S. SAMBAAN, VIOLETA S. DADSANAN, ABSALON S.
SAMBAAN, AGUSTINE S. SAMBAAN, EDITHA S. MANGUIRAN,
GRACE S. NITCHA. CLODUALDO S. SAMBAAN, GINA S. SAMBAAN
AND FE S. YAP, RESPONDENTS.**

DECISION

DEL CASTILLO, J.:

A legal tussle among children is a nightmare for their parents. Sometimes, this happens when pecuniary interests takes precedence over family relationship. In the instant case, we are at the forefront of a family squabble over a disputed land situated in Cagayan de Oro City which was purportedly conveyed to the eldest child through a Deed of Absolute Sale.^[1]

Branch 18 of the Regional Trial Court (RTC) of Misamis Oriental^[2] rendered judgment in favor of the herein respondents, which was affirmed *in toto* by the Court of Appeals^[3] (CA). Alleging that the CA Decision^[4] is not in accordance with law and jurisprudence, as well as the evidence on record, petitioners now come to us *via* the instant Petition for Review on *Certiorari*.^[5]

Factual Antecedents

Julian Sambaan (Julian), married to Guillerma Saarenas-Sambaan (Guillerma), was the registered owner of a property located at Bulua, Cagayan de Oro City. The lot was covered by Transfer Certificate of Title (TCT) No. T-14202^[6] issued on March 8, 1972, and more particularly described as follows:

A parcel of land (Lot No. 5947-A of the Subdivision Plan (LRC) Psd-138019, being a portion of Lot No. 5947, Cagayan Cadastre, LRC Cad. Rec. No. 1572) situated in the Barrio of Bulua, City of Cagayan de Oro, Island of Mindanao x x x containing an area of THREE THOUSAND SIX HUNDRED FORTY THREE (3,643) SQUARE METERS, more or less.

The respondents herein and the petitioner Myrna Bernales (Myrna) are the children of Julian and Guillerma. Myrna, who is the eldest of the siblings, is the present owner and possessor of the property in question.

Sometime in 1975, Julian was ambushed at Merayon, Talakad, Bukidnon, and was hospitalized due to a gunshot wound. On April 11, 1975, Julian allegedly requested his children to gather so that he could make his last two wishes. Julian's first wish was for the children to redeem the subject property which was mortgaged to Myrna

and her husband Patricio Bernales (Patricio), while his second wish was for his remains not to be brought to the house of Myrna at Nazareth, Cagayan de Oro City. Thus, in 1982, respondent Absalon Sambaan (Absalon), one of Julian's children, offered to redeem the property but the petitioners refused because they were allegedly using the property as tethering place for their cattle.

In January 1991, respondents received information that the property covered by TCT No. T-14202 was already transferred to petitioners' name. Whereupon, they secured a copy of the Deed of Absolute Sale dated December 7, 1970 which bore the signatures of their parents and had it examined by the National Bureau of Investigation (NBI). The result of the examination revealed that the signatures of their parents, Julian and Guillerma, were forged.

Proceedings before the Regional Trial Court

Thus, on April 13, 1993, the respondents, together with their mother Guillerma, filed a Complaint for Annulment of Deed of Absolute Sale and Cancellation of Transfer Certificate of Title No. T-14204 with Damages and Writ of Preliminary Injunction^[7] against herein petitioners. They alleged that in spite of the forged signature of their parents, the petitioners were able to register the Deed of Absolute Sale with the Registry of Deeds of Cagayan de Oro City and secure TCT No. T-14204^[8] on March 8, 1972. They prayed for an injunctive relief in order to prevent the petitioners from selling, disposing, or mortgaging said property. They further prayed that (i) the Deed of Absolute Sale and TCT No. T-14204 be annulled; (ii) they be declared the absolute owners of the property; (iii) all documents executed, made and entered into relative to the said title be declared void; and, (iv) the petitioners be ordered to pay them P300,000.00 as moral and exemplary damages, and P50,000.00 as attorney's fees plus P1,000.00 as appearance fee.

On May 6, 1992, petitioners filed their Answer,^[9] alleging that the subject property (Lot No. 5947-A) used to be a portion of Lot No. 5947, which was originally owned by Clodualdo Sambaan (Clodualdo) and Gliceria Dacer (Gliceria). Lot No. 5947 is more particularly described as follows:

A parcel of land (Lot No. 5947 of the Cadastral Survey of Cagayan) situated at Bulua, Cagayan de Oro City. Bounded on the NE., by Lot No. 5984 and 5948; E., by Lot Nos. 5948 and 5946, SW., by Lot No. 5946; and on the NW., by Lot No. 5984, containing an area of 7,286 square meters, more or less, under Tax Declaration No. 21421 and covered by Original Certificate of Title No. 7921 issued on September 23, 1940.

After the death of Clodualdo and Gliceria in 1949, their heirs, namely, Alicia Lago, wife of Pedro Gacusan; Bernardo Lago (single); Gloria Lago, wife of Jimmy Angco; Dionesia Lago, married to Paulino Unat; Prysabetero Sambaan, married to Rosario Zaragosa; Juanito Sambaan, married to Renerio Galos; Leo Sambaan, married to Adeloisa Tambulian; Renato Sambaan, married to Adelina Ablon; Aida Sambaan (single); Julian Sambaan, married to Guillerma Saarenas; Paz Sambaan, wife of Rufinito Lago; and, Bernie Sambaan, married to Alicia Sabuero, executed an Extra Judicial Settlement and Sale^[10] dated April 10, 1970 involving the abovementioned land covered by Original Certificate of Title (OCT) No. 7921.

It appears, however, that Juanito, Aida and Renato sold their share to a certain Domingo Ebarrat (Ebarrat). Hence, a portion of the property belonged to Julian while another portion belonged to Ebarrat. In view of the co-ownership between Ebarrat and Julian, the former and the latter executed a Deed of Partition^[11] dated September 8, 1970 whereby Lot No. 5947 was divided. The eastern half with an area of 3,643 square meters was assigned to Julian, while the western half with the same area went to Ebarrat.

Petitioners claimed that Julian subsequently sold his share to them by virtue of a Deed of Absolute Sale ^[12] dated December 7, 1970. The said property is described as follows:

A Parcel of land (Lot No. 5947-A, being a portion of Lot No. 5947, Cadastral Survey of Cagayan) situated at Bulua, Cagayan de Oro City. Bounded on the North by Lot Nos. 5947-B and 5948, Cad. 237; South by Lot Nos. 5946, Cad-237; East by Lot Nos. 5948 and 5946, Cad. 237; and West by Lot No. 5947-B, containing an area of 3643 square meters, more or less, covered by OCT No. 7921 (now TCT No. T-14202) of the Registry of Deeds of Cagayan de Oro City.

Thereafter, on December 10, 1970, Ebarrat and Patricio executed an Agreement^[13] wherein Ebarrat acknowledged that petitioners are the owners of the 18 coconut trees planted in Ebarrat's property and even made Julian as a witness to the said Agreement.

In addition, petitioners alleged that the imputation of falsification of the signatures of Julian and Guillerma is a product of respondents' inflamed imagination because the latter envy them for they have been successful in managing their properties. Petitioners thus prayed that judgment be rendered dismissing the complaint; affirming their title over the controverted property and ordering respondents to pay them P500,000.00 as moral damages; P300,000.00 as exemplary damages; P50,000.00 as attorney's fees and costs of litigation.

On July 27, 1992, petitioners filed a Motion for Production and Inspection of Document^[14] to compel respondents to produce and permit them to inspect and to copy or photograph the Deed of Absolute Sale subject matter of said examination. Thereafter, the trial court issued an Order^[15] dated August 14, 1992 granting the motion and directing the Regional Office of the NBI to bring the document to court so that the same may be properly examined.

On August 11, 1992, Guillerma died in Cagayan de Oro City and was accordingly dropped as co-plaintiff.

After trial on the merits, the trial court rendered its Decision^[16] dated August 2, 2001 ruling in favor of the respondents, the dispositive portion of which reads:

WHEREFORE, in view of the foregoing, the plaintiffs were able to establish a strong preponderance of evidence in their favor. Accordingly, Transfer Certificate of Title No. T-14204 is hereby declared NULL AND

VOID, and is hereby CANCELLED. Let another title be issued in the name of the late Julian Sambaan. The defendants are jointly and severally directed to pay the plaintiffs the sum of P20,000.00 as moral damages, P20,000.00 as attorney's fees and P1,671.00 representing actual expenses.^[17]

Proceedings before the Court of Appeals

Petitioners, alleging among others that the trial court erred in finding that the signature of Julian on the assailed document was a forgery, went to the CA by way of ordinary appeal. On August 20, 2003, the CA rendered a Decision affirming the findings of the trial court, the dispositive portion of which reads:

WHEREFORE, premises considered, the appealed Decision dated August 2, 2001 of the Regional Trial Court of Cagayan de Oro City, Branch 18, in Civil Case no. 92-179 is hereby AFFIRMED in toto. Costs against appellants.^[18]

Petitioners filed a Motion for Reconsideration^[19] which was denied by the CA in its Resolution^[20] dated March 17, 2004.

Issues

In this Petition for Review on *Certiorari*, petitioners assail the Decision of the CA on the following grounds:

A. THE COURT OF APPEALS ERRED WHEN IT RULED THAT PRESCRIPTION DID NOT BAR RESPONDENTS' ACTION TO RECOVER OWNERSHIP OF THE SUBJECT PROPERTY.

B. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED SETTLED PRINCIPLES ON THE ADMISSIBILITY AND APPRECIATION OF OPINIONS OF EXPERT WITNESSES IN ITS BLANKET ACCEPTANCE OF THE INADEQUATE TESTIMONY OF THE DOCUMENT EXAMINER WHO WAS COMMISSIONED BY RESPONDENTS PRIOR TO THE COMMENCEMENT OF CIVIL CASE NO. 92-179.

C. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED THE RULES OF EVIDENCE IN ARRIVING AT THE CONCLUSION THAT THE DEED OF ABSOLUTE SALE WAS A FORGED DOCUMENT ON THE BASIS OF SPECIMEN SIGNATURES THE GENUINENESS OF WHICH WERE NEVER ESTABLISHED.

D. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED LEGAL PRINCIPLES ON HANDWRITING COMPARISON IN USING SPECIMEN SIGNATURES OF GUILLERMA SAMBAAN THAT WERE MADE AT THE TIME AND FOR THE SPECIFIC PURPOSE OF THE HANDWRITING ANALYSIS OF THE DEED OF ABSOLUTE SALE.

E. THE COURT OF APPEALS ERRED WHEN IT DISREGARDED JURISPRUDENCE ON THE PROOF REQUIRED TO ESTABLISH FORGERY IN ARRIVING AT THE CONCLUSION THAT THE SIGNATURE OF JULIAN SAMBAAN ON THE DEED OF ABSOLUTE SALE WAS FORGED BECAUSE IT BELIEVED THAT GUILLERMA SAMBAAN'S SIGNATURE WAS ALSO FORGED.

F. THE COURT OF APPEALS CONTRAVENED THE LEGAL RULES GOVERNING THE APPRECIATION OF DOCUMENTS IN RULING AGAINST THE VALIDITY OF JULIAN SAMBAAN'S SALE OF THE SUBJECT PROPERTY TO PETITIONERS DESPITE THE EXISTENCE OF THE AGREEMENT DATED 10 DECEMBER 1970 CONFIRMING THE SALE.

G. THE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S AWARD OF DAMAGES IN FAVOR OF RESPONDENTS AND IN DISMISSING PETITIONERS' COUNTERCLAIMS FOR DAMAGES.

Our Ruling

The core issue to be resolved in the present controversy is the authenticity of the Deed of Absolute Sale which is a question of fact rather than of law. In *Manila Bay Club Corporation v. Court of Appeals*,^[21] we held that for a question to be one of law, it must involve no examination of the probative value of the evidence presented by the litigants or any of them. There is a question of law when the doubt or difference arises as to what the law is pertaining to a certain state of facts. On the other hand, there is a question of fact when the doubt arises as to the truth or the falsity of alleged facts.^[22]

In the case at bench, the issues raised by the petitioners are essentially factual matters, the determination of which are best left to the courts below. Well-settled is the rule that the Supreme Court is not a trier of facts. Factual findings of the lower courts are entitled to great weight and respect on appeal, and in fact accorded finality when supported by substantial evidence on the record.^[23] Substantial evidence is more than a mere *scintilla* of evidence. It is that amount of relevant evidence that a reasonable mind might accept as adequate to support a conclusion,^[24] even if other minds, equally reasonable, might conceivably opine otherwise.^[25] But to erase any doubt on the correctness of the assailed ruling, we have carefully perused the records and, nonetheless, arrived at the same conclusion. We find that there is substantial evidence on record to support the Court of Appeals and trial court's conclusion that the signatures of Julian and Guillerma in the Deed of Absolute Sale were forged.

*The examination conducted by the
NBI disclosed that Julian and
Guillerma's signatures were forged.*

We find that both the trial court and the Court of Appeals correctly gave probative value to the testimony of the NBI Senior Document Examiner Caroline Moldez Pitoy, who categorically testified that the signatures of Julian and Guillerma in the Deed of