

FIRST DIVISION

[G.R. No. 116018, November 13, 1996]

**NELIA A. CONSTANTINO, PETITIONER, VS. COURT OF APPEALS,
AURORA S. ROQUE, PRISCILLA S. LUNA AND JOSEFINA S.
AUSTRIA, RESPONDENTS.**

D E C I S I O N

BELLOSILLO, J.:

JOSEFA TORRES died intestate leaving a parcel of land located at Balagtas, Bulacan. Among her heirs are respondents Aurora S. Roque, Priscilla S. Luna and Josefina S. Austria. Sometime in 1984, the heirs of Josefa Torres, as vendors, and petitioner Nelia A. Constantino, as vendee, entered into a contract to sell a parcel of land with a total land area of two hundred and fifty (250) square meters. The lot, owned in common by the Torres heirs, is being occupied by petitioners' mother and sister. An adjoining lot, also co-owned by the heirs, is being occupied by spouses Severino and Consuelo Lim. Pursuant to their agreement, the heirs authorized petitioner to prepare the necessary *Deed of Extrajudicial Settlement of Estate with Sale*.

After having the document drafted - with several spaces left blank including the specification as to the metes and bounds of the land - petitioner asked the heirs to affix their signatures on the document. The heirs signed the document with the understanding that respondent Aurora S. Roque, one of the heirs, would be present when the latter would seek permission from the Bureau of Lands and have the land surveyed.

However, without the participation of any of the Torres heirs, the property was subsequently surveyed, subdivided and then covered by TCT Nos. T-292265 and T-292266. Petitioner did not furnish the heirs with copies of the *Deed of Extrajudicial Settlement of Estate with Sale* nor of the subdivision plan and the certificates of title. Upon securing a copy of the deed from the Registry of Deeds, the respondents learned that the area of the property purportedly sold to petitioner was much bigger than that agreed upon by the parties. It already included the portion being occupied by the spouses Severino and Consuelo Lim.

On 2 June 1986, private respondents sent a letter to petitioner demanding the surrender to them of the deed of settlement and conveyance, the subdivision plan and the certificates of title; but to no avail. On 25 June 1986 respondents filed with the Regional Trial Court of Bulacan an action for annulment of the deed and cancellation of the certificates of title, with prayer for recovery of damages, attorney's fees and costs of suit.^[1]

Petitioner controverted the allegations of respondents by presenting the *Deed of Extrajudicial Settlement of Estate with Sale* dated 10 October 1984 wherein respondents agreed to divide and adjudicate among themselves the inherited

property with an area of one thousand five hundred and three (1,503) square meters. In the same document, they caused the subdivision of the property into two (2) lots according to Plan No. PSD-03-009105 identified as Lot 4-A with an area of one thousand ninety-six (1,096) square meters, and Lot 4-B with an area of four hundred and seven (407) square meters, and acknowledged the sale to petitioner of said Lot 4-B. As a consequence, on 18 March 1985, the Register of Deeds issued TCT No. T-292265 in the name of the heirs of Josefa Torres and TCT No. T-292266 in the name of petitioner.

In reply, private respondents reiterated that all the heirs signed the document before the land was surveyed and subdivided, hence, there was as yet no definite area to be sold that could be indicated in the deed at the time of the signing. They also claimed that they were not notified about the survey and the subdivision of the lot and therefore they could not have agreed on the area supposedly sold to petitioner. The respondent heirs insist that they could not have agreed to the extent of the area actually reflected in the deed because it included the portion being occupied by the Lim spouses, which was already the subject of a previous agreement to sell between them and their predecessor.

The trial court entertained serious doubts with respect to the preparation and due execution of the *Deed of Extrajudicial Settlement of Estate with Sale* taking into account that (a) while petitioner claimed that all the heirs signed before the notary public and in her presence, she was not able to enumerate all the signatories to the document; (b) while petitioner claimed that the document was signed only after the survey of the land was completed, or on 10 October 1984, such fact was negated by her own witness who testified that the survey was conducted only on 16 October 1984; and, (c) while petitioner alleged that the document was signed and notarized in Manila no explanation was offered why the same could not have been signed and notarized in Bulacan where notaries public abound which could have been less inconvenient to the parties concerned. Additionally, the trial court relied heavily on the assertions of respondents as reflected in their demand letter that they did not give their consent to the sale of Lot 4-B.

Thus, on the basis of the evidence on record, the trial court on 27 September 1990 ordered the annulment and cancellation of the *Deed of Extrajudicial Settlement of Estate with Sale*, TCT Nos. T-292265 and T-292266 and Subdivision Plan No. PSD-03-009105. It also ordered petitioner to pay private respondents P50,000.00 for moral damages, P15,000.00 for attorney's fees, and to pay the costs of suit.^[2]

On 16 March 1994 respondent Court of Appeals sustained the decision of the trial court,^[3] and on 20 June 1994 denied the motion to reconsider its decision.^[4]

Petitioner faults respondent Court of Appeals: (a) for disregarding documentary evidence already presented, marked and identified on a purely technical ground, and (b) for concluding that the *Deed of Extrajudicial Settlement of Estate with Sale* did not reflect the true intent of the parties.

Petitioner argues that the trial court should not have denied her motion to admit formal offer of evidence merely on the basis of technicality such as late filing, citing *Siguenza v. Court of Appeals*.^[5] We are not persuaded. Indeed, we held in *Siguenza* that rules of procedure are not to be applied in a very rigid and technical sense as