

## SECOND DIVISION

[ G.R. No. 128053, June 10, 2004 ]

**SPOUSES PRUDENCIO ROBLES AND SUSANA DE ROBLES,  
PETITIONERS, VS. THE HONORABLE COURT OF APPEALS,  
SECOND LAGUNA DEVELOPMENT BANK AND SPOUSES NILO DE  
ROBLES AND ZENAIDA DE ROBLES, RESPONDENTS.**

### D E C I S I O N

**TINGA, J.:**

This case once again puts into focus the distinction between redemption and repurchase of foreclosed property.

Before this Court is a *Petition for Review on Certiorari*, the subject of which is a *Decision*<sup>[1]</sup> of the Court of Appeals affirming in toto the *Decision*<sup>[2]</sup> of the Regional Trial Court of Laguna in a case for "Annulment of Certificate of Sale, Deed of Absolute Sale, Reconveyance, Damages and Preliminary Injunction" rendered in favor of the herein private respondents.

Prior to this controversy, petitioner spouses Prudencio and Susana de Robles obtained a loan of P48,000.00 from respondent Laguna Development Bank on April 29, 1980. As security, petitioners executed a deed of real estate mortgage over a parcel of land covered by Transfer Certificate of Title (TCT) No. T-55918 registered in their names.

On account of the petitioners' failure to pay their loan on due date, respondent bank caused the subject land to be sold at public auction by the Office of the Provincial Sheriff of Laguna in Foreclosure Case No. F-2174. Respondents state that the sale occurred on May 15, 1984 while petitioners claim that it happened on May 14, 1984.

Respondent bank was the highest bidder with a bid of P90,914.86. On May 31, 1984, the certificate of sale issued in favor of respondent bank was registered with the Registry of Deeds.

The one-year redemption period expired on May 31, 1985, without petitioners exercising their right of redemption. Hence, on June 25, 1985, more than one year after the certificate of sale was registered, TCT No. T-102153 was issued in favor of the respondent bank.

On November 29, 1990, respondent bank sold the subject land to respondent spouses Nilo and Zenaida de Robles and a new title, TCT No. T-123344, was issued in their names.

Sometime in the first week of December 1990, petitioners went to respondent bank and offered to redeem the subject land. The bank informed them that the property

had already been sold to respondent spouses and accordingly rejected petitioners' offer. This prompted petitioners to file the aforesaid case with the trial court on January 24, 1991. Respondent spouses prevailed in the case, with the trial court rendering its decision, declaring the foreclosure sale proper and legal and respondent spouses the lawful owners of the subject property.

Petitioners' challenge of the decision of the Court of Appeals rests mainly on their claim that the judicial foreclosure of the mortgage on the subject property is void *ab initio* due to the alleged attendant fraud and lack of the requisite notice and publication. They also beseech the Court to liberally interpret the rules on redemption in their favor and allow them to retake the subject property on equitable considerations.

The *Petition* is devoid of merit.

We affirm the validity of the foreclosure sale in favor of respondent bank. The Sheriff's Certificate of Sale belies petitioners' claim that the prescribed notice and publication was not complied with. Said Certificate attests to the fact that the required twenty (20)-day written notice of the time, place and purpose of the sale was posted in three (3) conspicuous public places at Lumban, Laguna where the property is situated and in three (3) other public places in Sta. Cruz, Laguna where the auction sale was to be held, as required by law.<sup>[3]</sup> In the same Certificate, the Sheriff also declared that a copy of the notice was sent to the mortgagors by registered mail. The notice of sale was published once a week within a period of twenty (20) days in a local publication entitled "Bayanihan."<sup>[4]</sup>

The statements of the Sheriff are entitled to belief unless rebutted by evidence proving otherwise. The presumption of regularity in the performance of duty applies in this case in favor of the Sheriff.<sup>[5]</sup> Since petitioners have not rebutted such valid presumption, we have no reason to believe that the Sheriff was remiss in his duties.

Petitioners now take refuge in cases decided by this Court which stress the liberal construction of redemption laws in favor of the redemptioner. *Doronila v. Vasquez*<sup>[6]</sup> allowed redemption in certain cases even after the lapse of the one-year period in order to promote justice and avoid injustice. In *Tolentino v. Court of Appeals*,<sup>[7]</sup> the policy of the law to aid rather than defeat the right of redemption was expressed, stressing that where no injury would ensue, liberal construction of redemption laws is pursued and the exercise of the right to redemption is permitted to better serve the ends of justice. In *De los Reyes v. Intermediate Appellate Court*,<sup>[8]</sup> the rule was liberally interpreted in favor of the original owner of the property to give him another opportunity, should his fortunes improve, to recover his property.

Confronted with this recital, will it be unjust not to allow the petitioners in this case to redeem the subject property? Given the established facts, we find that it is not so.

The cases cited by petitioners are not applicable to this case. Even in *De los Reyes v. Intermediate Appellate Court*,<sup>[9]</sup> the redemption was allowed beyond the redemption period only because a valid tender was made by the original owners *within the redemption period*. The same is not true in the case before us.