



Republic of the Philippines
Supreme Court
 Manila

SECOND DIVISION

SUPREME COURT OF THE PHILIPPINES
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**SOCORRO T. CLEMENTE, as
 substituted by SALVADOR T.
 CLEMENTE,**

Petitioner,

- versus -

G.R. No. 220008

Present:

CARPIO, J., Chairperson,
 PERLAS-BERNABE,
 CAGUIOA,
 REYES, J., JR., and
 HERNANDO,* JJ.

**REPUBLIC OF THE PHILIPPINES
 (Department of Public Works and
 Highways, Region IV-A),**
 Respondent.

Promulgated:

20 FEB 2019

X-----X

DECISION

CARPIO, J.:

The Case

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court. Petitioner Salvador T. Clemente¹ challenges the 17 October 2014 Decision² and the 14 August 2015 Resolution³ of the Court of Appeals (CA) in CA-G.R. CV No. 91522. The CA affirmed the 24 September 2007 Decision⁴ and 4 April 2008 Resolution⁵ of the Regional Trial Court (RTC), Branch 64 of Mauban, Quezon, dismissing the Complaint⁶ and Amended Complaint⁷ for Revocation of Donation, Reconveyance and Recovery of Possession filed by Socorro T. Clemente (Socorro) against the Republic of

* Designated additional member per Special Order No. 2630 dated 18 December 2018.
 1 Substituted the original complainant in this case, Socorro T. Clemente.
 2 *Rollo*, pp. 25-36. Penned by Associate Justice Eduardo B. Peralta, Jr., with Associate Justices Magdangal M. De Leon and Stephen C. Cruz concurring.
 3 *Id.* at 14-15. Penned by Associate Justice Eduardo B. Peralta, Jr., with Associate Justices Magdangal M. De Leon and Zenaida T. Galapate-Laguilles concurring. Associate Justices Stephen C. Cruz and Leoncia R. Dimagiba dissented.
 4 *Id.* at 37-42. Penned by Judge Rodolfo D. Obnamia, Jr.
 5 *Id.* at 297-299.
 6 *Id.* at 140-144.
 7 *Id.* at 145-150.

the Philippines through its agency, the Department of Public Works and Highways (DPWH) Region IV-A.

The Facts

Municipal Mayor Amado A. Clemente (Mayor Clemente), Dr. Vicente A. Clemente, Judge Ramon A. Clemente, and Milagros A. Clemente (Clemente Siblings) were the owners of a parcel of land covered by Transfer Certificate of Title (TCT) No. T-50896. During their lifetime, they executed a Deed of Donation⁸ dated 16 March 1963 over a one-hectare portion of their property (Subject Property) in favor of the Republic of the Philippines. The Deed of Donation provided:

[T]he herein DONORS hereby voluntarily and freely give, transfer and convey, by way of unconditional donation, unto said DONEE, his executors and administrators, all of the rights, title and interest which the aforesaid DONORS have or which pertain to them and which they owned exclusively in the above-described real property over a one-hectar[e] portion of the same, solely for hospital site only and for no other else, where a Government Hospital shall be constructed, free from all liens and encumbrances whatsoever, which portion of the land had been segregated in the attached subdivision plan x x x.⁹

In the same Deed of Donation, District Engineer II Ciceron A. Guerrero of DPWH Region IV-A accepted said donation. On 29 March 1963, TCT No. T-50896 was partially cancelled by TCT No. T-51745 covering the Subject Property and issued in the name of the Province of Quezon.

In accordance with the Deed of Donation, the construction of a building for a hospital was started in the following year. However, for reasons unknown, the construction was never completed and only its foundation remains today.

In a letter dated 23 August 2003,¹⁰ Socorro and Rosario P. Clemente wrote to the District Engineer of Quezon asking for information on the development of the government hospital, as they were aware that the construction of the foundation of the hospital structure had already been started. In a subsequent letter dated 24 November 2003, Socorro wrote to the District Engineer restating their inquiry and consultation on 20 November 2003, when the District Engineer informed her that the DPWH no longer had a plan to construct a hospital at the site and that the DPWH had no budget for the hospital construction.¹¹

In 2004, almost forty-one (41) years after the Deed of Donation was executed, Socorro, as heir and successor-in-interest of Mayor Clemente,

⁸ Id. at 151-153. The agreement was denominated as "Donation of Real Property Inter Vivos."

⁹ Id. at 152.

¹⁰ Id. at 225.

¹¹ Id. at 227.



filed a Complaint, and subsequently an Amended Complaint, for Revocation of Donation, Reconveyance and Recovery of Possession alleging that the Republic of the Philippines failed to comply with the condition imposed on the Deed of Donation, which was to use the property “solely for hospital site only and for no other else, where a [g]overnment [h]ospital shall be constructed.”¹²

The Ruling of the RTC

On 24 September 2007, the RTC rendered its Decision¹³ dismissing the case on the ground of prematurity. The RTC held that the Republic agreed to comply with the condition of constructing a government hospital, and it initially commenced its construction. However, it was not completed for unknown reasons, and that only the foundation remains, after the construction was cannibalized by the people in the area. The RTC held that based on the records, it was only in the last semester of 2003 that Socorro demanded the construction of the hospital. Despite such demand, no hospital was built on the donated property. The RTC held that since the parties did not fix the period within which to comply with the condition, but a period was indeed intended, the Court may fix the period for the performance of the donee’s obligation, under Article 1197 of the Civil Code. However, since Socorro failed to pray for the fixing of the period, the RTC dismissed the case. The RTC held:

Answering the issue posed, therefore, for resolution by the Court, it can now safely be said that the deed of donation, at this point in time, cannot be revoked to revert the ownership of the land donated to the heirs of the donee on the ground of prematurity.

WHEREFORE, the Court orders the dismissal of this case as it is hereby dismissed.

No costs.

SO ORDERED.¹⁴

In a Resolution dated 4 April 2008, the RTC denied the Motion for Reconsideration filed by Socorro, affirming its Decision that the donation was revocable before the fulfillment of the resolutive condition to construct the government hospital, and that such condition was subject to a period even if no period was actually stipulated in the Deed of Donation. Thus, Socorro appealed to the CA.

¹² Id. at 152.

¹³ Id. at 133-138.

¹⁴ Id. at 137-138.



The Ruling of the CA

In a Decision dated 17 October 2014, the CA denied the appeal, finding that while there may be basis for the recovery of the property, Socorro, as an heir of a deceased co-donor, cannot assert the concept of heirship to participate in the revocation of the property donated by her successor-in-interest. The CA held:

Prescinding simply from the hypothetical effect of succession for Socorro T. Clemente, neither was there any assertion on the initiatory pleading nor evidence from the plaintiff-appellant as to any judicial or extra-judicial settlement of the estate of her husband as co-donor. And without any representation from Socorro T. Clemente on the Amended Complaint as to previous determination of heirs, full liquidation of the estate and payment of estate debts, if any, it cannot be assumed, and the plaintiff's representatives cannot assert heirship, that a portion of the property donated was still part of the estate of Socorro T. Clemente's husband. Corollary thereto, Section 2, Rule 73 of the Revised Rules of Court illuminates that until liquidation of the property, neither the widow nor the heirs can sue for participation therein.

Thus, based on the lacuna from the plaintiff-appellant, when assayed by vital tenets in law, the plaintiff's representative ventilated an inchoate right *via* the Amended Complaint.

WHEREFORE, by reason of the foregoing premises towards prematurity of the suit below, the appeal is hereby DENIED.

SO ORDERED.¹⁵

In a Resolution dated 14 August 2015, the CA denied the Motion for Partial Reconsideration. Hence, this petition.¹⁶

The Issues

The petition raises the following issues:

A.

WHETHER OR NOT THE "SETTLEMENT OF AN ESTATE" OR THE "DETERMINATION OF HEIRS, FULL LIQUIDATION OF THE ESTATE AND PAYMENT OF ESTATE DEBTS" OF THE CO-OWNERS IS A NECESSARY REQUIREMENT BEFORE THE PETITIONER (THE ONLY SURVIVING SPOUSE OF ONE OF THE CO-OWNERS) MAY FILE THIS ACTION FOR REVOCATION OF DONATION, RECONVEYANCE AND RECOVERY OF POSSESSION OF THE PROPERTY WHICH THEY DONATED ON MARCH 16, 1963 OR 52

¹⁵ Id. at 34-35.

¹⁶ Id. at 55-103.



YEARS AGO, SINCE ANYWAY THE ACTION SHALL INDISPUTABLY BENEFIT ALL CO-HEIRS?

B.

WHETHER OR NOT THE FAILURE OF THE OTHER CO-HEIRS TO JOIN PETITIONER IN THIS ACTION IS A GROUND FOR ITS DISMISSAL ALTHOUGH THE ACTION IS FOR THE BENEFIT OF ALL THE CO-HEIRS AS BENEFICIAL OWNERS AND ALTHOUGH THIS KIND OF LEGAL ACTION COVERS ALL KINDS OF ACTION FOR THE RECOVERY OF POSSESSION, I.E., FORCIBLE ENTRY AND UNLAWFUL DETAINER (ACCION INTERDICTAL), RECOVERY OF POSSESSION (ACCION PUBLICIANA) AND RECOVERY OF OWNERSHIP (ACCION [REIVINDICATORIA])?

C.

WHETHER OR NOT THE ACTION IS PREMATURE? IF NOT, WHETHER OR NOT IT IS BARRED BY THE CONTRARY DOCTRINE OF PRESCRIPTION OR LACHES? NOTWITHSTANDING THAT THE DONATION IS ONEROUS THEREBY REMOVING IT FROM THE AMBIT OF THE LAW OF DONATIONS AND INSTEAD PLACING IT WITHIN THE PURVIEW OF THE LAW ON OBLIGATIONS AND CONTRACTS UNDER ART. 733, CIVIL CODE?¹⁷

The Ruling of the Court

The petition is meritorious.

The nature of the donation made by the Clemente Siblings is a donation subject to a condition – the condition being the construction of a government hospital and the use of the Subject Property solely for hospital purposes. Upon the non-fulfillment of the condition, the donation may be revoked and all the rights already acquired by the donee shall be deemed lost and extinguished.¹⁸ This is a resolatory condition because it is demandable at once by the donee¹⁹ but the non-fulfillment of the condition gives the donor the right to revoke the donation.²⁰

In this case, upon the execution of the Deed of Donation and the acceptance of such donation in the same instrument, ownership was transferred to the Republic, as evidenced by the new certificate of title issued in the name of the Province of Quezon. Because the condition in the Deed of Donation is a resolatory condition, until the donation is revoked, it remains valid.²¹ However, for the donation to remain valid, the donee must comply with its obligation to construct a government hospital and use the

¹⁷ Id. at 79-80.

¹⁸ *Central Philippine University v. CA*, 316 Phil. 616 (1995).

¹⁹ Article 1179 of the Civil Code.

²⁰ Article 764 of the Civil Code.

²¹ *Parks v. Province of Tarlac*, 49 Phil. 142 (1926).

6

Subject Property as a hospital site. The failure to do so gives the donor the right to revoke the donation. Article 764 of the Civil Code provides:

Art. 764. The donation shall be revoked at the instance of the donor, when the donee fails to comply with any of the conditions which the former imposed upon the latter.

In this case, the property donated shall be returned to the donor, the alienations made by the donee and the mortgages imposed thereon by him being void, with the limitations established, with regard to third persons, by the Mortgage Law and the Land Registration Laws.

This action shall prescribe after four years from the non-compliance with the condition, may be transmitted to the heirs of the donor, and may be exercised against the donee's heirs.

Respondent argues that the obligation to construct a hospital was fulfilled when respondent started to construct a hospital.

We do not agree. It is clear from the records that the donee failed to comply with its obligation to construct a government hospital and to use the premises as a hospital site.

When the parties provided in the Deed of Donation that the donee should construct a government hospital, their intention was to have such hospital built and completed, and to have a functioning hospital on the Subject Property. This can be evidenced by the accompanying words in the Deed of Donation – “solely for hospital site only and for no other else, where a [g]overnment [h]ospital shall be constructed.” The condition imposed upon the donee has two parts – *first*, to construct a government hospital, and *second*, to use the Subject Property solely as a hospital site. The argument of respondent that the mere construction of the foundation of a building complies with the condition that a government hospital be constructed on the Subject Property is specious. A foundation of a building is obviously not a government hospital. The other condition in the Deed of Donation, which is to use the Subject Property solely as a hospital site, is also not complied with when the Subject Property is left idle, which means the Subject Property is not being used as a hospital site. The foundation of a building cannot function as a hospital site. Thus, even if we are to consider, for the sake of argument, that the construction of the foundation of a hospital building is enough to comply with the obligation to construct a government hospital, the subsequent abandonment of the construction results in the non-compliance with the second part of the donee's obligation – which is to use the Subject Property solely as a hospital site.

Based on the foregoing, we find that the donee failed to comply with the resolutive condition imposed in the Deed of Donation.

C

Determination of Heirs

Petitioner also argues that there is no need for a settlement of the estate before an action for revocation of donation, reconveyance, and recovery of possession of property may be filed by an heir of a co-owner.

We agree.

It has been settled that a co-heir or co-owner may bring suit without impleading all the other co-owners if the suit is for the benefit of all. *In Spouses Mendoza v. Coronel*,²² we held:

[T]he law now allows a co-owner to bring an action for ejectment, which covers all kinds of actions for the recovery of possession, including forcible entry and unlawful detainer, without the necessity of joining all the other co-owners as co-plaintiffs, because the suit is deemed to be instituted for the benefit of all.²³

In subsequent cases, this Court has consistently held that as long as the co-owner recognizes the co-ownership, there is no need to implead all the co-owners in all kinds of action for recovery of possession. In *Catedrilla v. Lauron*,²⁴ we held:

Petitioner can file the action for ejectment without impleading his co-owners. In *Wee v. De Castro*, wherein petitioner therein argued that the respondent cannot maintain an action for ejectment against him, without joining all his co-owners, we ruled in this wise:

Article 487 of the New Civil Code is explicit on this point:

ART. 487. *Any one of the co-owners may bring an action in ejectment.*

This article covers all kinds of action for the recovery of possession, i.e., forcible entry and unlawful detainer (*accion interdictal*), recovery of possession (*accion publiciana*), and recovery of ownership (*accion de reivindicacion*). As explained by the renowned civil[i]st, Professor Arturo M. Tolentino:

A co-owner may bring such an action, without the necessity of joining all the other co-owners as co-plaintiffs, because the suit is deemed to be instituted for the benefit of all. If the action is for the benefit of the plaintiff alone, such that he claims possession for himself and not for the co-ownership, the action will not prosper.

²² 517 Phil. 549 (2006).

²³ Id. at 553.

²⁴ 709 Phil. 335 (2013).

In the more recent case of *Carandang v. Heirs of De Guzman*, this Court declared that a co-owner is not even a necessary party to an action for ejectment, for complete relief can be afforded even in his absence, thus:

In sum, in suits to recover properties, all co-owners are real parties in interest. However, pursuant to Article 487 of the Civil Code and the relevant jurisprudence, any one of them may bring an action, any kind of action for the recovery of co-owned properties. Therefore, only one of the co-owners, namely the co-owner who filed the suit for the recovery of the co-owned property, is an indispensable party thereto. The other co-owners are not indispensable parties. They are not even necessary parties, for a complete relief can be afforded in the suit even without their participation, since the suit is presumed to have been filed for the benefit of all co-owners.

In this case, although petitioner alone filed the complaint for unlawful detainer, he stated in the complaint that he is one of the heirs of the late Lilia Castigador, his mother, who inherited the subject lot, from her parents. **Petitioner did not claim exclusive ownership of the subject lot, but he filed the complaint for the purpose of recovering its possession which would redound to the benefit of the co-owners. Since petitioner recognized the existence of a co-ownership, he, as a co-owner, can bring the action without the necessity of joining all the other co-owners as co-plaintiffs.**²⁵ (Emphasis supplied)

In this case, it is not disputed that Socorro is an heir of one of the donors. Moreover, her prayer in her action was to revoke the Deed of Donation and to cancel the TCT issued in the name of the Province of Quezon, and to issue a new certificate in the names of the **heirs of the Clemente Siblings, pro-indiviso**, and to direct the Republic to surrender or reconvey possession over the property to the **heirs of the Clemente Siblings**.²⁶ It is clear, therefore, that Socorro acknowledges and continues to recognize her co-heirs as co-owners of the Subject Property. Further, based on the Complaint and Amended Complaint of Socorro, it is clear that the suit was intended for the benefit of all the co-heirs of the Clemente Siblings. Thus, there is no need to implead the other co-heirs for the action to proceed as it is for the benefit of the co-ownership.

Moreover, there is no need for the settlement of the estate before one of the heirs can institute an action on behalf of the other co-heirs. Although an heir's right in the estate of the decedent which has not been fully settled and partitioned is merely inchoate, Article 493 of the Civil Code²⁷ gives the

²⁵ Id. at 344-345.

²⁶ *Rollo*, p. 148.

²⁷ Article 493 of the Civil Code provides:

Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which

heir the right to exercise acts of ownership.²⁸ Thus, even before the settlement of the estate, an heir may file an action for reconveyance of possession as a co-owner thereof, provided that such heir recognizes and acknowledges the other co-heirs as co-owners of the property as it will be assumed that the heir is acting on behalf of all the co-heirs for the benefit of the co-ownership.

No Prescription or Laches

The last issue raised by petitioner is whether the action is premature, or if it has been barred by prescription or laches. Respondent argues that the action has already prescribed because it has been more than ten (10) years since the violation of the condition in the Deed of Donation.

We find that this action is not premature, and has not been barred by prescription or laches.

An action for reconveyance based on a violation of a condition in a Deed of Donation should be instituted within ten (10) years from the time of such violation.²⁹ Moreover, an action to revoke a donation based on non-compliance of the condition prescribes after four (4) years from such non-compliance.³⁰ Thus, in both cases, to be able to determine whether the action has prescribed, the time of non-compliance must first be determined. This is because the failure to comply with the condition imposed will give rise to the cause of action against the obligor-donee, which is also the starting point of when to count the prescriptive period.

It is imperative to determine the period within which the donee has to comply with the condition to construct a government hospital and use the site solely as a hospital site, because it is only after such time that it can be determined with certainty that there was a failure to comply with the condition. Without such determination, there is no way to determine whether the donee failed to comply with its obligation, and consequently, whether the prescriptive period to file an action has started to run. Prescription cannot set in if the period to comply with the obligation cannot be determined with certainty. In this case, the Deed of Donation is bereft of any period within which the donee should have complied with the condition

may be allotted to him in the division upon the termination of the co-ownership.

²⁸ *Quijano v. Amante*, 745 Phil. 40 (2014).

²⁹ *Vda. De Delgado v. CA*, 416 Phil. 263 (2001).

³⁰ Art. 764 of the Civil Code of the Philippines provides:

Art. 764. The donation shall be revoked at the instance of the donor, when the donee fails to comply with any of the conditions which the former imposed upon the latter.

In this case, the property donated shall be returned to the donor, the alienations made by the donee and the mortgages imposed thereon by him being void, with the limitations established, with regard to third persons, by the Mortgage Law and the Land Registration Laws.

This action shall prescribe after four years from the non-compliance with the condition, may be transmitted to the heirs of the donor, and may be exercised against the donee's heirs.

of constructing a government hospital. Thus, the action has not yet prescribed.

Based on the Deed of Donation, however, it is apparent that a period was indeed intended by the parties. By agreeing to the conditions in the Deed of Donation, the donee agreed, and it bound itself to construct a government hospital and to use the Subject Property solely for hospital purposes. The construction of the said hospital could not have been intended by the parties to be in a state of limbo as it can be deduced that the parties intended that the hospital should be built **within a reasonable period**, although the Deed of Donation failed to fix a period for such construction.

In this situation, Article 1197 of the Civil Code squarely applies:

Article 1197. If the obligation does not fix a period, but from its nature and the circumstances it can be inferred that a period was intended, the courts may fix the duration thereof.

The courts shall also fix the duration of the period when it depends upon the will of the debtor.

In every case, the courts shall determine such period as may under the circumstances have been probably contemplated by the parties. Once fixed by the courts, the period cannot be changed by them.

Based on the foregoing provision, the RTC reasoned that the action is premature because there can be no breach before the court fixes a period to comply with the obligation.

We disagree.

While ideally, a period to comply with the condition should have been fixed by the Court, we find that this will be an exercise in futility because of the fact that it has been more than fifty (50) years since the Deed of Donation has been executed; and thus, the reasonable time contemplated by the parties within which to comply with the condition has already lapsed. In *Central Philippine University v. Court of Appeals*,³¹ which had a similar factual background with this case, the Court held:

Thus, when the obligation does not fix a period but from its nature and circumstances it can be inferred that a period was intended, the general rule provided in Art. 1197 of the Civil Code applies, which provides that the courts may fix the duration thereof because the fulfillment of the obligation itself cannot be demanded until after the court has fixed the period for compliance therewith and such period has arrived.

This general rule however cannot be applied considering the different set of circumstances existing in the instant case. More than a reasonable period of fifty (50) years has already been allowed petitioner to

³¹ 316 Phil. 616 (1995).

avail of the opportunity to comply with the condition even if it be burdensome, to make the donation in its favor forever valid. But, unfortunately, it failed to do so. **Hence, there is no more need to fix the duration of a term of the obligation when such procedure would be a mere technicality and formality and would serve no purpose than to delay or lead to an unnecessary and expensive multiplication of suits. Moreover, under Art. 1191 of the Civil Code, when one of the obligors cannot comply with what is incumbent upon him, the obligee may seek rescission and the court shall decree the same unless there is just cause authorizing the fixing of a period.** In the absence of any just cause for the court to determine the period of the compliance, there is no more obstacle for the court to decree the rescission claimed.³² (Emphasis supplied)

Further, in 2003, Socorro already wrote to DPWH asking for updates on the construction of the government hospital. However, the DPWH informed her that there were no plans to build any hospital on the Subject Property. **Thus, it is clear that the donee no longer has the intention of fulfilling its obligation under the Deed of Donation.** It has now become evident that the donee will no longer comply with the condition to construct a hospital because a government hospital was already built in another barangay, Barangay Polo.³³ If it becomes indubitable that the event, in this case the construction of the hospital, will not take place, then the obligation of the donor to honor the donation is extinguished.³⁴ Moreover, the donor-obligee can seek rescission of the donation if the donee-obligor has manifested no intention to comply with the condition of the donation.³⁵

For the same reason, we find that laches has not set in. Laches is defined as the failure or neglect for an unreasonable and unexplained length of time to do that which, by exercising due diligence, could or should have been done earlier; it is negligence or omission to assert a right within a

³² Id. at 627.

³³ *Rollo*, p. 353.

³⁴ Article 1184 of the Civil Code provides:

Article 1184. The condition that some event happen at a determinate time shall extinguish the obligation as soon as the time expires or if it has become indubitable that the event will not take place.

Article 1186 of the Civil Code provides:

Article 1186. The condition shall be deemed fulfilled when the obligor voluntarily prevents its fulfillment.

³⁵ Article 1191 of the Civil Code provides:

Article 1191. The power to rescind obligations is implied in reciprocal ones, in case one of the obligors should not comply with what is incumbent upon him.

The injured party may choose between the fulfillment and the rescission of the obligation, with the payment of damages in either case. He may also seek rescission, even after he has chosen fulfillment, if the latter should become impossible.

The court shall decree the rescission claimed, unless there be just cause authorizing the fixing of a period.

This is understood to be without prejudice to the rights of third persons who have acquired the thing, in accordance with Articles 1385 and 1388 and the Mortgage Law.

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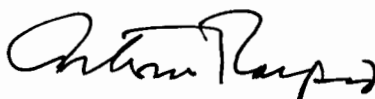
reasonable time, warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it.³⁶

Because of the failure of the Deed of Donation to specify the period within which to comply with the condition, there can be no delay in asserting the right against respondent. In contrast, respondent is guilty of unreasonable delay and neglect in complying with its obligation to construct a government hospital and to use the Subject Property as a hospital site.

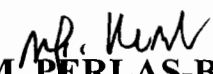
Based on the foregoing, the revocation of the donation and the reconveyance and recovery of possession of the Subject Property in favor of the donors – or the heirs of the donors – are necessary and proper.

WHEREFORE, the petition is **GRANTED**. The 17 October 2014 Decision and the 14 August 2015 Resolution of the Court of Appeals in CA-G.R. CV No. 91522 are hereby **REVERSED** and **SET ASIDE**. The Regional Trial Court of Mauban, Quezon, Branch 64, is **ORDERED** to cause the cancellation by the Register of Deeds of Quezon of TCT No. T- 51745 and the issuance, in lieu thereof, of the corresponding certificate of title in the name of the heirs of Amado A. Clemente, Dr. Vicente A. Clemente, Judge Ramon A. Clemente, and Milagros A. Clemente.

SO ORDERED.

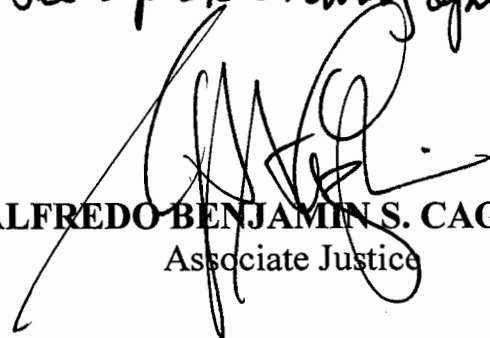

ANTONIO T. CARPIO
Associate Justice

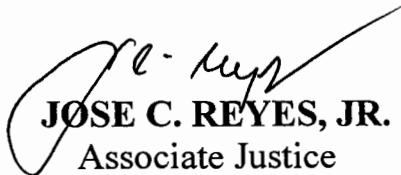
WE CONCUR:

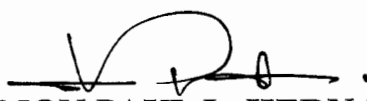

ESTELA M. PERLAS-BERNABE
Associate Justice

³⁶ *Pangasinan v. Disonglo-Almazora*, 762 Phil. 492 (2015), citing *Metropolitan Bank and Trust Company v. Centro Development Corporation*, G.R. No. 180974, 13 June 2012, 672 SCRA 325, 338, further citing *Municipality of Carcar v. CFI Cebu*, 204 Phil. 719, 723 (1982).

See separate concurring opinion.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


JOSE C. REYES, JR.
Associate Justice


RAMON PAUL L. HERNANDO
Associate Justice

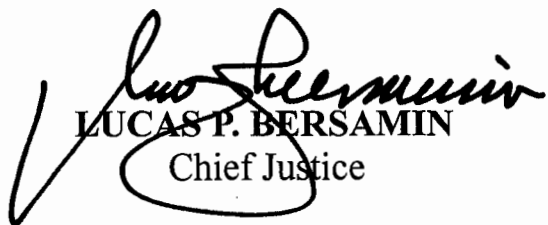
ATTESTATION

I attest 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.


ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's Attestation, I certify 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.


LUCAS P. BERSAMIN
Chief Justice