



Republic of the Philippines
 Supreme Court
 Manila

THIRD DIVISION

SPOUSES EUGENIO DE VERA
 and ROSALIA¹ PADILLA,
Petitioners,

G.R. No. 211687

Present:

- versus -

LEONEN, J.,
Chairperson,
 HERNANDO,
 INTING,
 DELOS SANTOS, and
 LOPEZ, J. Y., JJ.

FAUSTA CATUNGAL,
 substituted by her heirs, namely:
 GAUDENCIO G. DIAZ, SR.,
 ALFONSO C. DIAZ, and
 LOURDES C. LOPEZ,
Respondents.

Promulgated:
 February 10, 2021
 MispocB-t

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DECISION

HERNANDO, J.:

Challenged in this Petition for Review on *Certiorari*² are the September 26, 2013 Decision³ and February 11, 2014 Resolution⁴ of the Court of Appeals (CA) in CA-G.R. CV No. 94480, which reversed and set aside the July 7, 2009 Decision⁵ of the Regional Trial Court (RTC) of Dagupan City, Branch 44 in Civil Case No. 97-01729-D.

The CA ruled that the assailed *Deed of Extrajudicial Settlement Among Heirs with Absolute Sale* (Deed) is null and void, and ordered petitioner-spouses Eugenio de Vera (Eugenio) and Rosalia Padilla (Rosalia) (collectively, the spouses De Vera) to restore to Fausta Catungal's (Fausta)

¹ Spelled as "Rosalinda" in the dispositive portion of the CA Decision.

² *Rollo*, pp. 9-21. Filed on April 29, 2014.

³ *CA rollo*, pp. 43-54; penned by Associate Justice Myra V. Garcia-Fernandez, and concurred in by Associate Justices Magdangal M. De Leon and Stephen C. Cruz.

⁴ *Id.* at 69-70.

⁵ *Records*, pp. 193-197; penned by Presiding Judge Genoveva Conching-Maramba.

heirs the parcels of land subject of the Deed, and to pay attorney's fees and cost of suit.⁶

The Factual Antecedents:

Vicente Catungal (Vicente) owned two (2) parcels of unregistered land located in Macabito, Calasiao, Pangasinan.⁷ He died on December 1, 1944 and was survived by five children, two of whom are Fausta and Genaro Catungal (Genaro).⁸

On July 23, 1994, Fausta and Genaro executed the Deed in question,⁹ adjudicating between themselves the two parcels of land owned by Vicente¹⁰ and transferring ownership of the properties to the spouses De Vera for a consideration of ₱30,000.00.¹¹ Fausta affixed her thumbmark in lieu of her signature.¹²

The Deed was signed in the presence of witnesses Teodoro de Vera and Valentino de Vera (Valentino).¹³ Consequently, new tax declarations were issued in the name of the Spouses De Vera.¹⁴ Eugenio is a grandchild of Vicente, making him a legal and compulsory heir of the decedent.¹⁵ After the transaction, the Spouses De Vera allowed Fausta to stay and continue residing on the parcels of land.¹⁶

On July 23, 1997, Fausta filed before the RTC a complaint for *Declaration of Nullity of Documents, Recovery of Ownership, Reconveyance, and Damages, with Prayer for Writ of Preliminary Injunction and/or Temporary Restraining Order*.¹⁷ She alleged that the Spouses De Vera took advantage of her illiteracy and old age, and succeeded in making her affix her thumbmark on the Deed by employing deceit, false pretenses, and false misrepresentations.¹⁸ She claimed that petitioners represented that the Deed is merely an evidence of her indebtedness to them, when in fact, it transfers ownership of the parcels of land to them.¹⁹

⁶ *CA rollo*, p. 53.

⁷ *Id.* at 43-44.

⁸ *Id.*

⁹ *Id.*; *Records*, pp. 10-12.

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 11.

¹³ *Id.*

¹⁴ *CA rollo*, p. 44; *Records*, pp. 13-14.

¹⁵ *Records*, p. 1.

¹⁶ *Id.* at 196.

¹⁷ *Id.* at 1-7.

¹⁸ *Id.* at 2.

¹⁹ *Id.*

Fausta claimed that the Deed is null and void for the following reasons: (1) it did not reflect the true agreement of the parties; (2) the parties are not the only surviving legal and compulsory heirs of Vicente (hence, preterition); (3) she was illiterate and did not understand the contents of the Deed; (4) she did not appear before the notary public who notarized the Deed, or before any notary public for that matter; (5) she did not secure a community tax certificate, contrary to what was indicated in the Deed; and (6) she was in actual physical possession of the parcels of land up to the present (time of filing of the complaint).²⁰

Despite the invalidity of the Deed, Fausta claimed that the Spouses De Vera were able to have the tax declarations under Vicente's name cancelled and to cause the issuance of new ones under their names.²¹ She repeatedly made demands for the petitioners to return the properties, but to no avail.²²

She also claimed that she suffered serious anxiety, mental anguish, and wounded feelings due to petitioners' refusal to return the properties, for which she claims moral damages and attorney's fees.²³ In her prayer for issuance of a writ of preliminary injunction or a temporary restraining order, Fausta added that the Spouses De Vera started to install fences around the properties, which denied her access to the main roads.²⁴

Petitioners initially filed a Motion to Dismiss.²⁵ They likewise filed an Opposition to the Issuance of a Writ of Preliminary Injunction or a Temporary Restraining Order.²⁶ On December 3, 2002, the RTC denied the motion to dismiss.²⁷ On the same day, it also granted the issuance of a temporary restraining order.²⁸ Notably, the parties subsequently agreed to dispense with the issuance of a writ of preliminary injunction.²⁹

Petitioners then filed their Answer³⁰ contending that: (1) the Deed was valid and binding and does not appear to have been tainted with fraud and deceit; (2) there was compliance with the requirements of publication and registration of extrajudicial settlement of estates; (3) the allegations of deceit, false pretense, and fraudulent misrepresentation were mere conjectures and surmises; (4) Genaro, who was not mentioned in the complaint, also signed the Deed as Fausta's co-vendor; and (5) the allegations of preterition were

²⁰ Id. at 2-3.

²¹ Id. at 3.

²² Id. at 3-4.

²³ Id. at 4.

²⁴ Id. at 5.

²⁵ Id. at 21-26.

²⁶ Id. at 27-30.

²⁷ Id. at 58.

²⁸ Id. at 59.

²⁹ Id. at 64.

³⁰ Id. at 76-79; Filed on July 15, 2003.

unfounded as none of the other heirs alleged to have been preterited joined Fausta in filing the case.³¹ They also prayed for the award of moral and exemplary damages, and attorney's fees.³²

In support of her claim, Fausta³³ and her daughter Lourdes C. Lopez (Lourdes) took the witness stand. Fausta testified that she was 84 years old at the time of the execution of the Deed and that she was illiterate.³⁴ She had been in possession of the two parcels of land since the death of their parents.³⁵ She denied selling the properties to the Spouses De Vera or receiving any amount from them.³⁶

She also stated that her children were not with her when petitioners deceived her into affixing her thumbmark and failed to explain the contents of the Deed.³⁷ Lourdes corroborated Fausta's testimony.³⁸ She added (also in rebuttal of the opposing parties' witnesses) that she was not present during the execution of the Deed and just learned from her mother that the properties were already bought.³⁹

Meanwhile, Fausta died on October 30, 2002.⁴⁰ On June 1, 2004, the RTC granted the motion to revive the case and the substitution of Fausta's heirs, namely: Gaudencio G. Diaz, Sr., Alfonso C. Diaz, and Lourdes (collectively, heirs).⁴¹

On the other hand, Eugenio and Valentino took the witness stand for the defense. Both of them admitted that Fausta was unable to read and write.⁴² They likewise stated that Lourdes was present during the affixture of the thumbmark but there was no need for her to be made a witness to the Deed or assist Fausta in its execution.⁴³

³¹ Id. at 76-77.

³² Id. at 77-78.

³³ Fausta testified on January 19, 2000, before the trial proper, by virtue of a granted motion to take advance testimony, which alleged that she is already 88 years old, weak, sickly, and might collapse at any time. *Records*, pp. 47, 55; Transcript of Stenographic Notes (TSN), January 19, 2000, pp. 1-11.

³⁴ TSN, January 19, 2000, pp. 5, 10.

³⁵ Id. at 4.

³⁶ Id. at 6, 9.

³⁷ Id. at 5-10.

³⁸ TSN, August 25, 2004, pp. 1-7; TSN, February 15, 2007, pp. 1-3; TSN, March 10, 2009, pp. 1-5; *Records*, p. 195.

³⁹ Id.

⁴⁰ *CA rollo*, p. 46; *Records*, p. 89.

⁴¹ *Records*, p. 92.

⁴² TSN, September 4, 2008, p. 4; TSN, February 7, 2008, p. 2; *CA rollo*, p. 50.

⁴³ TSN, September 4, 2008, pp. 5-7; TSN, February 7, 2008, pp. 3-4; *CA rollo*, p. 50.

Ruling of the Regional Trial Court:

On July 7, 2009, the RTC rendered its Decision⁴⁴ holding that Fausta failed to prove by preponderance of evidence that her thumbmark on the Deed was procured through deceit, false pretenses, and fraudulent misrepresentations.⁴⁵ No other evidence, except from her bare denial and Lourdes's testimony, was presented to support the claim that the Deed was unduly executed.⁴⁶ The RTC declared that she should have presented Genaro, her co-vendor in the Deed, to prove that it was unduly executed.⁴⁷

Further, the trial court found that the Spouses De Vera were able to establish that Fausta and Genaro indeed sold the properties to them, and that the Deed was properly signed and notarized in the presence of witnesses.⁴⁸ It also stated that the other heirs did not question the transaction as their shares remained under the name of Vicente, and only the shares of Fausta and Genaro were conveyed to the Spouses.⁴⁹ The dispositive portion of the RTC's Decision reads:

WHEREFORE, judgment is hereby rendered **DISMISSING** the case at bench for lack of factual and legal bases.

With costs against the plaintiffs.

SO ORDERED.⁵⁰

On December 8, 2009, Fausta's heirs filed a Notice of Appeal.⁵¹

Ruling of the Court of Appeals:

On September 26, 2013, the CA rendered the assailed Decision reversing and setting aside the RTC Decision. It ruled that the presumption of mistake or fraud under Article 1332 of the Civil Code was not overcome.⁵² Since Fausta admitted that she was illiterate at the time of the execution of the Deed, the presumption that she did not comprehend the full import of the document to which she affixed her thumbmark holds; consequently, there is fraud or mistake in the execution.⁵³

⁴⁴ *Records*, pp. 193-197

⁴⁵ *Id.* at 196.

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ *Id.* at 197.

⁴⁹ *Id.*

⁵⁰ *Id.*

⁵¹ *Id.* at 201-202.

⁵² *CA rollo*, pp. 50-53.

⁵³ *Id.*

The Spouses De Vera failed to overcome this presumption as they did not show that the Deed and its contents were fully explained to Fausta before she affixed her thumbmark.⁵⁴ Further, the CA ruled that the presumption of due execution of notarized documents is not applicable in this case.⁵⁵

The dispositive portion of the assailed Decision reads:

WHEREFORE, the appeal is **GRANTED**. The decision dated July 7, 2009 of the Regional Trial Court of Dagupan City, Branch 44 in Civil Case No. 97-01729-D is **REVERSED** and **SET ASIDE**. The Deed of Extra-Judicial Settlement Among Heirs with Absolute Sale is declared null and void. Defendant-appellees Eugenio de Vera and Rosalinda Padilla de Vera are ordered to restore the parcels of land in question to plaintiff-appellant's heirs, and to pay attorney's fees in the amount P30,000 and costs of suit.

SO ORDERED.⁵⁶

On October 24, 2013, petitioners filed a motion for reconsideration, but it was subsequently denied by the appellate court in a Resolution dated February 11, 2014.⁵⁷

Aggrieved, the Spouses De Vera elevated the case to this Court assigning the following errors:

- A. The Honorable Court of Appeals gravely erred when it reversed and set aside the Decision of the trial court a quo based on the bare and self-serving allegation of respondent deceased Fausta Catungal whose testimony was even contradicted and impeached in open court by her daughter, Lourdes C. Lopez, thus failing to meet the quantum of evidence required in civil cases, which is the [sic] preponderance of evidence;
- B. The Honorable Court of Appeals gravely erred when it shifted the burden of proof to the petitioners when the only evidence adduced by the respondent is her self-serving testimony, which was even contradicted by her daughter, Lourdes C. Lopez;
- C. The Honorable Court of Appeals gravely erred when it disregarded the public document evidencing the extra-judicial settlement among heirs with absolute sale notwithstanding its genuineness, due execution, and regularity in favor of the self-serving, bias [sic] and incredible allegations of respondent deceased Fausta Catungal.⁵⁸

⁵⁴ Id.

⁵⁵ Id.

⁵⁶ Id. at 53-54.

⁵⁷ Id. at 56-60, 69-70.

⁵⁸ *Rollo*, p. 13.

They contend that Fausta failed to overcome the required quantum of evidence as no evidence was adduced to support her complaint, except for the declaration that she is illiterate at the time of signing of the Deed; while the Spouses De Vera were able to clearly show the due execution and genuineness of the Deed.⁵⁹ They also contend that it would be incongruous for the Deed to be considered invalid as to Fausta but valid insofar as to Genaro since they both signed and executed the document.⁶⁰

They insist that Fausta should have presented Genaro to the witness stand to support her claims of fraud.⁶¹ Lourdes's testimony that the properties have already been sold likewise contradicts Fausta's claim that she (Fausta) did not know that the document wherein she affixed her thumbmark involves a transfer of ownership.⁶²

On the CA's application of Article 1332, the Spouses De Vera argue that Fausta was not able to substantiate her allegations of fraud or mistake.⁶³ Finally, they assert that the Deed, being notarized, enjoys a presumption of regularity that was not rebutted by Fausta's testimony.⁶⁴

On the other hand, in their Comment,⁶⁵ the Heirs insist that the Spouses De Vera know that Fausta was an illiterate old woman, and that she was unaccompanied at the time she affixed her thumbmark on the Deed.⁶⁶ That the witnesses to the Deed were the siblings of Eugenio and Fausta being alone at that time, constrained her to rely on the assurance of the Spouses De Vera that the document is just an evidence of indebtedness (and not an absolute sale that eventually transfers ownership).⁶⁷

Moreover, the notary public who notarized the Deed did not take the witness stand, which supports the claim that the Deed was not explained to Fausta.⁶⁸ These thus show that the Spouses De Vera failed to overcome the presumption in Article 1332 of the Civil Code when they failed to prove that the Deed was explained to Fausta.⁶⁹ Hence, the presumption operates. As Fausta's consent was obtained through fraud, deceit, or false pretense, the Deed is therefore null and void.⁷⁰ Lastly, the Heirs state that Fausta failed to

⁵⁹ Id. at 14-15.

⁶⁰ Id. at 15, 17.

⁶¹ Id. at 17.

⁶² Id. at 15.

⁶³ Id. 16-17.

⁶⁴ Id. at 18.

⁶⁵ Id. at 53-67. Filed on August 20, 2014.

⁶⁶ Id. at 58.

⁶⁷ Id. at 62.

⁶⁸ Id. at 63.

⁶⁹ Id.

⁷⁰ Id. at 63-65.

present Genaro as a witness because he was already dead during the pendency of the trial.⁷¹

The Spouses De Vera filed their Reply⁷² and reiterated that Fausta failed to establish that fraud, deceit, or undue influence vitiated her consent to the Deed.⁷³ They added that no other evidence, aside from her own allegations, was adduced to prove that Fausta was indeed illiterate and did not understand the import of the document she affixed her thumbmark on; therefore, Article 1332 may not be invoked as Fausta's inability to read and write was not convincingly established.⁷⁴ They also mentioned that it would be illogical to consider the Deed as valid as to Genaro and invalid as to Fausta as the former did not question the validity and due execution of the instrument.⁷⁵ Also, they stated that Article 1332 of the Civil Code is not applicable in this case as the Deed has two sellers, and if there was fraud or deceit, Genaro should have also questioned the same in order to protect his and Fausta's interest.⁷⁶

Issue

Considering the foregoing, the issue for the resolution of the Court boils down to whether Fausta freely gave her consent to the Deed.

Our Ruling

The issue on hand is one of fact, as the question of whether fraud attended the execution of a contract is factual in nature.⁷⁷ As a general rule, this Court is not a trier of facts, and will rely on the CA's findings of fact.⁷⁸ However, there are exceptions to this rule⁷⁹ such as when the CA's findings are contrary with that of the trial court, as in this case.

⁷¹ Id. at 65.

⁷² Id. at 135-149. Filed on October 5, 2017.

⁷³ Id. at 141-142.

⁷⁴ Id. at 143.

⁷⁵ Id.

⁷⁶ Id. at 145.

⁷⁷ See *Dela Cruz v. Spouses Sison*, 492 Phil 139, 144 (2005).

⁷⁸ *Zambales v. Zambales*, G.R. No. 216878, April 3, 2019.

⁷⁹ Id. The exceptions are: (1) when the findings are grounded entirely on speculations, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of fact are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to that of the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.

After a thorough review of the records, we affirm with modification the findings of the CA. The Deed is voidable since Fausta's consent was vitiated by fraud; consequently, the Spouses De Vera shall restore the parcels of land to Fausta's and Genaro's heirs.

The Civil Code defines a contract as "a meeting of minds between two persons whereby one binds himself, with respect to the other, to give something or to render some service."⁸⁰ Article 1318 of the Civil Code provides the essential requisites of a contract: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established.⁸¹ Consent is "manifested by the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract."⁸² To create a valid contract, the meeting of the minds must be free, voluntary, willful, and with a reasonable understanding of the various obligations the parties assumed for themselves.⁸³

Consent may be vitiated by mistake, violence, intimidation, undue influence, or fraud.⁸⁴ When consent is vitiated, the contract is voidable.⁸⁵ It is important to note that "in determining whether consent is vitiated by any of these circumstances, courts are given a wide latitude in weighing the facts or circumstances in a given case and in deciding in favor of what they believe actually occurred, considering the age, physical infirmity, intelligence, relationship, and conduct of the parties at the time of the execution of the contract and subsequent thereto, irrespective of whether the contract is in a public or private writing."⁸⁶ A voidable contract is valid and binding until annulled in a proper court action.⁸⁷

Article 1332 of the Civil Code provides for an instance where a presumption of fraud or mistake might arise in the matter of giving consent to a contract. It states:

Article 1332. When one of the parties is unable to read, or if the contract is in a language not understood by him, and mistake or fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former.

⁸⁰ CIVIL CODE, Art. 1305.

⁸¹ CIVIL CODE, Art. 1318.

⁸² CIVIL CODE, Art. 1319.

⁸³ *The Roman Catholic Church, Represented by the Archbishop of Caceres v. Pante*, 685 Phil 470, 478 (2012).

⁸⁴ CIVIL CODE, Art. 1330.

⁸⁵ CIVIL CODE, Arts. 1330, 1390.

⁸⁶ *Mangahas v. Brobio*, 648 Phil 560, 567-568 (2010).

⁸⁷ CIVIL CODE, Art. 1390.

Relevantly, the case of *Leonardo v. Court of Appeals*⁸⁸ provides:

Thus, in case one of the parties to a contract is unable to read and fraud is alleged, the person enforcing the contract must show that the terms thereof have been fully explained to the former. Where a party is unable to read, and he expressly pleads in his reply that he signed the voucher in question “without knowing (its) contents which have not been explained to him,” this plea is tantamount to one of mistake or fraud in the execution of the voucher or receipt in question and the burden is shifted to the other party to show that the former fully understood the contents of the document; and if he fails to prove this, the presumption of mistake (if not fraud) stands unrebutted and controlling.⁸⁹

When one of the contracting parties is unable to read or is otherwise illiterate, and fraud is alleged, a presumption that there is fraud or mistake in obtaining consent of that party arises. Article 1332 offers protection to contracting parties that are unfortunate and disadvantaged to be illiterate and unable to read.⁹⁰ It contemplates a situation where “a contract is entered into but the consent of one of the contracting parties is vitiated by mistake or fraud committed by the other.”⁹¹ This provision also modifies the principle that a party is presumed to know the contents and import of a document to which he affixed his signature.⁹²

Initially, for the protection afforded by Article 1332 to be operative, the contracting party who alleges that there is any defect or vitiated consent must establish the same by full, clear and convincing evidence.⁹³ The party must show that his personal circumstances warrant the application of Article 1332; he must show, by clear and convincing evidence, that he is unable to read at the time of execution of the contract.⁹⁴ It is only then that the presumption in Article 1332 will arise and the burden will shift to the other contracting party to rebut it.⁹⁵

To rebut the presumption, the other contracting party must show, by clear and convincing evidence, that the terms and contents of the contract were explained to the contracting party who is unable to read.⁹⁶ Naturally, the burden to show that the other party fully understood the contract is on the party that seeks to enforce the contract.⁹⁷

⁸⁸ 481 Phil 520 (2004).

⁸⁹ Id. at 531. Citations omitted.

⁹⁰ Id.

⁹¹ Id.

⁹² Id. at 530-531. See *Mayor v. Belen*, 474 Phil 630, 639 (2004).

⁹³ *Leonardo v. Court of Appeals*, supra note 88, at 532.

⁹⁴ Id.

⁹⁵ Id.

⁹⁶ Id. at 531. See *Repuela v. Spouses Larawan*, 802 Phil 821, 836 (2016); see *Mayor v. Belen*, supra note 92, at 639.

⁹⁷ See *Mayor v. Belen*, supra note 92, at 639.

In the case at bench, the Court finds that Fausta was able to establish that she was unable to read at the time of the execution of the Deed due to her illiteracy. She stated in her testimony taken on January 19, 2000 that she was an illiterate person.⁹⁸ The relevant portion of her testimony states:

ATTY. PALMA:

xxx

Q Do you know how to read?

A That's why they deceived me because I don't know how to read and write. I am an illiterate person. My father died when I am still young and we were the one[s] who supported our mother.⁹⁹

x x x x

In addition, Lourdes's testimony corroborated that of Fausta's. She testified that Fausta was illiterate at the time of the execution of the Deed. She stated, in two instances, that:

ATTY. PALMA:

x x x x

Q Can she read?

ATTY. RAMOS:

The question is leading, your Honor.

COURT:

Answer.

WITNESS:

[Lourdes] No, sir.

ATTY. PALMA:

Q Why do you say that she cannot read?

A She didn't know how to write, sir.

Q She cannot write?

A Yes, sir.¹⁰⁰

x x x x

ATTY. PALMA:

x x x x

Q Eugenio de Vera testified that your mother the late Fausta Catungal secured or [was] getting a community tax certificate, what can you say to that?

[Lourdes] It is not true, sir. My mother could not write.¹⁰¹

⁹⁸ TSN, January 19, 2000, p. 5.

⁹⁹ Id.

¹⁰⁰ TSN, August 25, 2004, p. 5.

¹⁰¹ TSN, March 10, 2009, p. 3.

Furthermore, Eugenio and Valentino, in their testimonies, admitted that they knew that Fausta was illiterate at the time of the execution of the Deed. The relevant portions of their testimonies state:

ATTY. PALMA:

x x x x

Q She is illiterate and she does not know how to read and write, is it not[?]

[Y]ou know that.

[Eugenio] Yes, sir.¹⁰²

x x x x

ATTY. PALMA:

xxx

Q Fausta Catungal is an illiterate woman, is it not?

[Valentino] Yes.¹⁰³

Based on the foregoing, the testimonies of Fausta and Lourdes as bolstered by the admissions of Eugenio and Valentino preponderantly established that Fausta was illiterate at the time of the execution of the Deed. She was unable to read and write.

Therefore, the presumption of fraud or mistake mentioned in Article 1332 of the Civil Code becomes operative for the benefit of Fausta. To rebut this presumption, the Spouses De Vera must show, by clear and convincing evidence, that the contents of the Deed were sufficiently explained to Fausta at that time. In this regard, they have failed.

Fausta testified that her children (specifically Lourdes, among others) were not present during the execution of the Deed and that its contents were not explained to her when she affixed her thumbmark on it:

ATTY PALMA:

xxx

Q Do you recall now if Eugenio de Vera and his wife, Rosalia de Vera asked you to thumbmark this document?

[Fausta] Yes sir, I asked if my right or left hand, and he got my right hand and affixed my thumbmark.

Q Your children were not there?

A Yes, sir.¹⁰⁴

x x x x

ATTY. MARTIN:

xxx

¹⁰² TSN, September 4, 2008, p. 4.

¹⁰³ TSN, February 7, 2008, p. 2.

¹⁰⁴ TSN, January 19, 2000, pp. 8-9.

Q When you affixed your thumbmark, they explained to you, is it not?
[Fausta] No, sir.¹⁰⁵

The records failed to show that the Spouses De Vera satisfactorily explained to Fausta the contents of the Deed. That she was allegedly present during the execution of the Deed does not mean that they explained to her the contents when she affixed her thumbmark to the Deed. Thus, we agree with the CA that the Spouses De Vera failed to rebut the presumption under Article 1332 of the Civil Code. Consequently, we hold that Fausta's consent to the Deed was vitiated and must perforce be annulled.

Finally, although notarized documents enjoy the presumption of regularity and are accorded evidentiary weight as regards their due execution,¹⁰⁶ this presumption, however, may be rebutted by clear and convincing evidence.¹⁰⁷ Nevertheless, we agree with the CA's pronouncement that this presumption finds no application in this case because the regularity of the execution of the Deed was challenged.¹⁰⁸

As already discussed, Fausta was able to prove that she was illiterate and that the contents of the Deed were not explained to her when she affixed her thumbmark, thereby making the presumption of fraud or mistake under Article 1332 of the Civil Code operative. The Spouses failed to rebut this by clear and convincing evidence. Consequently, fraud or mistake was present. Therefore, the Deed, despite being notarized, was defective. The Deed cannot enjoy the presumption of regularity as it was alleged and proven that the consent of one of the parties was vitiated.

As Fausta's consent was vitiated, the Deed is hereby annulled. The Spouses De Vera must perforce restore the parcels of land covered in the Deed to Fausta's and Genaro's heirs, respectively.

WHEREFORE, the Petition is hereby **DENIED**. The assailed September 26, 2013 Decision and February 11, 2014 Resolution of the Court of Appeals in CA-G.R. CV No. 94480 are **AFFIRMED** with **MODIFICATION** in that, in addition to restoring the parcels of land to the heirs of Fausta Catungal and paying attorney's fees of ₱30,000.00 and costs of suit, the petitioner-spouses Eugenio de Vera and Rosalia Padilla de Vera are likewise ordered to restore the parcels of land pertaining to Genaro Catungal covered in the same *Deed of Extrajudicial Settlement Among Heirs with Absolute Sale* to his respective heirs.


¹⁰⁵ Id. at 10.

¹⁰⁶ *Tortona v. Gregorio*, G.R. No. 202612, January 17, 2018.

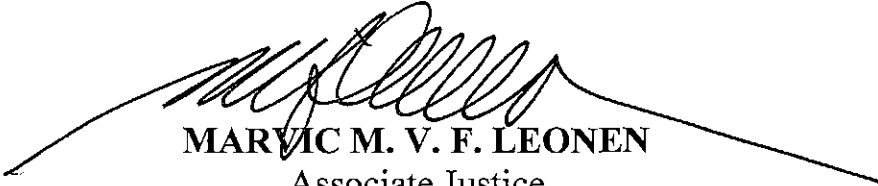
¹⁰⁷ Id.


¹⁰⁸ See *Mayor v. Belen*, supra note 92, at 640.


SO ORDERED.


RAMON PAUL L. HERNANDO
Associate Justice

WE CONCUR:


MARVIC M. V. F. LEONEN
Associate Justice
Chairperson


HENRI JEAN PAUL B. INTING
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP Y. LOPEZ
Associate Justice

A T T E S T A T I O N

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.



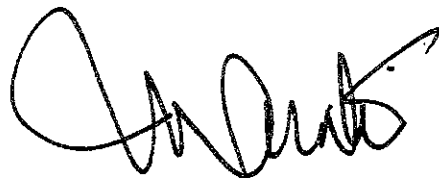
MARVIC M. V. F. LEONEN

Associate Justice

Chairperson

C E R T I F I C A T I O N

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.



DIOSDADO M. PERALTA

Chief Justice