

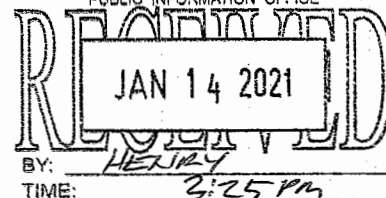


Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE



Sirs/Mesdames:

Please take notice that the Court, Third Division, issued a Resolution dated **July 15, 2020**, which reads as follows:

“G.R. No. 230656 (*Dominador Vicente v. Spouses Carmelito and Marcelina Bermudez, The Registrar, Registry of Deeds of Santiago City.*) - Assailed in this Appeal by *Certiorari* are the May 19, 2016 Decision¹ and January 31, 2017, Resolution² respectively, by the Honorable Court of Appeals (CA) in CA-G.R. CV No. 101710 where the appellate court dismissed the appeal of the petitioner, thereby affirming the Decision of the Regional Trial Court, Santiago City, Branch 35(RTC) in Civil Case No. 35-3673 ordering the dismissal of the Complaint for Quieting of Title, Recovery of Possession, Accounting and Damages for lack of merit.

The Antecedents

The CA summarized the factual antecedents and procedural matters in its assailed Decision as follows:

The case originated from a Complaint for quieting of title, recovery of possession, accounting, and damages filed by [petitioner] before the Regional Trial Court of Santiago City. Said Complaint was raffled to Branch 35, Regional Trial Court of Santiago City.

[Petitioner] alleged that he was the lawful owner of a parcel of land known as Lot 3828-B situated in the Barrio of Cebu, San Isidro, Isabela with an area of eighteen thousand four hundred fifty-five (18,455) square meters and covered by Transfer Certificate of Title (TCT) No. T-91452 (SC-23503) (“subject property”, for brevity). The assessed value of the subject property was thirty-four thousand eight hundred twenty pesos (PhP34,820.00).

It was also averred by [petitioner] that he entered into a verbal contract of “*salda patay*” (or mortgage agreement) with his sister, Marcelina Bermudez, and his brother-in-law, Carmelito Bermudez,

¹ *Rollo*, pp. 34-52; penned by Associate Justice Maria Elisa Sempio Diy with Associate Justices Ramon M. Bato, Jr., and Manuel M. Barrios, concurring.

² *Id.* at 53-58.

("Spouses Bermudez", for brevity). In said verbal contract, the subject property was used as security for [petitioner's] loans. The contracting parties agreed, among others, that the fruits from the subject property would be applied as payment for [petitioner's] loans until said loans are fully satisfied. And thereafter, the Spouses Bermudez had the obligation to turn over the owner's duplicate of TCT No. T-91452 (SC-23503) and the possession of the subject property to [petitioner].

According to [petitioner], the Spouses Bermudez have never made an accounting of the fruits of the subject property since 1999. [Petitioner] estimated that the Spouses Bermudez have acquired a total of four million thirty-nine thousand two hundred pesos (PhP4,039,200.00) in fruits from the subject property.

[Petitioner] asseverated that the Spouses Bermudez caused the annotation of an adverse claim at the dorsal portion of TCT No. T-91452 (SC-23503), claiming that they (the Spouses Bermudez) were the owners of the subject property. Said adverse claim created a cloud on the title of [petitioner] so the latter demanded for the return of the subject property and an accounting of the fruits derived therefrom. Although [petitioner] made earnest efforts to reach a compromise with the Spouses Bermudez, said efforts proved to be futile as the Spouses Bermudez refused to cooperate.

As a consequence, [petitioner] prayed for: (1) an accounting of the fruits from the subject property; (2) the return of the owner's duplicate copy of TCT No. T-91452 (SC-23503) and the possession of the subject property to [petitioner]; (3) the cancellation of the adverse claim of the Spouses Bermudez; and (4) the award of moral and exemplary damages as well as attorney's fees.

The Spouses Bermudez filed a Motion to Dismiss on the ground of lack of cause of action against the Spouses Bermudez since Perlita Lagmay, wife of [petitioner] was not impleaded.

In the Order dated March 31, 2011, the trial court cited the Integrated Bar of the Philippines (IBP) Memorandum restraining the filing of a motion to dismiss. Meanwhile, the defense manifested that it will be filing its answer.

The Spouses Bermudez filed their Answer with Counterclaim, admitting only the personal circumstances of the parties and denying the material allegations of the Complaint.

In their Answer, the Spouses Bermudez countered that [petitioner] and Perlita Lagmay ("the Spouses Vicente", for brevity) obtained a loan in the amount of two hundred fifty thousand pesos (PhP250,000.00) from them (the Spouses Bermudez). One of the terms of said loan was that the Spouses Vicente were obligated to surrender their owner's duplicate copy of TCT No. T-91452 (SC-23503) as well as the possession of the subject property. It was further agreed upon by the contracting parties that the Spouses Bermudez would till the subject property, plant *palay*, defray [all farming] expenses, and collect the fruits derived from such property until such time that the Spouses Vicente could fully pay their loan.

It was further stated that instead of paying their loan, the Spouses Vicente demanded for additional loans from the Spouses Bermudez and

used the subject property as collateral for said loans. Said loans of the Spouses Vicente reached an aggregate amount of five hundred six thousand nine hundred thirteen pesos (PhP506,913.00), as evinced by a handwritten list of loans.

The Spouses Bermudez claimed that on January 27, 2001, the Spouses Vicente decided to sell the subject property to them (the Spouses Bermudez). The agreed purchase price of the subject property was five hundred forty thousand pesos (PhP540,000.00). The Spouses Bermudez only paid the amount of thirty-three thousand eighty-seven pesos (PhP33,087.00) since the outstanding loan of the Spouses Vicente amounted to five hundred six thousand nine hundred thirteen pesos (PhP506,913.00).

According to the Spouses Bermudez, they engaged the services of geodetic engineer Engr. Felix O. Yodyod to conduct a relocation survey of the subject property. As part of his services, Engr. Felix Yodyod prepared the Deed of Absolute Sale. The Spouses Vicente voluntarily signed said deed in the presence of two (2) instrumental witnesses. Subsequently, Engr. Felix Yodyod took the owner's duplicate copy of TCT No. T-91452 (SC-23503), the Deed of Absolute Sale, and other documents for the relocation survey and the transfer of the subject property to the Spouses Bermudez. However, Engr. Felix Yodyod was unable to continue the relocation survey since he initially misplaced the Deed of Absolute Sale. On February 4, 2011, the Spouses Bermudez wrote a letter addressed to Engr. Felix Yodyod, demanding for the return of the Deed of Absolute Sale. On February 9, 2011, Engr. Felix Yodyod caused the notarization of the Deed of Absolute Sale and gave said deed to [respondent] Carmelito Bermudez.

The Spouses Bermudez riposted that the Complaint did not state a cause of action since Perlita Lagmay was not impleaded as a plaintiff. The subject property is presumed to be conjugal property and consequently, Perlita Lagmay stands to benefit or be injured by the judgment in the instant case *a quo*. In addition, [petitioner] did not pay the correct docket fees.

As counterclaim, the Spouses Bermudez demanded for the payment of moral damages and attorney's fees.

[Petitioner] filed a "Reply with Answer to Counterclaim", denying the allegations in the answer. According to [petitioner], the subject property formed part of his exclusive property. As for the payment of docket fees, [petitioner] claimed that he was only demanding for the return of the overpayment after an accounting has been made. With respect to the counterclaim, [petitioner] countered that the same should be denied.

Pre-trial was conducted and a Pre-trial Order dated June 30, 2011 was issued.

The parties made the following stipulations of fact:

1. That Lot 3828-B in question is covered by TCT No. T-91452 (SC-23503) in the name of petitioner Dominador Vicente married to Perlita Lagmay;
2. That Lot 3828-B in question is also covered [sic] TD No. 08-28-0003-00152 in the name of Dominador Vicente;

3. That Lot 3828-B[,] with an area of 18,455 square meters equivalent to 1.8 hectares located in Cebu, San Isidro, Isabela, is an agricultural land planted with *palay* twice a year with a average harvest of 160 *cavans* of *palay* per cropping;
4. That the defendants Sps. Bermudez are presently in possession and tillage of the land in question; and
5. Dominador Vicente and Marcelina Bermudez are brothers and sisters [*sic*].

Trial then ensued.

[Petitioner] presented two (2) witnesses.

The first witness presented was [petitioner] himself. His testimony is summarized in this wise:

The subject property used to be part of Lot 3828, which was owned by the father of [petitioner] and [respondent] Marcelina Bermudez. Lot 3828 was subdivided into Lot 3828-A and Lot 3828-B (the subject property). Lot 3828-A is registered in the name of [respondent] Marcelina Bermudez while the subject property is registered in the name of [petitioner], as evinced by Transfer Certificate of Title (TCT) No. T-91452.

[Petitioner] contracted several loans from [respondent] Marcelina Bermudez. Sometime in 1997, [petitioner] mortgaged the subject property to [respondent] Marcelina Bermudez. The written agreement covering the same was kept by [respondent] Marcelina Bermudez since she had been listing the loans obtained by [petitioner]. At that time, [petitioner] did not surrender his owner's duplicate copy of TCT No. T-91452. [Petitioner] only discovered that his owner's duplicate copy of TCT No. T-91452 was in the possession of the Spouses Bermudez when therein [respondent] Carmelito Bermudez registered his adverse claim on said title. Apparently, [respondent] Marcelina Bermudez asked for the owner's duplicate copy of TCT No. T-91452 from [petitioner's] wife, Perlita Lagmay.

Thereafter, [petitioner] instituted the instant case to recover the title and possession of the subject property.

[Petitioner] denied selling the subject property. He claimed that the signatures appearing in the "*Catulagan ti Pinagbinnulod*" (or written agreement) and Deed of Absolute Sale were forgeries. He also denied appearing before the notary public.

The second and last witness for the plaintiff was Jaime Garcia, a person who tilled the land near the subject property. The parties made the following stipulations regarding said witness' testimony: (1) the average harvest was 100 to 150 *cavans* per cropping per hectare; and (2) the weight of newly harvested *palay* was 50 kilos. Thereafter, the testimony of Jaime Garcia was dispensed with.

After the termination of the testimony of Jaime Garcia, [petitioner] filed his Formal Offer of Evidence, offering the following documents:

- a) [C]ertified true copy of the Transfer Certificate of Title (TCT) No. T-91452 (SC-23503) registered in the name of "Dominador Vicente x x x married to Perlita Lagmay x x x";
- b) Tax Declaration (TD) No. 08-28-0003-00152 of the subject property with Property Identification No. 011-28-0003-003-34 in the name of Dominador Vicente;
- c) Official Receipt No. PGI 0054174 dated January 20, 2011, acknowledging receipt of the amount of six hundred twenty-six pesos and 76/100 centavos (PhP626.76) from Dominador Vicente as partial payment for real property tax of the subject property for the calendar year 2011;
- d) Official Receipt No. PGI 0054173 dated January 20, 2011, acknowledging the receipt of the amount of five thousand fourteen pesos and 96/100 centavos (PhP5,014.96) from Dominador Vicente as full payment for the real property taxes of the subject property for the calendar years 2006-2010;
- e) [C]ertified true copy of Transfer Certificate of Title (TCT) No. T-91451 covering Lot 3828-A which is registered in the name of "Marcelina Vicente xxx married to Carmelito Bermudez"; and
- f) Letter dated April 10, 2013, written by Provincial Manager Rocky L. Valdez of the National Food Authority (NFA) Isabela Provincial Office, Santiago City;

In the Order dated June 25, 2012, Exhibits "A" to "D", "F", and "G" including their submarkings were admitted by the trial court.

The defense thereafter presented its evidence.

The first witness for the defense was herein [respondent] Marcelina Bermudez. Her testimony is summarized in this wise:

Sometime in 1997, [petitioner] and Perlita Lagmay executed the "*Catulagan ti Pinagbinnulod*" (or written agreement). In said agreement, the Spouses Bermudez loaned [petitioner] the amount of two hundred thousand pesos (PhP200,000.00) while the Spouses Bermudez tilled the subject property for two (2) years or four (4) croppings. [Petitioner] and Perlita Lagmay then surrendered the owner's duplicate copy of TCT No. T-91451 to the Spouses Bermudez. Thereafter, Perlita Lagmay approached the Spouses Bermudez, asking for an additional loan of fifty thousand pesos (PhP50,000.00). After two (2) years, [petitioner] did not return the money so the Spouses Bermudez continued to till the subject property.

From 1998 to 2001, [petitioner] and Perlita Lagmay obtained several additional loans from the Spouses Bermudez, as

evinced by a handwritten list of loans signed by Perlita Lagmay. Subsequently, [petitioner] offered to sell the subject property to [respondent] Marcelina Bermudez for the amount of five hundred forty thousand pesos (PhP540,000.00). Considering that [petitioner] owed the Spouses Bermudez the amount of five hundred six thousand nine hundred thirteen pesos (PhP506,913.00), [respondent] Marcelina Bermudez only paid thirty-three thousand eighty-seven pesos (PhP33,087.00) on January 27, 2001, as evinced by the signature of Perlita Lagmay appearing on the handwritten list of loans.

Sometime in 2004, the Spouses Bermudez approached Engr. Felix Bermudez, inquiring how to transfer the subject property in the name of their son, Carmelito Bermudez, Jr. Consequently, Engr. Felix Yodyod prepared the Deed of Absolute Sale. [Petitioner] and Perlita Lagmay signed said Deed of Absolute Sale in the house of the Spouses Bermudez. Meanwhile, Engr. Felix Yodyod was unable to transfer the subject property in the name of Carmelito Bermudez, Jr. The Deed of Absolute Sale was notarized on February 4, 2011 and was signed by Arsenio Ramos (respondent Marcelina Bermudez's nephew by affinity and a witness in said deed) on February 9, 2011.

[Petitioner] filed a case against [respondent] Marcelina Bermudez, denying that he sold the subject property to her. Thus, [respondent] Carmelito Bermudez registered his adverse claim over the subject property.

[Respondent] Marcelina Bermudez identified the following documents: (1) "*Catulagan ti Pinagbinnulod*"; (2) handwritten list of loans; (3) Deed of Absolute sale; and (4) Affidavit of Adverse Claim.

The second and last witness for the defense was Engr. Felix Yodyod, a geodetic engineer. His testimony is summarized in this wise:

Engr. Felix Yodyod prepared the Deed of Absolute Sale dated February 9, 2011 upon the request of the Spouses Bermudez. The February 9, 2011 Deed of Absolute Sale was signed by [respondent], Perlita Lagmay, and Engr. Felix Yodyod sometime in 2004 while Arsenio Ramos (a witness in said deed) signed said deed in 2011. According to Engr. Felix Yodyod, said Deed of Absolute Sale was notarized by Atty. Wilfredo Ambrosio, who at that time was already in a wheelchair.

Engr. Felix Yodyod identified the following documents: (1) his Judicial Affidavit dated February 5, 2013; and (2) the Deed of Absolute Sale dated February 9, 2011.

The defense filed its "Formal Offer of Exhibits", offering the following:

- a) "*Catulagan ti Pinagbinnulod*" dated June 7, 1997, entered into by and between Dominador Vicente Sr., Perlita L. Vicente, Carmelito Bermudez Sr., and Marcelina V. Bermudez;

- b) [C]ertified true copy of Transfer Certificate of Title (TCT) No. T-91452 (SC-23503) registered in the name of "Dominador Vicente x x x married to Perlita Lagmay x x x";
- c) handwritten list of loans prepared by Mely Vicente;
- d) Deed of Absolute Sale dated February 9, 2011, executed by Dominador Vicente as vendor with the marital consent of Perlita Lagmay, and Carmelito Bermudez, Jr., as vendee, married to Irene A. Bermudez;
- e) Affidavit of Adverse Claim executed by Carmelito B. Bermudez, Sr. on February 4, 2011;
- f) Letter dated February 4, 2011, written by Atty. Lucky M. Damasen addressed to Engr. Felix O. Yodyod; and
- g) Judicial Affidavit of Engr. Felix O. Yodyod dated February 5, 2013.³ (citations omitted)

Thereafter, the RTC rendered its Decision dated September 2, 2013 ruling in favor of respondents and against petitioner. The dispositive portion reads:

WHEREFORE, in view of the following consideration the instant case is hereby DISMISSED for lack of merit. No other pronouncement.

SO ORDERED.⁴

Unsatisfied with the RTC's disquisition, petitioner appealed the case before the CA alleging that the trial court erred in ordering the dismissal of the case.

As stated, the CA dismissed the appeal and affirmed the Order of dismissal of the trial court. The CA held that petitioner failed to present the preponderance of evidence required to establish the material allegations of the complaint. As regards the noted irregularities in the acknowledgment and the notarization, the appellate court stood firm in validity of the sale between petitioner and respondents citing the presumption of regularity afforded to official conduct. The CA ruled thus:

WHEREFORE, premises considered, the instant Appeal filed by [petitioner] Dominador Vicente is **DENIED**. The assailed Decision dated September 2, 2013 of Branch 35, Regional Trial Court of Santiago City in Civil Case No. 35-3673 entitled "*Dominador Vicente [v.] Spouses Carmelito and Marcelina Bermudez, The Register of Deeds of Santiago City*" is **AFFIRMED** in accordance with the pronouncements in this Decision.

SO ORDERED.⁵

³ Id. at 35-44.

⁴ Id. at 44.

⁵ Id. at 52.

Hence, this recourse.

In its Appeal by *Certiorari*, petitioner raises the following assignments of error:

I.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED WHEN IT RULED THAT THE PETITIONER FAILED TO ESTABLISH A *PRIMA FACIE* CASE FOR QUIETING OF TITLE DESPITE THE EXISTENCE OF EVIDENCE CLEARLY SHOWING THE CLOUD TO THE TITLE OF THE PETITIONER;

II.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED WHEN IT GAVE THE DEED OF ABSOLUTE SALE DATED 9 FEBRUARY 2011 THE PRESUMPTION OF REGULARITY DESPITE PROOF THAT IT IS BRIMMING WITH INCONCISTENCIES AND IRREGULARITIES.⁶ (boldface omitted)

Simply, petitioner assails the CA's reliance on the Deed of Absolute Sale when it ruled against his cause. Petitioner insists on the forgery of the signatures in the Deed of Absolute Sale and the irregularities in the notarization process that would lead to its invalidity.

On the other hand, respondents maintain that the lower courts were correct in ordering the dismissal of the case as petitioner lacked sufficient evidence to support his claim; Moreso, that his claim of forgery was not supported by any proof. Lastly, they claim that the presumption of regularity would shield the contract from all attacks made by the petitioner.

Synthesizing the issues and allegations of the parties, the sole issue for disposition is whether or not the lower courts erred in ordering the dismissal of the Complaint for Quieting of Title, Recovery of Possession, Accounting and Damages.

The Ruling of the Court

The petition lacks merit.

First, it must be remembered that an Appeal by *Certiorari* under Rule 45 of the Rules of Court only entertains questions of law and not questions of fact. This is very clear in Section 1, Rule 45, thus:

⁶ Id. at 19.

Section 1. Filing of petition with Supreme Court. — A party desiring to appeal by certiorari from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Court of Tax Appeals, the Regional Trial Court or other courts, whenever authorized by law, may file with the Supreme Court a verified petition for review on certiorari. The petition may include an application for a writ of preliminary injunction or other provisional remedies and **shall raise only questions of law, which must be distinctly set forth.** The petitioner may seek the same provisional remedies by verified motion filed in the same action or proceeding at any time during its pendency. (emphasis supplied)

The distinction between questions of law and questions of fact is not lost to this Court and in fact, has been jurisprudentially settled, thus:

x x x, A question of law arises when there is doubt as to what the law is on a certain state of facts, while there is a question of fact when the doubt arises as to the truth or falsity of the alleged facts. For a question to be one of law, the same must not involve an examination of the probative value of the evidence presented by the litigants or any of them. The resolution of the issue must rest solely on what the law provides on the given set of circumstances. Once it is clear that the issue invites a review of the evidence presented, the question posed is one of fact. *Thus, the test of whether a question is one of law or of fact is not the appellation given to such question by the party raising the same; rather, it is whether the appellate court can determine the issue raised without reviewing or evaluating the evidence, in which case, it is a question of law; otherwise it is a question of fact.*⁷ (emphasis supplied)

Here, petitioner is clearly asking this Court to once again sift through the records, reread the testimonies of the witnesses, re-examine the documentary evidence presented, re-calibrate them and assign the respective probative value for each. Clearly, this is a classic instance of a question of fact as it involves the re-examination of the evidence presented and the appeal cannot be settled without delving into factual matters. While this dictum is not cast in stone and the Court has recognized certain exceptions to the said rule,⁸ the Court finds that none of the exceptions are present in this case. On this score alone, the appeal should be dismissed.

⁷ *Tongonan Holdings and Development Corporation v. Atty. Escaño, Jr.*, 672 Phil. 747, 756 (2011). citing *Republic of the Philippines v. Malabanan*, 646 Phil. 631, 637-638 (2010).

⁸ In *Cosmos Bottling Corporation v. Nagrama, Jr.*, 571 Phil. 281, 298-299 (2008); the Court listed the following exceptions to the rule, thus: (a) when the inference made is manifestly mistaken, absurd or impossible; (b) when there is a grave abuse of discretion; (c) when the finding is grounded entirely on speculations, surmises or conjectures; (d) when the judgment of the Court of Appeals is based on misapprehension of facts; (e) when the findings of fact are conflicting; (f) when the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee; (g) when the findings of the Court of Appeals are contrary to those of the trial court; (h) when the findings of fact are conclusions without citation of specific evidence on which they are based; (i) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties and which, if properly considered, would justify a different conclusion; and (j) when the findings of fact of the Court of Appeals are premised on the absence of evidence and are contradicted by the evidence on record.

Secondly, even if the Court relaxes its rules to accommodate the appeal, the Court will reach the same conclusion as that of the lower courts. It must not be forgotten that the Court is not a trier of fact and as a rule, the Court would defer to the lower courts' appreciation and evaluation of evidence.⁹ Unless petitioner would point to facts and circumstances that would warrant the re-evaluation of the facts presented, the Court would respect the lower court's factual finding and treat them with finality especially when such factual findings were affirmed by the appellate court.¹⁰ Hence, the factual contentions of petitioners should be disregarded.

Lastly, even if we indulge petitioner and rule on his protestations, the same conclusion would be reached. In *Spouses Pamplona v. Spouses Cueto*,¹¹ the Court laid down the basic foundation of civil litigations, thus:

At the start, the Court reiterates the general proposition that is true in all civil litigations that *the burden of proof lies in the party who asserts, not in the party who denies because the latter*, by the nature of things, cannot produce any proof of the assertion denied. *Equally true is the dictum that mere allegations cannot take the place of evidence.* The party making an allegation in a civil case has the burden of proving the allegation by preponderance of evidence. In this connection, *preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term "greater weight of evidence" or "greater weight of credible evidence."*(citations omitted emphasis supplied)

Here, petitioner alleges that the Deed of Absolute Sale is a nullity because: (a) their signatures were forged; and (b) there were irregularities in the notarization. Both allegations do not affect the validity of the absolute deed of sale. As pointed out by the CA, petitioner did not prove the fact of forgery. Neither did he present samples of their signatures which the alleged forged signatures could be compared to. It must be remembered that allegations are not equivalent to proof. Here, nothing was presented to corroborate, or at least establish the fact of forgery.

As regards the irregularities in the notarization, the same does not affect the validity of the deed of sale. Even assuming that there is a defect in the notarization, it merely lessens its evidentiary value but does not make the document invalid, thus:

⁹ *Microsoft Corporation v. Farajallah*, 742 Phil. 775, 785 (2014).

¹⁰ See *Illusorio v. Court of Appeals*, 441 Phil.335, 345 (2002).

¹¹ G.R. No. 204735, 856 SCRA 33 (2018).

It must be remembered, however, that “the absence of notarization of the deed of sale would not invalidate the transaction evidenced therein”; it merely “reduces the evidentiary value of a document to that of a private document, which requires proof of its due execution and authenticity to be admissible as evidence[.]” “A defective notarization will strip the document of its public character and reduce it to a private instrument. Consequently, when there is a defect in the notarization of a document, the clear and convincing evidentiary standard normally attached to a duly-notarized document is dispensed with, and the measure to test the validity of such document is preponderance of evidence.”¹²

Here, the testimony of the respondent clearly established all the elements of a valid contract; that in consideration of the loans taken by petitioner from the respondent, the former agreed to transfer the property to the latter. Also, the receipt signed by petitioner’s wife collaborates the consideration of the contract. The list of loans as well as the receipt are sufficient pieces of evidence that would derail petitioner’s cause of action.

Lastly, neither would the wrong name of petitioner’s wife in the deed of sale be a valid ground to invalidate the contract. It may, however, be a ground to merely reform the contract in order to reflect the true intentions of the parties.

Considering all the above arguments, the CA did not err in affirming the trial court in ordering the dismissal of the complaint.

WHEREFORE, the Court **DENIES** the petition and **ORDERS** the petitioner to **PAY** the costs of the suit.

SO ORDERED.”

By authority of the Court:

Misael Domingo C. Battung III
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court
GSR
11/16/20

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¹² *Diamnoc v. Buenaventura*, 828 Phil. 479, 489 (2018).

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The Presiding Judge
REGIONAL TRIAL COURT
Branch 35, 3311 Santiago City
(Civil Case No. 35-3673)

The Registrar
REGISTER OF DEEDS
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