



Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

LAURO CARDINEZ, ISIDRO  
CARDINEZ, JESUS  
CARDINEZ, VIRGIE  
CARDINEZ, FLORA  
LACONSAY and AIDA DELA  
CRUZ,  
*Petitioners,*

G.R. No. 213001

Present:

PERLAS-BERNABE, *SAJ.*,  
*Chairperson,*  
HERNANDO,  
INTING,  
GAERLAN, and  
ROSARIO,\* *JJ.*

- versus -

SPOUSES PRUDENCIO and  
CRESENCIA CARDINEZ,  
*Respondent.*

Promulgated:

AUG 04 2021

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DECISION

**HERNANDO, J.:**

This Petition for Review on *Certiorari*<sup>1</sup> assails the September 30, 2013 Decision,<sup>2</sup> and June 2, 2014 Resolution<sup>3</sup> of the Court of Appeals (CA/appellate court) in CA – G.R. CV No. 98861 which affirmed with modification the February 28, 2012 Decision<sup>4</sup> of the Regional Trial Court (RTC/trial court), Branch 66 of San Fernando City, La Union in Civil Case No. 7449.

\* Designated as additional Member per S.O. No. 2835 dated July 15, 2021.

<sup>1</sup> *Rollo*, pp. 12-30.

<sup>2</sup> *Id.* at 32-51; penned by Associate Justice Magdangal M. De Leon and concurred in by Associate Justices Stephen C. Cruz and Myra V. Garcia-Fernandez.

<sup>3</sup> *Id.* at 53-54.

<sup>4</sup> *Id.* at 56-64.

**The Antecedent Facts:**

The late Simeona Cardinez owned a 1,950-square meter parcel of land situated in Brgy. Sta. Cruz, Bacnotan, La Union. Upon her demise, her sons, Prudencio, Florentino, and Valentin inherited the land and equally divided it among themselves. On April 23, 1986, Transfer Certificate of Title (TCT) No. T-26701<sup>5</sup> covering the land was issued in the name of the brothers as co-owners. Prudencio's share in the land was the middle portion which he registered for taxation purposes under Tax Declaration No. (TD) 18237.<sup>6</sup>

Sometime in 1994, Valentin requested Prudencio to donate the ten-square meter portion of his land being encroached by the former's balcony. Prudencio agreed to Valentin's request out of his love and trust for his brother. Valentin then asked Prudencio and his wife Cresencia Cardinez (Cresencia) to sign a document that was written in English. Prudencio and Cresencia were unable to understand the contents.

Hence, Valentin told the Cardinez couple that the purported document was for the partition of the inherited land, cancellation of TCT No. T-26701, and transfer of their shares in their respective names.<sup>7</sup> As they were convinced by Valentin's explanation and trusted him, Prudencio and Cresencia signed the document without even reading and understanding its contents. The spouses Cardinez were not given a copy of the document after it was signed.<sup>8</sup>

Fourteen years later, or on June 8, 2008, Prudencio found out that a survey of the land was being conducted. He then inquired if his inherited portion of the land was still in his name. To Prudencio's surprise, Valentin's children, Lauro Cardinez (Lauro), Isidro Cardinez (Isidro), Jesus Cardinez, Virgie Cardinez, Flora Laconsay, and Aida Dela Cruz (Aida), (collectively, petitioners) informed him that he already donated his inherited portion to them through the document that he allegedly executed with Cresencia.<sup>9</sup>

Henry and Nelson, sons of Prudencio, went to petitioners' house to verify the truth about the donation. Petitioners showed them a notarized Deed of Donation of Real Property<sup>10</sup> (Deed of Donation) dated April 26, 1994. The Deed of Donation stated that respondents, as well as Florentino Cardinez married to Isabel Cardinez, and Valentin Cardinez married to Eufrosina Cardinez, donated their respective portions of the land covered by TCT No. T-

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<sup>5</sup> Records, p. 16.

<sup>6</sup> Id. at 29.

<sup>7</sup> Id. at 12.

<sup>8</sup> Id.

<sup>9</sup> Id.

<sup>10</sup> Id. at 17.

26701 to them. All the donors including respondents signed the purported document.<sup>11</sup>

Henry, upon the instruction of Prudencio, then inquired from the Register of Deeds in San Fernando, Pampanga about the Deed of Donation. However, Henry was informed that a copy of the original TCT covering his father's land was among those burnt when the Bureau of Lands was caught on fire.<sup>12</sup> He then went to the Bacnotan Assessor's Office where he discovered that TCT No. T-26701 no longer bore his father's name as one of the co-owners. Instead, it bore the name of Lauro, Valentin's son, by virtue of the Deed of Donation.<sup>13</sup> He, together with Prudencio, then looked for Mario Rodriguez (Rodriguez), a duly commissioned notary public in Bacnotan, who admitted to notarizing the said Deed.<sup>14</sup>

Respondents thus filed a complaint<sup>15</sup> against petitioners before the Barangay Chairman of Brgy. Sta. Cruz, Bacnotan, La Union. However, any hope for an amicable settlement dissipated when petitioners insisted on the validity of the Deed of Donation and refused to vacate respondents' property.<sup>16</sup>

Perforce, on November 19, 2008, respondents filed a Complaint for Annulment of Document with Recovery of Possession and Damages.<sup>17</sup> They averred that Valentin took advantage of their low level of education when he made them believe that the document they were signing were for the partition of the inherited land, cancellation of TCT No. T-26701, and transfer of their shares in their respective names. Valentin therefore used machinations and misrepresentations to induce them to sign the document which turned out to be a Deed of Donation.<sup>18</sup>

In support of their claim, respondents presented the following documentary evidence: (a) TCT No. T-26701;<sup>19</sup> (b) TD 18237<sup>20</sup> in the name of Prudencio and the annotation therein stating that the middle portion of the land known as Lot 6301 was segregated by virtue of a Deed of Partition registered under Entry No. 65986 dated April 23, 1986;<sup>21</sup> (c) the purported Deed of Donation<sup>22</sup> dated April 26, 1994; (d) Affidavit<sup>23</sup> of Valentin dated October 7,

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<sup>11</sup> Id. at 12-13.

<sup>12</sup> TSN, July 13, 2009, pp. 13-15.

<sup>13</sup> Id. at 16.

<sup>14</sup> TSN, June 23, 2011, p. 5.

<sup>15</sup> Records, p. 28.

<sup>16</sup> Id. at 30.

<sup>17</sup> Id. at 1-4.

<sup>18</sup> Id. at 3.

<sup>19</sup> Id. at 6.

<sup>20</sup> Id. at 9.

<sup>21</sup> Id.

<sup>22</sup> Id. at 7.

<sup>23</sup> Id. at 46.

1982 stating that he bought the entire land in 1972;<sup>24</sup> and (e) the survey plan<sup>25</sup> of petitioners' house.

Prudencio took the witness stand and strongly asserted that he did not donate his land to petitioners. He narrated that Valentin went to their house and asked him and his wife Cresencia to sign a document claiming that it pertained to the partition of their inherited land. Prudencio, together with Cresencia, then signed the purported document of partition without reading the same due to the trust and confidence that they reposed on Valentin. When he discovered that the document was a Deed of Donation, he was devastated and heartbroken because of the deceitful act employed on him by his very own brother.

Prudencio attested that he and Cresencia only finished Grade 3 elementary education. On cross-examination, he also admitted that he appeared before the notary public for notarization of the document. However, the latter did not explain to him the contents thereof.

Henry, and petitioners' niece, Aurelia Cardinez, also testified. They recalled that TCT No. T-26701 no longer bore Prudencio's name as one of the co-owners by reason of the Deed of Donation.

After respondents rested their case, petitioners filed a Demurrer to Evidence<sup>26</sup> on grounds of lack of cause of action and prescription. However, the RTC denied the demurrer for lack of merit in its Order<sup>27</sup> dated March 15, 2010.

Petitioners denied the allegations of respondents. They averred that Prudencio purchased the subject land sometime in 1972<sup>28</sup> and then donated it to petitioners as evidenced by the Deed of Donation dated April 26, 1994. Consequently, on November 2, 1994, TCT No. T-40459<sup>29</sup> was issued in the name of petitioners as well as the corresponding TD 93-040-19467<sup>30</sup> and 93-040-19468.<sup>31</sup>

Petitioners asserted that respondents voluntarily executed the Deed of Donation and had understood its contents. They insisted that respondents can fully comprehend and understand English. In fact, Cresencia was even a Barangay Kagawad in their barangay. Also, respondents even affixed their signatures in the Deed and personally appeared before the notary public.

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<sup>24</sup> Id.

<sup>25</sup> Id. at 81.

<sup>26</sup> Id. at 97-106.

<sup>27</sup> Id. at 114-115.

<sup>28</sup> Id. at 35-39.

<sup>29</sup> Id. at 42.

<sup>30</sup> Id. at 43.

<sup>31</sup> Id. at 44.

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Moreover, petitioners claimed that they did not know if Valentin went to Prudencio's house to secure their signatures for the purported partition of the land. They were unaware of the agreement between Valentin and Prudencio that only a ten-square meter portion of their uncle's land would be freely given pursuant to their father's request. They claimed that their father would not have made such a request since Prudencio already donated his land to them.

Lastly, petitioners contended that the action had already prescribed since 10 years had lapsed from the execution of the Deed of Donation, a written contract.

Petitioners presented the following documentary evidence during the trial: (a) Deed of Donation<sup>32</sup> dated April 26, 1994; (b) TCT No. T-40459<sup>33</sup> dated November 2, 1994 that was issued in their name; (c) TD 93-040-19467<sup>34</sup> and 93-040-19468<sup>35</sup> in their names covering the subject land; (d) the same Affidavit<sup>36</sup> of Valentin dated October 7, 1982; and (e) Tax Receipt<sup>37</sup> dated June 17, 2008 proving that they are presently in possession of the subject land.

Rodriguez was presented as one of petitioners' witnesses who testified that he notarized the purported Deed of Donation and that all the parties personally appeared before him in his law office in Bacnotan, La Union.<sup>38</sup>

Aida and Isidro, two of the petitioners herein, also testified during the trial. Both attested that they acquired the subject land by virtue of the valid Deed of Donation. The signatures therein were the signatures of their parents Valentin and Eufrosina, their uncle and aunt Florentino and Isabel, and petitioners. Interestingly, Isidro admitted that his mother, Eufrosina died on 1985, or nine years before the purported Deed of Donation was executed.<sup>39</sup>

### **Ruling of the Regional Trial Court:**

In its Decision<sup>40</sup> dated February 28, 2012, the RTC found respondents' evidence sufficient to prove that the Deed of Donation was executed through fraudulent means. It held that respondents' consent was vitiated due to the deceit employed by Valentin when the latter made it appear that the document

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<sup>32</sup> Id. at 41-42.

<sup>33</sup> Id. at 43.

<sup>34</sup> Id. at 44.

<sup>35</sup> Id. at 45.

<sup>36</sup> Id. at 46.

<sup>37</sup> Id. at 47.

<sup>38</sup> TSN, June 23, 2011, p. 5.

<sup>39</sup> TSN, November 15, 2010, p. 8.

<sup>40</sup> *Reillo*, pp. 56-64.

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they signed was for the partition of their inherited land. Thus, the RTC declared that the Deed of Donation was voidable or effective until set aside.<sup>41</sup>

Considering that respondents instituted the complaint within four years from discovery of the fraudulent act, the RTC further held that the action against petitioners had not yet prescribed.<sup>42</sup>

The *fallo* of the RTC Decision reads:

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiffs and against defendants, as follows:

1. Declaring the “Deed of Donation of Real Property” dated April 26, 1994, entered as Doc. No. 241, Page No. 46, Book No. II, Series of 1994 in the notarial book of notary public Mario G. Rodriguez as void and rescinded in part insofar as it included the donation of the share of plaintiffs-spouses Prudencio and Cresencia Cardinez in the parcel of land covered by Transfer Certificate of Title No. T-26701 to herein defendants;

2. Declaring Transfer Certificate of Title No. T-40459 in the names of defendants Lauro Cardinez, Aida C. dela Cruz, Jesus Cardinez and Isidro Cardinez of no force and effect;

3. Reinstating, for all intents and purposes, the validity of Tax Declaration No. 18237 in the name of Prudencio Cardinez; and

4. Ordering the defendants to cede possession of the lot embraced by Tax Declaration No. 18237 in the name of Prudencio Cardinez to the plaintiffs.

Cost to the parties.

SO ORDERED.<sup>43</sup>

Aggrieved, petitioners appealed before the CA.<sup>44</sup>

### **Ruling of the Court of Appeals:**

The CA, in its September 30, 2013 Decision,<sup>45</sup> affirmed the findings of the RTC that petitioners did not freely give their land to petitioners by virtue of a Deed of Donation. Petitioners sufficiently proved that Valentin, through deceit, made respondents believe that the document they signed was for the partition of their inherited land.<sup>46</sup>

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<sup>41</sup> Records, pp. 186-194.

<sup>42</sup> *Rollo*, pp. 60-64.

<sup>43</sup> *Id.* at 64.

<sup>44</sup> Records, p. 199.

<sup>45</sup> *Rollo*, pp. 34-51.

<sup>46</sup> *Id.* at 50.

However, the appellate court ruled that the Deed of Donation was void *ab initio*, and not just voidable as found by the trial court, since respondents' consent, which is an indispensable element in donation, was totally absent. As a consequence thereof, the Deed of Donation has no force and effect and can be subject to attack at any time.<sup>47</sup>

The dispositive portion of the assailed CA Decision states:

WHEREFORE, the *Decision* of the Regional Trial Court, Branch 66, San Fernando City, La Union in Civil Case No. 7449 is hereby MODIFIED by declaring the "Deed of Donation of Real Property" dated April 26, 1994 as null and void and of no legal effect insofar as it included the donation of the share of appellees Prudencio and Cresencia Cardinez in the parcel of land covered by Transfer Certificate of Title No. T-26701 to appellants. The *Decision* is AFFIRMED in all other respects.

SO ORDERED.<sup>48</sup>

Petitioners filed a Motion for Reconsideration<sup>49</sup> but it was denied by the appellate court in its Resolution<sup>50</sup> dated June 2, 2014.

Hence, this Petition for Review on *Certiorari*.<sup>51</sup>

### Issues

Petitioners raised the following issues for disposition:

1. WHETHER OR NOT THE DEED OF DONATION OF REAL PROPERTY EXECUTED BY PRUDENCIO, VALENTIN AND FLORENTINO IN FAVOR OF PETITIONERS IS VALID.
2. ASSUMING THAT THERE IS A DEFECT IN THE CONSENT OF PRUDENCIO TO THE DEED OF DONATION OF REAL PROPERTY, WHETHER THE DONATION IS VOID OR MERE VOIDABLE.
3. ASSUMING THAT THERE IS A DEFECT IN THE CONSENT OF PRUDENCIO, WHETHER OR NOT THE ACTION HAS ALREADY PRESCRIBED CONSIDERING THAT THE ACTION WAS BROUGHT ONLY ON NOVEMBER 28, 2008 OR MORE THAN 14 YEARS SINCE THE EXECUTION OF THE DEED OF DONATION OF REAL PROPERTY ON APRIL 26, 1994.

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<sup>47</sup> *Rollo*, pp. 44-49.

<sup>48</sup> *Id.* at 50.

<sup>49</sup> *CA rollo*, pp. 113-116.

<sup>50</sup> *Rollo*, pp. 53-54.

<sup>51</sup> *Id.* at 16-30.

The issues to be resolved in this case are: (a) whether the donation is valid; and (b) whether the action instituted by respondents has already prescribed.

### **Our Ruling**

The petition is bereft of merit.

#### **Deed of Donation is void ab initio in the absence of respondents' consent.**

Donation is an act of liberality whereby a person disposes gratuitously of a thing or right in favor of another, who accepts it.<sup>52</sup> An agreement between the donor and the donee is essential like in any other contract.<sup>53</sup> As such, the requisites of a valid contract under Article 1318 of the Civil Code must concur, namely: (1) consent of the contracting parties, that is consent to donate the subject land to petitioners; (2) object certain which is the subject matter of the contract; (3) cause of the obligation which is established.<sup>54</sup>

Consent is absent in the instant case. Consent, to be valid, must have the following requisites: (1) intelligent or with an exact notion of the matter to which it refers; (2) free; and (3) spontaneous.<sup>55</sup> The parties' intention should be clear; otherwise, the donation is rendered void in the absence thereof<sup>56</sup> or voidable if there exists a vice of consent.<sup>57</sup>

We agree with the appellate court that respondents did not give their consent to the donation of their land to petitioners. Hence, no valid donation had transpired between the parties.

It is settled that in civil cases, the one who alleges a fact has the burden of proving it and a mere allegation is not evidence.<sup>58</sup> Hence, respondents here must establish their case by a preponderance of evidence, that is, evidence that has greater weight, or is more convincing than that which petitioners offered in opposition to it.<sup>59</sup>

The absence of consent, and not just a mere vitiation thereof, on the part of respondents to donate their land has been satisfactorily established.

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<sup>52</sup> CIVIL CODE, Article 725.

<sup>53</sup> *Heirs of Sevilla v. Sevilla*, 450 Phil. 598, 609 (2003).

<sup>54</sup> *Id.* at 612-613.

<sup>55</sup> *Lavarez v. Guevarra*, 208 Phil. 247, 252-253 (2017).

<sup>56</sup> *Sumipat v. Banga*, 480 Phil. 187, 201 (2004).

<sup>57</sup> *Lavarez v. Guevarra*, *supra* at 253.

<sup>58</sup> *Heirs of Cipriano Reyes v. Calumpang*, 536 Phil. 795, 811 (2006).

<sup>59</sup> *Lavarez v. Guevarra*, *supra* at 252.



Prudencio categorically and firmly stated that he did not know that the document which Valentin asked him to sign was a Deed of Donation. In fact, Prudencio did not read the document before affixing his signature because he trusted his brother that it was for the partition of their inherited land and the cancellation of its title. Valentin neither read the contents of the document to respondents nor gave them a copy thereof. The notary public likewise did not explain its contents to respondents and only asked them to affix their signatures therein.

The Court also finds it very perplexing why respondents would donate their portion of the land which Prudencio inherited from his mother considering that Prudencio and Cresencia have children of their own.

To debunk the claim of respondents that they are not highly educated since they only finished Grade 3, petitioners averred that Cresencia could not have become a Barangay Kagawad if she and her husband did not understand and comprehend the English language. However, their allegation was not supported by any evidence which could have proved their claim.

We stress that mere allegations do not constitute proof.<sup>60</sup> “It is basic in the rule of evidence that bare allegations, unsubstantiated by evidence, are not equivalent to proof. In short, mere allegations are not evidence.”<sup>61</sup> Hence, the fact that respondents do not fully understand the English language stands.

It is therefore clear that respondents did not donate their land to petitioners. They never understood the full import of the document because it was neither shown to them nor read by either Valentin or the notary public. Considering that they did not give their consent at all to the Deed of Donation, it is therefore null and void.<sup>62</sup>

### **The notarized Deed of Donation does not enjoy the presumption of regularity**

Petitioners also aver that the notarized Deed of Donation enjoys the presumption of regularity as it complied with all the formalities required by law. This is not acceptable.

A document acknowledged before a notary public indeed enjoys the presumption of regularity.<sup>63</sup> It carries the evidentiary weight conferred upon it with respect to its due execution.<sup>64</sup> As such, a party who assails the regularity

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<sup>60</sup> *Government Service Insurance System v. Prudential Guarantee and Assurance, Inc.*, 721 Phil. 740, 753 (2013). *Lavarez v. Guevarra*, supra note 55 at 252.

<sup>61</sup> *Id.* at 753-754, citing *Real v. Belo*, 542 Phil. 109 (2007).

<sup>62</sup> *Sumipat v. Bonga*, 480 Phil 187, 201 (2004) citing *Baranda v. Baranda*, 234 Phil 64, 77 (1987).

<sup>63</sup> *Spouses Coronel v. Quesada*, G.R. No. 237465, October 7, 2019.

<sup>64</sup> *Aimeda v. Heirs of Aimeda*, 818 Phil. 239, 256 (2017).

of a public document must present evidence that is clear and convincing to overcome the presumption.<sup>65</sup> Otherwise, the presumption must be upheld.<sup>66</sup>

Here, respondents successfully refuted said presumption of regularity. Rodriguez, the notary public, testified that all the parties personally appeared before him when the Deed of Donation was notarized. Interestingly, Eufrosina, the wife of Valentin and one of the signatories in the Deed, died in 1958, or 36 years before the Deed of Donation was executed. It is worthy to note that Isidro, one of the petitioners, admitted his mother's demise during the trial.

Thus, Eufrosina could not have personally appeared before the notary public unless by some miracle she had risen from her grave to sign the Deed of Donation. The only plausible conclusion is that another person stood in her place, and that the notary public did not duly ascertain if the person who signed the Deed of Donation was actually Eufrosina.

**The action for annulment of the Deed of Donation is imprescriptible.**

The Deed of Donation is an absolute nullity hence it is subject to attack at any time. Its defect, *i.e.*, the absence of consent of respondents, is permanent and incurable by ratification or prescription.<sup>67</sup> In other words, the action is imprescriptible. This is in accord with Article 1410 of the Civil Code which states that an action to declare the inexistence of a void contract does not prescribe.<sup>68</sup>

Since the Deed of Donation is void *ab initio* due to the illegality in its execution, the disputed land is deemed to be simply held by petitioners in trust for respondents who are the real owners.<sup>69</sup> Respondents therefore have the right to institute a case against petitioners for the reconveyance of the property at any time.<sup>70</sup> The well-settled rule is that “[a]s long as the land wrongfully registered under the Torrens system is still in the name of the person who caused such registration, an action *in personam* will lie to compel him to reconvey the property to the real owner.”<sup>71</sup>

**WHEREFORE**, the Petition for Review on *Certiorari* is **DENIED**. The September 30, 2013 Decision and June 2, 2014 Resolution of the Court of Appeals in CA-G.R. CV No. 98861 are **AFFIRMED**.

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<sup>65</sup> *Sepe v. Heirs of Kilang*, G.R. No. 199766, April 10, 2019.

<sup>66</sup> *Id.*

<sup>67</sup> *Sumipat v. Banga*, supra note 62.


<sup>68</sup> *Id.*

<sup>69</sup> *Id.*

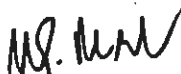
<sup>70</sup> *Id.*


<sup>71</sup> *Id.* at 203, citing *Salomon v. Intermediate Appellate Court*, 263 Phil. 1068, 1081-1082 (1990).

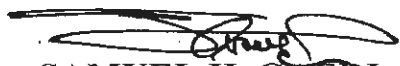
**SO ORDERED.**

  
**RAMON PAUL L. HERNANDO**  
Associate Justice

WE CONCUR:

  
**ESTELA M. PERLAS-BERNABE**  
Senior Associate Justice  
Chairperson

  
**HENRI JEAN PAUL B. INTING**  
Associate Justice

  
**SAMUEL H. GAERLAN**  
Associate Justice

  
**RICARDO R. ROSARIO**  
Associate Justice

**ATTESTATION**

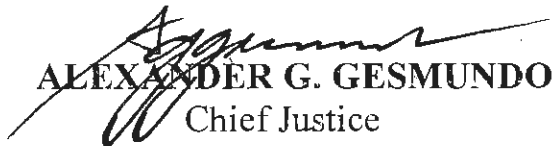
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**ESTELA M. PERLAS-BERNABE**  
Senior 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.



**ALEXANDER G. GESMUNDO**  
Chief Justice