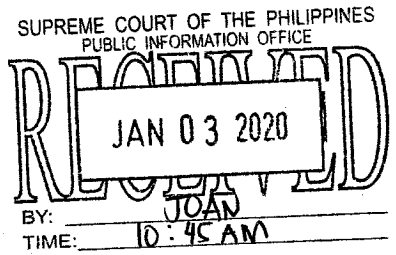




Republic of the Philippines
Supreme Court
Manila



THIRD DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **November 20, 2019**, which reads as follows:

“G.R. No. 235695 (*Joel Go v. Wilfredo Aquino, Enrico Aquino, Wilhelmina Aquino, Ceferino Aquino, Jr., Joselito Aquino, Lourdita Aquino-Tan and Nelia Aquino-Cortez*)- This is an appeal by *certiorari* seeking to reverse and set aside the March 27, 2017 Decision¹ and October 27, 2017 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 105047. The CA set aside the February 27, 2015 Decision³ of the Regional Trial Court of San Fernando City, La Union, Branch 28 (RTC), which declared the Deed of Absolute Sale dated June 29, 1995 valid and binding, and ordered the reformation of several deeds of sale.

Antecedents

Judy S. Aquino (*Judy*) was the owner of an unregistered parcel of land located in Panicsican, San Juan, La Union, consisting of approximately 4,251 square meters, under Tax Declaration No. 93-032-14207-R (*the lot*).⁴

On June 29, 1995, Judy sold to Anacleta Aquino, Lourdita Aquino-Tan, and Nelia Aquino-Cortez (*respondents*) the 1,000-square meter (*subject property*) portion of her unregistered property for a consideration of ₱500,000.00. The 800-squaremeter portion lies on the eastern part of the land, alongside the national road, and the 200-squaremeter portion is situated along a private road on the southern part of the land, alongside the national road. The sale was embodied in a Deed of Absolute Sale⁵ describing the area sold as follows:

¹ CA *rollo*, pp. 152-167; penned by Associate Justice Zenaida T. Galapate-Laguilles with Associate Justices Japar B. Dimaampao and Franchito N. Diamante, concurring.

² Id. at 202-203.

³ Records, pp. 403-409; penned by Judge Victor M. Vilorio.

⁴ Id. at 6.

⁵ Id. at 7-8.

A portion of the 4,251 sq. meters parcel of Orchard, Sandyland and Residential Land consisting of 1,000 sq. meters, 800 sq. meters of which shall be taken from the front portion and the remaining 200 sq. meters shall be taken from the back, with the following boundaries, to wit: On the North by Faustino P. Paa; East by National Rd; South by Private Rd and on the West by Geronimo Gaerlan. Declared under Tax Declaration No. 93-032-14207-R in the name of Judy S. Aquino.⁶

Unknown to respondents, on January 22, 1996, Judy sold to Joel Go (*petitioner*) a portion in the western part of the lot consisting of 2,300 square meters with a 4-meter wide right of way from the east, along the national road, which traversed the subject property. The transaction was embodied in a Deed of Absolute Sale,⁷ which states:

x x x x

That for and in consideration of the sum of TWENTY THOUSAND PESOS (P20,000.00), Philippine currency paid to me at my entire satisfaction by MR. JOEL GO, xxx do hereby SELL, TRANSFER, and CONVEY by way of Absolute Sale unto the said JOEL GO, his heirs, assigns, and successors-in-interest the TWO THOUSAND[,] THREE HUNDRED (2,300) sq.m. more or less the WESTERN PORTION (sandy land) of the above-described property, free from all liens and encumbrances of whatever kind;

That the Vendor Judy Aquino agrees to give a four (4) meters right of way from the national highway to the portion sold, free of charge, the Vendor will not put any walls of barriers of the same.⁸

Nine days later, Judy sold to a certain Marilyn Q. Pabillo (*Pabillo*) another portion of the western part of the lot consisting of 235 square meters with a 4-meter wide right of way from the national road.⁹ The 235-square meter portion was subsequently bought by petitioner as per Tax Declaration No. 21374.¹⁰

On September 5, 1996, Judy together with Enrico, Jocelyn and Joselito, Jr., all surnamed Aquino, mortgaged the eastern part of the lot comprising of 1,715 square meters, including the land where her house stands, to the Rural Bank of Santol. Notably, the mortgage included the portion of the subject property that Judy previously sold to respondents.¹¹ The mortgage was subsequently cancelled upon full payment of the loan.¹²

⁶ *Rollo*, p. 45; records, p. 7.

⁷ Records, p. 258.

⁸ *Id.*

⁹ *Id.* at 257.

¹⁰ *Rollo*, p. 46.

¹¹ *Rollo*, p. 46; Records, p. 340.

¹² Records, p. 346.

Subsequently, in February 1997, Judy sold to petitioner under a Deed of Sale with Right to Repurchase¹³ the same unregistered 1,715-square meter portion. Again, this sale included the subject property which Judy previously sold to respondents. The February 1997 Deed of Sale with a Right to Repurchase stated:

A parcel of land (res., orchard, & sandy land) located at Panicsican, San Juan, La Union containing an area of 1,715 sq.m., more or less covered under Tax Declaration No. 21159 in the name of Judy Aquino, bounded on the north by Faustino P. Paa; on the south by Private Road; on the east by the National Road; and on the west by Marilyn Pabillo, declared and assessed by the Office of the Provincial Assessor of La Union for the current year in the amount of ₱9,540.00, Phil. currency.¹⁴

In May 1997, while respondents were fencing the subject property, Pascual Sagun, Jr. (*Sagun, Jr.*), petitioner's representative, appeared and informed them that the subject property was already owned by petitioner. Alarmed by such claim, on August 22, 1997, respondents registered their June 29, 1995 Deed of Absolute Sale over the subject property in the Registry of Deeds of La Union and in Tax Declaration No. 21159.¹⁵

On September 25, 1997, respondents filed a Complaint for Quieting of Title, Removal of Clouds, and Reformation of the Deed of Absolute Sale¹⁶ against petitioner, Judy and Pabillo before the RTC. The husband of Pabillo was later on included as co-defendant. Respondents prayed that the RTC renders judgment quieting their legal ownership and possession over the 1,000 square-meter subject property under the June 29, 1995 Deed of Absolute Sale; to remove clouds on the property by declaring the subsequent transactions void insofar as they affect the subject property; declare the 800 and the 200-squaremeter portions of the subject property as contiguous to each other; and order the reformation of the deed of absolute sale to conform to the real intention and actual agreements of the parties.¹⁷

Meanwhile, when Judy failed to exercise her right of repurchase, on October 2, 1997, she executed a Deed of Absolute Sale with Right to Repurchase¹⁸ confirming the transfer of the 1,715-squaremeter property in favor of Joel, which still included the 1,000-squaremeter subject property.¹⁹

¹³ Id. at 342-343.

¹⁴ Id. at 342.

¹⁵ *Rollo*, p. 46.

¹⁶ Records, pp. 14-18.

¹⁷ Id. at 17-18.

¹⁸ Id. at 10-11.

¹⁹ Id. at 347; *CA rollo*, p. 155.

In his Answer,²⁰ Joel claimed that he is a buyer in good faith because when he purchased the 2,300-squaremeter and the 1,715-squaremeter lots from Judy, which included the subject property, there was no record of any sale or any other encumbrance affecting the property.²¹

Judy, on the other hand, filed a Motion to Dismiss²² dated December 4, 1997 before the RTC. After nearly eight (8) years, or on July 29, 2005, the RTC issued an Order²³ denying Judy's motion to dismiss. Five years later, or on August 13, 2010, the RTC issued an Order²⁴ declaring Judy, Pabillo and her husband in default for their failure to file their respective answers.²⁵

The RTC Ruling

In its February 27, 2015 Decision, the RTC dismissed the complaint. It held that to avail of the remedy of quieting of title, there must be an instrument, record, claim, encumbrance, or proceeding, which casts a cloud, doubt, question or shadow over the owner's title. The RTC reasoned that the deeds of absolute sale of petitioner, and Pabillo, do not constitute a cloud or cast a doubt upon the title or portion of the property of respondents. Rather, the uncertainty only arose from the failure to fix the boundary of their respective properties. It concluded that since there was merely a boundary dispute, an action to quiet title under Rule 64 was not the proper remedy.²⁶

Aggrieved, respondent appealed before the CA.

The CA Ruling

In its March 27, 2017 Decision, the CA granted the appeal and reversed and set aside the February 27, 2015 Decision of the RTC. It accepted respondents' appeal even though the appellant's brief was filed one (1) day late in the interest of substantial justice and since no material injury was caused against petitioner. The CA explained that the deeds of absolute sale executed in favor of petitioner clearly cast a doubt on the subject property because these written contracts are adverse claims which were apparently valid, but are, in truth and in fact, invalid, ineffective, voidable or unenforceable due to the overlapping descriptions in the muniments described

²⁰ Id. at 42-45.

²¹ *Rollo*, p. 51.

²² Records, pp. 50-52.

²³ Id. at 87-88.

²⁴ Id. at 149.

²⁵ *Rollo*, p. 51.

²⁶ Id. at 69-71.

therein. Thus, there is a clear case for quieting of title over the subject property, and not merely a boundary dispute.²⁷

The CA underscored that the subject property and the assailed deeds of absolute sale cover unregistered lands, hence, Act No. 3344 is applicable. It highlighted that respondents were the first buyers of the subject property, thus, Judy was no longer the owner of the said property when she subsequently sold the same to petitioner.²⁸ Thus, respondents were the rightful owners of the subject property and the clouds over it must be removed. The CA thus ordered the reformation of the June 29, 1995 Deed of Absolute Sale and the other instruments to reflect the actual agreement of the parties. The dispositive portion of the CA Decision reads:

FOR THESE REASONS, the appeal is **PARTLY GRANTED**. The February 27, 2015 Decision of the Regional Trial Court, Branch 28, San Fernando City, La Union, is **SET ASIDE**. Judgment is hereby rendered as follows:

- (1) Declaring the Deed of Absolute Sale dated June 29, 1995 between Judy Aquino and the plaintiffs-appellants valid and binding;
- (2) Declaring the Deed of Sale with Right to Repurchase dated January 22, 1996, the Deed of Absolute Sale dated February 1997 and the Deed of Absolute Sale dated October 1997 between Judy Aquino and Joel Go, and the Deed of Absolute Sale between Judy Aquino and Marilyn Pabillo and husband, including the right of way provided therein, void insofar as the foregoing documents affect plaintiffs-appellants' ownership of the 1,000 square-meter lot;
- (3) Declaring that the 4,251 square-meter land is owned by the following parties in these proportions:
 - (a) 1,000 square-meters (consisting of 800 square meters located alongside the national road and 200 square meters adjacent to it, alongside a private road) is owned by the plaintiffs-appellants;
 - (b) the remaining portion is owned by Joel Go;
- (4) Ordering the reformation of the Deed of Sale dated June 29, 1995 to reflect the actual agreement of the parties that the 800 and the 200 square-meter portions are contiguous to each other;
- (5) Ordering the reformation of the Deeds of Sale between Judy Aquino and Joel Go to conform to the Deed of Sale dated June 29, 1995; and
- (6) Remanding this case to the trial court for purposes of causing the resurvey of the area to identify the respective portions of the parties, and determining the extent and actual value of the improvements introduced by

²⁷ CA rollo, pp. 162-163.

²⁸ Id. at 163.

Joel Go on the 1,000 square-meter portion owned by the plaintiffs-appellants, as well as determining the respective rights and obligations of the parties pursuant to the provisions of the Civil Code on building in good faith or bad faith.

This Decision is without prejudice to the filing of any action which Joel Go may maintain against Judy Aquino.

SO ORDERED.²⁹

Petitioner filed a motion for reconsideration but it was denied by the CA in its October 27, 2017 Resolution.

Hence, this petition raising the following issues:

I.

THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN GIVING DUE COURSE TO RESPONDENTS' [APPEAL] DESPITE THEIR UTTER FAILURE TO FILE THEIR APPELLANT'S BRIEF ON TIME;

II.

THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN FINDING THAT THE DEED OF SALE DATED JUNE 29, 1995 BETWEEN JUDY GO AND RESPONDENTS IS VALID AND BINDING THEREBY VOIDING THE SALE OF THE 1,000-SQUARE METER PORTION OF THE SUBJECT LOT TO PETITIONER;

III.

THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN ORDERING THE REFORMATION OF THE DEED OF (SIC) SALE DATED JUNE 29, 1995 BETWEEN JUDY GO AND RESPONDENTS; AND

IV.

THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN REMANDING THE CASE TO THE TRIAL COURT FOR PURPOSES OF CAUSING THE RESURVEY OF THE AREA, DETERMINING THE EXTENT AND VALUE OF THE IMPROVEMENTS INTRODUCED BY PETITIONER ON THE 1,000-SQUARE METER PORTION OF THE LOT, AND DETERMINING THE RIGHTS AND OBLIGATION OF THE PARTIES THERETO.

²⁹ Id. at 166-167.

[V.]

THE HONORABLE COURT OF APPEALS SERIOUSLY ERRED IN FAILING TO RULE THAT THE REGIONAL TRIAL COURT HAS NO JURISDICTION ON THE SUBJECT CASE.³⁰ (*italics in the original*)

Petitioner argues that the CA should not have accepted the appeal of respondents because the appellants' brief was filed out of time; that the sale of the subject property between Judy and respondents was void because the June 29, 1995 Deed of Absolute Sale was only signed by Judy; and that the RTC did not have jurisdiction over the action for quieting of title because the assessed value of the subject property was only ₱2,437.07.

In their Comment *Ad Cautelam* with Prayer for Outright Dismissal,³¹ respondents countered that the CA properly accepted their appeal because of substantial justice; that the title over the subject property in favor of respondents was already settled by the RTC and the CA, thus, it cannot be questioned anymore by petitioner; and that the RTC had jurisdiction over the action for quieting of title because the assessed value of the lot, which includes the subject property, was ₱47,000.00.

In his Reply *Ad Cautelam*,³² petitioner reiterated that the RTC had no jurisdiction to try and hear the action for quieting of title of respondents because the assessed value of the subject property was only ₱2,437.07.

The Court's Ruling

The petition is bereft of merit.

The procedural rules were properly relaxed

Petitioner argues that the CA seriously erred in accepting the appellants' brief even though it was filed one (1) day late from the extended period on April 5, 2016.

The expiration of the time to file brief, unlike lateness in filing the notice of appeal, appeal bond or record on appeal is not a jurisdictional matter and may be waived by the parties. It is sufficient ground for extending the time where the delay in filing the brief was caused in part by a misunderstanding of counsel, and in part by appellant's inability, *because of*

³⁰ *Rollo*, pp. 21-22.

³¹ *Id.* at 105-113.

³² *Id.* at 118-129.

his poverty, to obtain the money necessary to pay the expenses of the appeal. Similarly, where the question raised is of sufficient importance to require an examination of the record, the late filing of the brief may be forgone. This is especially true, where there is no showing or assertion whatsoever of any intent to delay on the part of the appellant. Dismissal of appeals purely on technical grounds is frowned upon where the policy of the courts is to encourage ought not to be applied in a very rigid, technical sense; rules of procedure are used only to help secure not override substantial justice. If a technical and rigid enforcement of the rules is made, their aim would be defeated.³³

In this case, the CA properly held that in the higher interest of justice and since the appellants' brief was only delayed one (1) day, the better course of action was to admit the said brief. Further, petitioner failed to prove that he suffered material injury or that his cause was prejudiced because of the late submission by respondents of the appellants' brief.

The action to quiet title was proper; respondents have a better right over the subject property

The Court agrees with the CA that the complaint of quieting of title was the correct action filed by respondents because the said deeds of absolute sale obviously cast a cloud over the title of respondents, thus, should be adjudicated under Rule 63 of the Rules of Court.

An action to quiet title or to remove the clouds over a title is a special civil action governed by the second paragraph of Section 1, Rule 63 of the Rules of Court. Specifically, an action for quieting of title is essentially a common law remedy grounded on equity. The competent court is tasked to determine the respective rights of the complainant and other claimants, not only to put things in their proper place, to make the one who has no rights to said immovable respect and not disturb the other, but also for the benefit of both, so that he who has the right would see every cloud of doubt over the property dissipated, and he could afterwards without fear introduce the improvements he may desire, to use, and even to abuse the property as he deems best. For an action to quiet title to prosper, two indispensable requisites must concur, namely: (1) the plaintiff or complainant has a legal or an equitable title to or interest in the real property subject of the action; and (2) the deed, claim, encumbrance, or proceeding claimed to be casting cloud on

³³ *The Government of the Kingdom of Belgium v. Court of Appeals*, 574 Phil. 380, 390 (2008); citing *Gregorio v. CA*, 164 Phil. 129, 137 (1976).

his title must be shown to be in fact invalid or inoperative despite its *prima facie* appearance of validity or legal efficacy.³⁴

Here, respondents have a valid ownership and possession over the subject property, consisting of 1,000 square meters, as evidenced by a Deed of Absolute Sale dated June 29, 1995. This satisfies the first requisite of an action to quiet title. On the other hand, there are several written deeds that cast a cloud or doubt on the title of respondents, to wit: the January 22, 1996 Deed of Absolute Sale in favor of petitioner; the deed of sale in favor of Marilyn Pabillo; the September 5, 1996 Deed of Mortgage in favor of the Rural Bank of Santol, Inc.; the February 1997 Deed of Sale with Right to Repurchase in favor of petitioner; and the October 2, 1997 Deed of Absolute Sale in favor of petitioner. All of these written instruments cast a cloud on the title of respondents over the subject property. Accordingly, an action to quiet title is the proper remedy to remove such clouds over the title.

The respondents are the true and rightful owners and possessors of the subject property.

The subject property is an unregistered land. In sales involving unregistered lands, the buyer merely steps into the shoes of the seller. The buyer only acquires the latter's interest in the property sold³⁵ without prejudice to a third person who has a better right. The registration of the sale covering unregistered land and the good faith of the parties are immaterial.

Under Act No. 3344, registration of instruments affecting unregistered lands is "without prejudice to a third party with a better right." The aforementioned phrase has been held by this Court to mean that the mere registration of a sale in one's favor does not give him any right over the land if the vendor was not anymore the owner of the land having previously sold the same to somebody else even if the earlier sale was unrecorded.³⁶ Section 113(b) of Presidential Decree No. 1529 reiterates this rule with respect to unregistered lands:

Section 113. *Recording of instruments relating to unregistered lands.* x x x

(b) If, on the face of the instrument, it appears that it is sufficient in law, the Register of Deeds shall forthwith record the instrument in the manner provided herein. In case the Register of Deeds refuses its administration to record, said official shall advise the party in interest in writing of the ground or grounds for his refusal, and the latter may appeal the matter to the

³⁴ *Filipinas Eslon Manufacturing Corp. v. Heirs of Llanes*, G.R. No. 194114, March 27, 2019.

³⁵ See *Carumba v. Court of Appeals*, 142 Phil. 537, 540 (1970).

³⁶ *Radiowealth Finance Co. v. Palileo*, 274 Phil. 516, 521 (1991).

Commissioner of Land Registration in accordance with the provisions of Section 117 of this Decree. **It shall be understood that any recording made under this section shall be without prejudice to a third party with a better right.** (emphasis supplied)

The issue of good faith or bad faith of a buyer is relevant only where the subject of the sale is a registered land but not where the property is an unregistered land. One who purchases an unregistered land does so at his peril. His claim of having bought the land in good faith, *i.e.*, without notice that some other person has a right to, or interest in, the property, would not protect him if it turns out that the seller does not actually own the property.³⁷

In this case, it must only be determined who has the right over the unregistered subject property. The said property was first sold by Judy to respondents on June 29, 1995. Thereafter, Judy sold the western portion of the 2,300-squaremeter lot to petitioner later on January 22, 1996. This portion had a right of way which traversed the subject property of respondents. Subsequently, on February 18, 1997, Judy sold another 1,750-square meter portion of the lot to petitioner, which included the subject property of respondents, and the sale was confirmed on October 2, 1997.

Evidently, when Judy sold the other portions of the lot to petitioner, which traversed or included the subject property of respondents, she was no longer the owner of the subject property having sold it to respondent on June 29, 1995. Certainly, the principle *nemo dat quod non habet* applies.³⁸ One cannot give what he does not own. Hence, not being the owner of the subject property, Judy could not have transferred said property to petitioner. As a result, respondents have a better right and title over the subject property. All subsequent deeds that cast a doubt on the superior title of respondents must be set aside.

The sale between Judy and respondents is valid

Petitioner attempts to discredit the title of respondents over the subject property by attacking the validity of the June 29, 1995 Deed of Absolute Sale in favor of respondents. However, as properly held by the CA, the validity of respondents' title was already settled by the RTC. In its February 27, 2015 Decision, although it held that there was a mere boundary dispute, the RTC nonetheless ruled that respondents had a title over the subject property. Thus, the CA deemed it proper not to disturb the findings of the trial court with respect to the validity of respondents' title.

³⁷ *Municipal Rural Bank of Libmanan, Camarines Sur v. Ordoñez*, 841 SCRA 75, 88 (2017).

³⁸ *Nicolas v. Mariano*, 792 Phil. 54, 68 (2016).

Nevertheless, even if the Court entertains the issue raised by petitioner, the same is without merit.

Under Article 1319 of the Civil Code, there is a perfected contract when “the meeting of the offer and the acceptance upon the thing and the cause which are to constitute the contract.” From the time a party accepts the other party’s offer to sell within the stipulated period without qualification, a contract of sale is deemed perfected.³⁹

Jurisprudence states that it is the meeting of the minds of the parties that perfects the contract of sale, and not the fixing of the signature of the parties in the written instrument. In *People’s Industrial and Commercial Corp. v. Court of Appeals*,⁴⁰ it was held that under the law, there is a binding contract between the parties whose minds have met on a certain matter notwithstanding that they did not affix their signatures to its written form. This doctrine was reiterated in *Gabelo v. Court of Appeals*,⁴¹ where the Court stated that:

Anent petitioners’ submission that the sale has not been perfected because the parties have not affixed their signatures thereto, suffice it to state that under the law, the meeting of the minds between the parties gives rise to a binding contract although they have not affixed their signatures to its written form.⁴²

Further, in *Traders Royal Bank v. Cuison Lumber Co., Inc.*,⁴³ the Court ruled that the attendant circumstances, not merely the failure to affix the signature of the parties, must be examined whether there has been a concurrence of the minds, to wit:

All these cases illustrate the rule that the concurrence of the offer and acceptance is vital to the birth and the perfection of a contract. The clear and neat principle is that the offer must be certain and definite with respect to the cause or consideration and object of the proposed contract, while the acceptance of this offer — express or implied — must be unmistakable, unqualified, and identical in all respects to the offer. **The required concurrence, however, may not always be immediately clear and may have to be read from the attendant circumstances; in fact, a binding contract may exist between the parties whose minds have met, although they did not affix their signatures to any written document.**⁴⁴ (emphasis supplied)

³⁹ *Gabelo v. Court of Appeals*, 374 Phil. 733, 739 (1999).

⁴⁰ 346 Phil. 189 (1977).

⁴¹ Supra note 39.

⁴² Id. at 740.

⁴³ 606 Phil. 700 (2009).

⁴⁴ Id. at 715-716.

Here, although the June 29, 1995 Deed of Absolute Sale only contained the signature of Judy and not of respondents, the Court finds that there has been a meeting of the minds between the said parties due to the attendant circumstances of the case.

Upon the execution of the sale, respondents paid the ₱500,000.00 price of the sale to Judy, as evidenced by several checks.⁴⁵ After the execution of the sale, respondents registered the June 29, 1995 Deed of Absolute Sale in the Registry of Deeds of La Union on August 22, 1997. Further, they also went to the Office of the Provincial Assessor of La Union to have the same deed annotated in Tax Declaration No. 21159 covering the subject property. In addition, they had a caretaker, the sister of Lourdita Aquino-Tan, who possessed the subject property on behalf of respondents.⁴⁶ They also paid the capital gains tax, documentary stamp tax, and transfer tax regarding the June 29, 1995 Deed of Absolute Sale.⁴⁷ They even started fencing the property but were prevented by Sagun, Jr., petitioner's representative. Lastly, respondents filed this complaint for quieting of title before the RTC to protect their rights as owners of the subject property.

All of these attendant circumstances undoubtedly show that Judy offered the subject property for sale on June 29, 1995 and respondents accepted the offer. Thus, the contract of sale of the subject property was perfected. The lack of signature of respondents on the deed of absolute sale is inconsequential in affecting the validity of the contract because there had already been a meeting of the minds.

Glaringly, the same January 22, 1996 Deed of Absolute Sale in favour of petitioner, consisting of the 2,300-squaremeter western portion of the lot, only contains the signature of Judy.⁴⁸ **It does not bear the signature of petitioner.** It is bewildering that petitioner argues that the sale to respondents is void for their lack of signature, yet, in another breath, insists that the sale in his favor is valid even without his signature.

Verily, the Court is convinced that the lack of signature of the buyers in the deeds of sale prepared by Judy is only a matter of form, which is trivial and innocuous, and does not contradict the meeting of the minds of the parties. Thus, the validity of the June 29, 1995 Deed of Absolute Sale is upheld and respondents have a better title over the subject property than petitioner.

⁴⁵ Records, pp. 260-261.

⁴⁶ TSN, March 22, 2013, p. 16.

⁴⁷ Id. at 14.

⁴⁸ Rollo, p. 72.

The RTC had jurisdiction over respondents' complaint

In his last ditch attempt to nullify all the proceedings, petitioner assails for the first time on appeal the jurisdiction of the RTC. He claims that the RTC did not have jurisdiction over the action for quieting of title because the assessed value of the subject property was ₱2,437.07.

The Court finds that it is too late for petitioner to question the jurisdiction of the RTC because he is guilty of laches.

As a general rule, lack of jurisdiction over the subject matter may be raised at any time, or even for the first time on appeal. An exception to this rule is the principle of estoppel by laches.⁴⁹

Estoppel by laches may only be invoked to bar the defense of lack of jurisdiction if the factual milieu is analogous to *Tijam v. Sibonghanoy*.⁵⁰ In said case, lack of jurisdiction was raised for the first time after almost fifteen (15) years the questioned ruling had been rendered and after the movant actively participated in several stages of the proceedings. It was only invoked, too, after the CA rendered a decision adverse to the movant.

In *Figueroa v. People*,⁵¹ it was ruled that the failure to assail jurisdiction during trial is not sufficient for estoppel by laches to apply. When lack of jurisdiction is raised before the appellate court, no considerable length of time need elapse for laches to apply. Laches refers to the negligence or omission to assert a right within a reasonable length of time, warranting a presumption that the party entitled to assert it either has abandoned it or declined to assert it.

In this case, the Complaint for Quieting of Title, Removal of Clouds, and Reformation of the Deed of Absolute Sale was filed on September 25, 1997. However, it was when the CA rendered its March 27, 2017 Decision, which was adverse to petitioner, that the latter suddenly raised the issue of lack of jurisdiction over the subject property in his Petition for Review on *Certiorari* filed on December 18, 2017.⁵² Manifestly, it took petitioner more than twenty (20) years before raising the issue of lack of jurisdiction. Petitioner's negligence to assert his purported right within a reasonable length of time shows that he has either abandoned such right or declined to assert it. As petitioner is guilty of laches, he cannot anymore raise the ground of lack of jurisdiction over the subject property.

⁴⁹ *Sps. Erorita v. Sps. Dumlao*, 779 Phil. 23, 29-30 (2016).

⁵⁰ 131 Phil. 556 (1968).

⁵¹ 580 Phil. 58 (2008).

⁵² *Rollo*, p. 16.

Final note

This petition stemmed from respondents' complaint, which was filed on September 25, 1997. However, it was only on February 27, 2015 that the RTC finally promulgated its decision. It took the trial court more than eighteen (18) years before it could adjudicate the said case. A review of the records shows that the delay was caused by the belated resolution of the parties' motions and the lethargic setting of the trial period. Conspicuously, it was only on February 18, 2013, or more than sixteen (16) years after the complaint was filed, when the case was first set for trial in the RTC. The Court sternly reminds our trial courts to remain vigilant on the plight of our litigants.

As oft stated, justice delayed is justice denied. The honor and integrity of the judiciary is measured not only by the fairness and correctness of the decisions rendered, but also by the efficiency with which disputes are resolved. Judges are therefore mandated to perform their duties with utmost diligence in order to preserve the confidence of the public in the judiciary.⁵³

WHEREFORE, the petition is **DENIED**. The March 27, 2017 Decision and October 27, 2017 Resolution of the Court of Appeals in CA-G.R. CV No. 105047 are **AFFIRMED** *in toto*.

SO ORDERED." (Leonen, J., on Official Business per Special Order No. 2737 dated November 8, 2019; Lazaro-Javier, J., designated as Additional Member per Special Order No. 2728 dated October 25, 2019, on Wellness Leave.)

Very truly yours,

Misael D. Batt
MISAELO DOMINGO C. BATTUNG III
Deputy Division Clerk of Court

gm
12/17/19

⁵³ Request of Judge Batingana for Extension of Time to Decide Crim. Case No. 4745-05, 625 Phil. 30, 32 (2010).

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