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Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

PABLO UY, substituted by his
heirs, namely: MYLENE D. UY,
PAUL D. UY, and PAMELA UY
DACUMA,

Petitioners,

- versus -

HEIRS OF JULITA UY-
RENALES, represented by:
JESSICA R. ROSERO, JOSELITO
RENALES and JANET U.
RENALES; JOVITO ROSERO and
MARILYN RENALES,

Respondents.

G.R. No. 227460

Present:

PERALTA, C.J., Chairperson,
CAGUIOA,
J. REYES, JR.,
LAZARO-JAVIER, and
INTING, * JJ.

Promulgated:

DEC 05 2019

X ----- X

DECISION

CAGUIOA, J.:

Before the Court is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court filed by petitioner Pablo Uy (petitioner Uy)² assailing the Decision³ dated November 27, 2013 (assailed Decision) and Resolution⁴ dated August 17, 2016 (assailed Resolution) rendered by the Court of Appeals (CA) in CA-G.R. CEB CV No. 03231.

* Designated Additional Member of the First Division per Special Order No. 2726 dated October 25, 2019.

¹ Rollo, pp. 3-25.

² Petitioner Uy has passed away. He is substituted by his legal representatives, i.e., Mylene D. Uy, Paul D. Uy, and Pamela Uy Dacuma.

³ Rollo, pp. 57-71. Penned by Associate Justice Ma. Luisa C. Quijano-Padilla, with Associate Justices Ramon Paul L. Hernando (now a Member of the Court) and Carmelita Salandanan-Manahan, concurring.

⁴ Id. at 79-81. Penned by Associate Justice Gabriel T. Ingles, with Associate Justices Pamela Ann Abella Maxino and Marilyn B. Lagura-Yap, concurring.

In the assailed Decision and Resolution, the CA affirmed the Joint Decision⁵ dated August 7, 2009 (Joint Decision) rendered by the Regional Trial Court of Catbalogan, Samar, Branch 29 (RTC) in Civil Case No. 7400 for Declaration of Nullity of Deed of Sale, Reconveyance and Damages and Civil Case No. 7408 for Quieting of Title and Ownership.

The Essential Facts and Antecedent Proceedings

As culled from the recital of facts in the assailed Decision, the essential facts and antecedent proceedings of the instant case are as follows:

The instant case stems from the consolidation and joint trial conducted by the RTC over two cases filed by both parties: (1) Civil Case No. 7400 for Declaration of Nullity of Deed of Sale, Reconveyance and Damages filed by petitioner Uy; and (2) Civil Case No. 7408 for Quieting of Title and Ownership filed by the respondents Heirs of Julita Uy-Renales, namely respondent Jessica R. Rosero (respondent Jessica), respondent Joselito Renales (respondent Joselito), and respondent Janet Renales (respondent Janet) (collectively, the respondents Heirs of Julita).

The controversy is centered on Lot No. 43 (subject lot), with its improvement, erected thereon, *i.e.*, a building (subject building), containing an area of 198 square meters, more or less, particularly described as follows:

A parcel of land (Lot No. 43, of the Cadastral Survey of Catbalogan, Cadastral Case No. 4, L.R.C. Cadastral Record No. 1378), situated in the Poblacion, Municipality of Catbalogan, Province of Samar. Bounded on the NE by Calle San Bartolome St.; on the SE by Lot No. 42; on the SW by Lots Nos. 665 and 45; and on the NW by Lot No. 44 x x x.⁶

The subject lot is covered by Transfer Certificate of Title No. (TCT) T-1467 (subject TCT)⁷ registered in the name of petitioner Uy's mother, Eufronia Labnao (Labnao).

The relationship of the parties is as follows: Labnao had two children, *i.e.*, petitioner Uy and Julita Uy-Renales (Julita). Julita produced three children, *i.e.*, the respondents Heirs of Julita. Hence, petitioner Uy is the uncle of the respondents Heirs of Julita. Julita died intestate on May 9, 1976.

In his Complaint⁸ for Declaration of Nullity of Deed of Sale, Reconveyance and Damages, petitioner Uy maintains that upon the death of Labnao in 1995, as the surviving offspring of Labnao, he became the owner of one-half share of the subject lot and subject building owned by his deceased mother, with the other half pertaining to the respondents Heirs of Julita as co-owners.

⁵ Id. at 26-55. Penned by Presiding Judge Agerico A. Avila.

⁶ Id. at 5.

⁷ Id. at 82-83.

⁸ Records (Civil Case No. 7400, Vol. II), pp. 1-5.

However, petitioner Uy discovered that the subject lot was allegedly fraudulently sold by Labnao in 1990 in favor of the respondents Heirs of Julita through a Deed of Absolute Sale⁹ dated April 11, 1990 (Deed of Absolute Sale) purportedly executed by Labnao. Petitioner Uy asserted that the signature of Labnao in the Deed of Absolute Sale is a patent forgery as shown by the findings of the Philippine National Police (PNP) Crime Laboratory, Region VII.¹⁰

Upon discovery of the falsification, petitioner Uy confronted his nieces and nephew before the Barangay Chairman of Brgy. IV, Catbalogan, Samar for a possible settlement of the matter, but to no avail. Having been deprived of his hereditary rights and co-ownership over the subject lot and the subject building through the fraudulent sale, he prayed for the nullification of the Deed of Absolute Sale, the reconveyance of one-half portion of the subject lot, partition, and damages.¹¹

In his Complaint, petitioner Uy also noted that the subject lot and subject building have been subject of a prior action for Interpleader filed before the RTC by the lessee of the subject building, Josefa I. Uy (Josefa), who filed the said action in order to determine who between petitioner Uy and the respondents Heirs of Julita should collect the lease rentals. The RTC rendered a Decision dated November 5, 1998 adjudging the respondents Heirs of Julita as the exclusive and absolute owners of the subject lot and subject building. However, on February 7, 2001, in CA-G.R. CV No. 62971, the CA reversed the said Decision and, without ruling definitively on the ownership of the said properties, held that the respondents Heirs of Julita and petitioner Uy are entitled to an equal share of the proceeds of the rent due from Josefa. The CA also ruled that the issue of ownership over the subject lot and subject building should be threshed out in a separate action.¹²

On their part, the respondents Heirs of Julita assert in their Petition¹³ for Quieting of Title and Ownership that they have acquired ownership over the subject lot when they purchased the same from their grandmother Labnao on April 11, 1990, as evidenced by the Deed of Absolute Sale.

And prior to the said sale and during the lifetime of their mother Julita, the latter allegedly constructed the subject building on the subject lot. That upon the death of Julita in 1976, as surviving heirs of the latter, they became the rightful and exclusive owners of the subject building by operation of law. Hence, the respondents Heirs of Julita maintain that their claim of ownership over the subject lot and the subject building is now absolute and that petitioner Uy's demand for reconveyance constituted a cloud obscuring their title and thus should be quashed.

⁹ *Rollo*, pp. 93-94.

¹⁰ Records (Civil Case No. 7400, Vol. II), p. 2.

¹¹ *Id.* at 3-4.

¹² *Id.* at 14-19; from all indications, the CA's Decision in CA-G.R. CV No. 62971 was not subjected to appeal.

¹³ Records (Civil Case No. 7408, Vol. I), pp. 1-7.

The respondents Heirs of Julita also assert that petitioner Uy's allegation that the Deed of Absolute Sale is fictitious is belied by the prior dismissal of a criminal case for Falsification filed by petitioner Uy against the respondents Heirs of Julita.

After the issues were joined and consolidated, trial ensued and the parties were made to present their respective evidence in chief.

For petitioner Uy, the following witnesses were presented: petitioner Uy himself; Romeo M. Varona (Varona), Document Examiner of PNP Regional Crime Laboratory Office No. VII at Camp Sotero Cabahug, Cebu City; Sonia M. Alvarina of the Commission on Audit; Edina S. Abrio, Court Stenographer of the Municipal Trial Court of Catbalogan, Samar (MTC); and Emerita C. Macabare, another personnel of the MTC.

For respondents Heirs of Julita, the following witnesses were presented: respondent Jessica; Dionito J. Aban (Aban), one of the purported witnesses who signed the Deed of Absolute Sale; and Atty. Jose M. Mendiola (Atty. Mendiola), the notary public who supposedly notarized the Deed of Absolute Sale.

The Ruling of the RTC

The RTC rendered its Joint Decision¹⁴ favoring the respondents Heirs of Julita. Believing that there was indeed a contract of sale that was entered into between Labnao and the respondents Heirs of Julita, the RTC held that any and all cloud on the title of the respondents Heirs of Julita over the subject lot should be erased, declaring the latter as the owners of the subject lot. Further, the RTC ordered the respondents Heirs of Julita to give petitioner Uy the present value of one-half of the subject building as the latter's share as co-owner by way of inheritance from Labnao. Lastly, the RTC held that once the aforementioned value is fixed and petitioner Uy's share is given to him, the title to the subject building shall be bestowed upon the respondents Heirs of Julita in exclusive ownership.

The dispositive portion of the Joint Decision reads:

PREMISES CONSIDERED, the Court hereby rules and declares the following:

- (1) To erase the cloud on the title to Lot No. 43 of Jessica, Joselito and Janet all surnamed Renales and thus declare them owners thereof and for Pablo L. Uy, his heirs and assigns to respect such ownership;
- (2) To be given to Pablo L. Uy by Jessica, Joselito and Janet all surnamed Renales the present value of [one-half] of the building as his share being a co-owner thereof by way of inheritance from

¹⁴ Supra note 5.

Eufronia Labnao, to be determined by an independent commission composed of three appraisers nominated by Uy, the heirs of Julita Uy-Renales and the Court; until then the sharing of rental shall be maintained;

- (3) Once the value is fixed and the [one-half] portion paid by the three, jointly, title to the building shall be reposed to them in exclusive ownership; and, (*sic*)
- (4) To charge the costs of the suit jointly upon the parties.

SO DECIDED.¹⁵

The RTC conclusively found, and as admitted by both parties, that the subject lot initially belonged to the registered owner, *i.e.*, Labnao, who is the predecessor-in-interest of both parties. Moving to the core issue of the case, the RTC did not concur with petitioner Uy that there was no contract of sale that occurred. According to the RTC's assessment, the single and most essential evidence presented by petitioner Uy with respect to the allegation that the Deed of Absolute Sale was falsified was the document examination undertaken by the PNP Crime Laboratory, Region VII. The RTC held that the courts are not bound by expert testimonies and was not convinced by the testimony of the handwriting expert presented by petitioner Uy, *i.e.*, Varona. The RTC also stressed on the fact that the Deed of Absolute Sale was notarized, explaining that a notarial document must be sustained in full force and effect.

With respect to the subject building, the RTC held that "[Labnao] excluded the building in the conveyance. In effect[,] she wanted that her heirs share it. Since the Court finds that [the] same belonged to [Labnao], [one-half] of it should be given to [petitioner] Uy. As in fact, in the earlier case between the parties respecting the division of rents, the [CA] deemed it wise to effect an equal sharing of [the] same. So should this Court[,] because [petitioner] Uy established that he and [Labnao] buil[t] the existing building. It belonged to [Labnao] but not included in the sale."¹⁶

Feeling aggrieved, petitioner Uy appealed before the CA.

The Ruling of the CA

In the assailed Decision,¹⁷ the CA denied the appeal for lack of merit. The dispositive portion of the assailed Decision reads:

WHEREFORE, premises considered, the instant appeal is **DENIED**. The Joint Decision dated August 7, 2009 issued by the RTC, Branch 29, Catbalogan, Samar in Civil Case Nos. 7400 and 7408 is hereby **AFFIRMED IN TOTO**.

¹⁵ Rollo, pp. 54-55.

¹⁶ Id. at 54.

¹⁷ Supra note 3.

SO ORDERED.¹⁸

The CA affirmed the RTC's Joint Decision because "the Deed of Absolute Sale dated April 11, 1990 which conveyed and transferred the ownership of the subject land covered by TCT No. T-1467 to [the respondents Heirs of Julita], being duly acknowledged before a Notary Public, has in its favor the presumption of regularity and x x x is conclusive as to the truthfulness of its contents."¹⁹ Further, the CA explained that "[f]orgery cannot be presumed. It must be proved by clear, positive and convincing evidence. The burden of proof lies in the party alleging forgery."²⁰

Hence, the instant appeal before the Court.

The Court issued a Resolution²¹ dated November 7, 2018 requiring the respondents to file their Comment on the instant Petition. However, the respondents failed to file any Comment. Hence, the respondents' right to file a Comment on the instant Petition is deemed waived.

Issue

Stripped to its core, the essential issue to be resolved by the Court is whether there was a contract of sale that was entered into between the parties' predecessor-in-interest, Labnao, and the respondents Heirs of Julita, transferring ownership over the subject lot in the latter's favor.

The Court's Ruling

The instant Petition is *meritorious*.

***The Deed of Absolute Sale
was not properly notarized***

In determining whether Labnao indeed sold the subject lot to the respondents Heirs of Julita, the CA confined its discussion mainly to the evidence concerning the authenticity and due execution of the written document denominated as *Deed of Absolute Sale*, focusing on the dependability of the said document on account of its notarization.²²

The Court disagrees with the CA's finding that the Deed of Absolute Sale was properly notarized.

According to the notarial law applicable during the time of the notarization of the Deed of Absolute Sale, "[e]very contract, deed, or other

¹⁸ *Rollo*, p. 71.

¹⁹ *Id.* at 63.

²⁰ *Id.* at 68.

²¹ *Id.* at 163-164.

²² *Id.* at 63; italics supplied.

document acknowledged before a notary public shall have certified thereon that the parties thereto have presented their proper (cedula) residence certificates or are exempt from the (cedula) residence tax x x x.”²³ The presentation of competent evidence of identity is required where a document is acknowledged before a notary public “to ascertain the identity/identities of the person/s appearing before him and to avoid impostors.”²⁴

In the instant case, as confirmed by the RTC, the notary public, *i.e.*, Atty. Mendiola, admitted that he did not ask from Labnao any competent evidence of her identity and merely asked if she was the one who signed the document.²⁵ On cross-examination, Atty. Mendiola unequivocally admitted that he “no longer verified the identity of the old woman[.]”²⁶

Because the Deed of Absolute Sale was not properly notarized, it cannot be presumed, contrary to the CA’s holding, to have been regularly executed.

The existence of an alleged notarized deed of sale is not decisive as to the existence and validity of a contract of sale

A contract is a *meeting of minds* between two persons whereby one binds himself/herself, with respect to the other, to give something or to render some service.²⁷ Article 1458 of the Civil Code, in turn, defines a sale as a contract whereby one of the contracting parties, *i.e.*, the seller, obligates himself/herself to transfer the ownership and to deliver a determinate thing, and the other party, *i.e.*, the buyer, obligates himself/herself to pay therefor a price certain in money or its equivalent.

Thus, the elements of a contract of sale are: (1) consent; (2) object; and (3) price in money or its equivalent. The absence of any of these essential elements negates the existence of a perfected contract of sale.²⁸

A contract of sale is a consensual contract. Under Article 1475 of the Civil Code, the contract of sale is perfected at the moment there is a meeting of minds upon the thing which is the object of the contract and upon the price. Because a contract of sale is a consensual contract, no particular form is required for its validity.²⁹

²³ Act No. 2711, Sec. 251.

²⁴ *Cabanilla v. Cristal-Tenorio*, 461 Phil. 1, 10-11 (2003); citation omitted.

²⁵ *Rollo*, p. 44.

²⁶ *Id.*

²⁷ CIVIL CODE, Art. 1305.

²⁸ *Dizon v. Court of Appeals*, 361 Phil. 963, 977 (1999).

²⁹ *Sps. Dalion v. Court of Appeals*, 261 Phil. 1033, 1039 (1990); underscoring supplied.

Thus, even if there is a document that purports to be a contract of sale, if there is strong countervailing evidence establishing the want of consent or meeting of the minds, there is no contract of sale.

In *Spouses Salonga v. Spouses Concepcion*,³⁰ it was held that the notarization of a document does not guarantee its validity because it is not the function of the notary public to validate an instrument that was never intended by the parties to have any binding legal effect. Neither is the notarization of a document conclusive as to the nature of the transaction, nor is it conclusive of the true agreement of the parties thereto.³¹ Simply stated, the existence, veracity, and authenticity of a notarized written deed of sale do not conclusively determine whether all the essential requisites of a contract are present.

Applying the foregoing to the instant case, as made clear in the respondents Heirs of Julita's Formal Offer of Exhibits/Documentary Evidence,³² there is no other documentary evidence that had been offered to prove that a contract of sale was entered into by the parties aside from the Deed of Absolute Sale. The only other evidence presented to prove the existence of a contract of sale is **the testimony of respondent Jessica**.

A careful review of the sworn testimony of respondent Jessica reveals that the respondents Heirs of Julita never consented to enter into any contract of sale, completely belying the contents of the Deed of Absolute Sale. Otherwise stated, respondent Jessica's testimony establishes that there was, in fact, no meeting of the minds with respect to the alleged sale of the subject lot.

Respondent Jessica never testified that the respondents Heirs of Julita approached Labnao to offer to buy the subject lot. Nor did she testify that the respondents Heirs of Julita consented to purchase the subject lot. As well, she never testified that Labnao had approached them to offer to sell the subject lot. **In short, the testimony of respondent Jessica is devoid of any contention that there was any offer and any acceptance of such offer to buy the subject lot.**

Indeed, during cross-examination, respondent Jessica even candidly admitted that the respondents Heirs of Julita did not have any participation in the drafting of the Deed of Absolute Sale and that all the siblings were surprised when this document was given to them by Labnao in May of 1990 (or one month after the purported execution of the Deed of Absolute Sale), which was the first time they ever saw the document:

Q So, when this alleged witness signed this document you were not present?

³⁰ 507 Phil. 287 (2005).

³¹ Id. at 304.

³² Folder of Defendants' Documentary Exhibits, pp. 1-4.

A Yes sir.

Q And also when Eufronia Labnao allegedly signed this document you were not present also, is it not?

A Yes sir.

Q And on the second page there is here a signature above the rubber stamp, "Jose A. Mendiola, Notary Public." Were you present when this was notarized?

A No sir.

Q How did you come into possession of this document?

A We were having a vacation here in Catbalogan, I, Janet and Joselito and we were summoned by our grandmother to see her. When we met her, she gave this document to us and saying, "keep this because this is yours."
(Witness is referring to Exhibit "1" and series.)

Q When was that when you were called up by your grandmother Eufronia Labnao?

A It was in the month of May.

x x x x

Q And you were surprised why your lola gave that document to you?

A Yes sir.

Q You were surprised because you did not have any agreement with your lola regarding the share of this particular lot?

A Yes sir.

Q And that was the first time you came to know that that land covered by Lot No. 43 of the cadastral survey of Catbalogan and the improvement of the building was given to you by your lola?

A Only the lot not the building.

x x x x

Q Now, when this document was handed to you by your lola you just look (sic) at said deed of absolute sale, is it not?

A Yes sir, this deed of sale.

Q And Joselito Renales was also present that time?

A Yes sir.

Q And also Janet?

A Yes sir.

Q **And that was the only time that you talked about this land standing on Lot No. 43 with your grandmother, Eufronia Labnao?**

A Yes sir.

Q **Before April 11, 1990 you have not talked with your lola regarding the sale of that lot, is it not?**

A Yes sir.

Q And even after April 11, 1990 you have not talked with your lola regarding that sale of the land which is covered by Lot No. 43?

A We talked but after that we went back to Bicol.

Q That was all and nothing transpired regarding this particular deed of sale?

A No more.

x x x x

Q You said that that deed of sale allegedly executed by your grandmother is dated April 11, 1990. When did you actually come into possession of that certain deed of sale?

A At the time when our grandmother handed to us that document I kept it.

Q That was when you were on your vacation from Bicol it was already May?

A Yes sir.

Q But the deed of sale was dated April 11, 1990 and you came to Catbalogan on vacation in the month of May 1990, did I get your (*sic*) correct?

A Yes sir.

Q At the time when this deed of sale was given to you by your grandmother, do you have already a work that time?

A None sir.

Q Because you were still a student, is it not?

A Yes sir.³³

In fact, the Court notes that during the cross-examination of respondent Jessica, the RTC itself put on record that respondent Jessica has no personal

³³ TSN, July 20, 2007, pp. 4-12; emphasis and underscoring supplied.

knowledge as to the execution of the contract of sale and that whatever she would testify on regarding the circumstances of such execution was inadmissible.

COURT

So, you cannot ask the surroundings and circumstances of the sale because she was not there.

ATTY. COBRIROS

Yes, your Honor.

COURT

Whatever she will testify will be hearsay.³⁴

In other words, the sole witness presented by the respondents Heirs of Julita to prove the existence of the contract of sale actually testified that there was never any agreement on the part of the respondents Heirs of Julita to purchase the subject lot from their grandmother and that they were even surprised that the Deed of Absolute Sale even existed in the first place. To the mind of the Court, therefore, there was no valid contract of sale in the instant case.

Aside from the foregoing, it also does not escape the Court's attention that the purported Deed of Absolute Sale was never registered with the Registry of Deeds. Nor was the Deed of Absolute Sale annotated on the subject TCT. In fact, the subject TCT was never transferred to the names of the supposed buyers, remaining to be registered in the name of Labnao. If there was truly a legitimate and genuine sale transaction that occurred, the supposed buyers, according to ordinary human experience, would have endeavored to secure the registration of the Deed of Absolute Sale and facilitate the transfer of the subject TCT in their name. Hence, the Court is convinced that there was no contract of sale.

Void Donation of an Immovable Property

What the Court deduces from the facts on record is that Labnao's intention was to ensure that her grandchildren — the respondents Heirs of Julita — would exclusively receive the subject lot. Thus, instead of simply donating the property, Labnao opted to simply simulate a contract of sale.

Unfortunately, even as a transfer of the subject lot to the respondents Heirs of Julita, the Deed of Absolute Sale cannot be considered a valid donation.

According to Article 749 of the Civil Code, in order for a donation of an immovable property to be considered valid, **the donation must be made in a public document**, specifying therein the property donated and the value

³⁴ Id. at 13-14; emphasis supplied.

of the charges which the donee must satisfy. In the instant case, as already explained, the Deed of Absolute Sale was not properly notarized, making it a private document. Hence, there was no donation made in a public document.

Moreover, Article 749 of the Civil Code additionally requires that the donee manifests his/her acceptance of the donation of the immovable property in either the same public instrument or in a separate instrument. If the donee accepts the donation in a separate instrument, the donor should be notified thereof in an authentic form, and this step shall be noted in both instruments. In the instant case, there was no acceptance of any donation manifested by the respondents Heirs of Julita in the unilaterally executed Deed of Absolute Sale. There was also no separate instrument that was executed by the respondents Heirs of Julita for the purpose of accepting any donation from their grandmother. Simply stated, the formalities of making and accepting a donation of an immovable property required under Article 749 of the Civil Code were not observed. The donation of real property is **void** without the formalities stated in Article 749.³⁵

Even if it were a valid donation, it would have been collated back to the estate of Labnao pursuant to Articles 908 and 1064 of the Civil Code,³⁶ and petitioner Uy and the respondents Heirs of Julita would have divided the estate of Labnao equally, with petitioner Uy inheriting in his own right and the respondents Heirs of Julita inheriting as a group *per stirpes* or by right of representation.

In Conclusion

Hence, considering that there is no valid contract of sale or donation of immovable property transferring the subject lot from Labnao to the respondents Heirs of Julita, and bearing in mind that the RTC's holding in the Joint Decision that the subject building is under the co-ownership of petitioner Uy and the respondents Heirs of Julita was left undisturbed, the Court holds that **both** the subject lot and building are under the co-ownership of petitioner Uy and the respondents Heirs of Julita as the intestate heirs of Labnao. Thereafter, the parties may choose to either judicially or extrajudicially partition the co-owned properties.

³⁵ *Department of Education, Culture and Sports v. Del Rosario*, 490 Phil. 193, 202 (2005); emphasis supplied.

³⁶ CIVIL CODE, Art. 908. To determine the legitime, the value of the property left at the death of the testator shall be considered, deducting all debts and charges, which shall not include those imposed in the will. To the net value of the hereditary estate, shall be added the value of all donations by the testator that are subject to collation, at the time he made them. (818a)

Art. 1064. When the grandchildren, who survive with their uncles, aunts, or cousins, inherit from their grandparents in representation of their father or mother, they shall bring to collation all that their parents, if alive, would have been obliged to bring, even though such grandchildren have not inherited the property.

They shall also bring to collation all that they may have received from the decedent during his lifetime, unless the testator has provided otherwise, in which case his wishes must be respected, if the legitime of the co-heirs is not prejudiced. (1038)

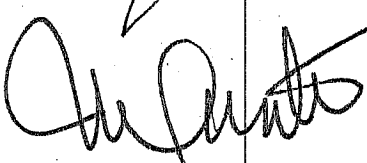
WHEREFORE, the instant Petition is **GRANTED**. The assailed Decision dated November 27, 2013 and assailed Resolution dated August 17, 2016 rendered by the Court of Appeals in CA-G.R. CEB CV No. 03231 are **REVERSED AND SET ASIDE**. Necessarily, the Joint Decision dated August 7, 2009 is **VACATED**. The Deed of Absolute Sale dated April 11, 1990 is **DECLARED NULL AND VOID**.

SO ORDERED.

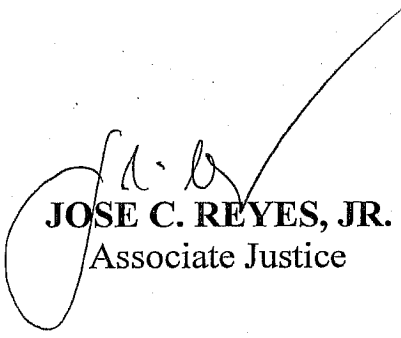


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

WE CONCUR:



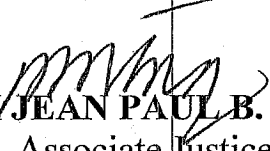
DIOSDADO M. PERALTA
Chief Justice
Chairperson



JOSE C. REYES, JR.
Associate Justice



AMY C. LAZARO-JAVIER
Associate Justice



HENRI JEAN PAUL B. INTING
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, it is hereby certified that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Chief Justice