

## TWENTY-SECOND DIVISION

**[ CA-G.R. CV NO. 02000-MIN, February 13, 2014 ]**

**HEIRS OF DANIEL AMBID AND MATILDE ROMAY REPRESENTED  
BY PATERNO AMBID, ATTORNEY-IN-FACT, PLAINTIFFS-  
APPELLEES, VS. HEIRS OF BIENVENIDO LIM AND MAMERTA  
BARDENAS, DEFENDANTS, VS. NICASIO GARAMPIEL, NORMA  
CASTOR, ELPIDIO BUENDICHO AND JULIAN MACABALES,  
VICTOR ANGELO A. GARAMPIEL, AND BEVERLY CATEDRAL-  
JAVIER, DEFENDANTS-APPELLANTS.**

### DECISION

**INTING, J.:**

Under review in this APPEAL is the Decision<sup>[1]</sup> dated December 11, 2008 of the Regional Trial Court, Branch 23, Kidapawan City in Civil Case No. 2001-21 for "*Declaration of Nullity of Deed of Sale, Annulment of Title, Reconveyance, Recovery of Possession, Delivery of Owner's Copy of Title, Accounting and Damages with Preliminary Prohibitory Injunction*".

The facts of the case are as follows:

The late Daniel Ambid (Daniel) was an applicant for homestead patent of Lot No. 211, Pls-222 (the land subject of this case) located at Buluan, Tulunan, Cotabato and containing an area of ten (10) hectares more or less. The application was filed on January 21, 1948.

On January 22, 1955, Daniel transferred his homestead rights to Braulio Cathedral (Braulio) for a consideration of P500.00. However, the transfer was not approved by the Bureau of Lands. Consequently, the patent was approved and Original Certificate of Title (OCT) No. V-8800<sup>[2]</sup> was issued on May 11, 1956 in the name of Daniel, and not Braulio. On May 4, 1961, Daniel borrowed from the Development Bank of the Philippines (DBP) the sum of P1,700.00. He signed a promissory note<sup>[3]</sup> together with his wife, Matilde Romay Ambid. The loan was also secured by a mortgage<sup>[4]</sup> on the land covered by OCT No. V-8800.

On May 22, 1968, Daniel and Matilde executed a deed of sale<sup>[5]</sup> of the subject land covered by OCT No. V-8800 in favor of Bienvenido Lim for P15,000.00. As a consequence, Transfer Certificate of Title (TCT) No. T-49020<sup>[6]</sup> was issued in the name of Bienvenido, married to Mamerta Bardenas Lim. On October 8, 1977, Bienvenido died intestate. His widow, Mamerta, then executed an affidavit of adjudication<sup>[7]</sup> wherein she adjudicated the entire lot to herself. Subsequently, Mamerta sold a portion of the land to Elpidio Buendicho as evidenced by a document denominated as deed of sale with assumption of mortgage<sup>[8]</sup> and executed on July 28, 1986. Elpidio paid the loan to the DBP consisting of the principal sum and interests in the total amount of P25,000.00. The mortgage debt secured by the

subject land was also cancelled. Also, Mamerta conveyed to Elpidio two (2) more hectares, more or less, of the subject land after the latter paid an additional amount of P30,000.00.

Before the sale with assumption of mortgage to Elpidio was executed, Mamerta had sold<sup>[9]</sup> five (5) hectares of the subject lot to Braulio Cathedral on June 29, 1980. Braulio subsequently sold<sup>[10]</sup> a more or less one (1) hectare portion of the lot he bought from Mamerta to Julian Macabales. At present, Macabales is the one in possession of that portion.

Mamerta also sold a portion of about 20,000 square meters of the subject land to spouses Leonardo Castor and Norma Nazareno<sup>[11]</sup>.

Despite all of the abovementioned contracts of sale, TCT No.T-49020 in the name of Bienvenido Lim was never cancelled.

On November 10, 2001, plaintiffs-appellees, the heirs of Daniel Ambid and Matilde Romy, through their attorney-in-fact Paterno Ambid<sup>[12]</sup>, filed a complaint<sup>[13]</sup> for declaration of nullity of deed of sale, annulment of title, reconveyance, recovery of possession, delivery of owner's copy of title, accounting and damages with preliminary prohibitory injunction before the RTC. The complaint was amended on November 27, 200<sup>[14]</sup> and January 3, 2002<sup>[15]</sup>, respectively. Plaintiffs-appellees alleged that the deed of sale executed on May 22, 1968 between the spouses Daniel and Matilde Ambid and Bienvenido Lim is a nullity from the beginning because the signature of Daniel Ambid was a forgery and that the signature of Matilde was procured through fraudulent means considering that she had died on August 27, 1948 or twenty (20) years prior to the execution of such deed; that since Matilde had already died, the subject land had become an inheritance in 1948, hence the consent of plaintiffs-appellees as heirs should have been secured prior to the sale; and that the sale was also illegal because the legitime reserved for the children under the law was annulled. Furthermore, it has not been shown that TCT No. T-49020 in the name of Bienvenido Lim was ever cancelled nor were there liens and encumbrances annotated on the title. Hence, defendants-appellants' possession over the land is illegal.

In their Answer<sup>[16]</sup>, defendants-appellants countered, *inter alia*, that the claim or demand set forth in plaintiffs-appellees' pleading has long been waived or abandoned or otherwise extinguished by prescription and/or laches; that the complaint states no cause of action since they are not parties to the deed of sale dated May 22, 1968; that the deed of sale which plaintiffs-appellees sought to be nullified was produced and obtained from the custody of the Register of Deeds, hence genuine and unblemished by any alterations or circumstances of suspicion; and that therefore, it need not be proven as genuine and authentic.

Trial on the merits ensued.

On December 11, 2008, the RTC rendered a Decision in favor of herein plaintiffs-appellees, the dispositive portion of which provides:

WHEREFORE, this Court finds and so holds that plaintiffs are entitled to some of the reliefs they prayed for in their complaint. Defendants are directed to reconvey to plaintiffs portions of Lot No. 211, Pls-222

registered under TCT No. T-49020 which emanated from OCT V-8800 located at Buluan, Tulunan, Cotabato in the manner herein set forth:

Victor Garampiel-  $2.8901/10.0019 \times 3.33 = 0.9622$  hectares  
Leonardo Castor-  $1.9966/10.0019 \times 3.33 = 0.6647$  hectares  
Margarito Buendicho-  $3.25/10.0019 \times 3.33 = 1.0820$  hectares  
Julian Macabales-  $1.00/10.0019 \times 3.33 = 0.3329$  hectares  
Beverly Catedral-  $.8652/10.0019 \times 3.33 = 0.2880$  hectares

Total = 3.3298  
hectares or 3.3  
hectares

Defendants are directed to pay plaintiffs jointly and severally the sum of P20,000.00 as damages. Defendants are directed to pay jointly and severally the documentation and segregation expenses to enforce this decision.

Defendants are directed to pay costs.

SO ORDERED.

The court *a quo* ratiocinated:

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The evidence of the plaintiffs that Matilde Romay died on August 27, 1948 is given more weight than the testimonies of the witnesses for the defendants. Roberto Claud had explained that the late Matilde Romay was even buried in the land of his father. He was the one who prepared the coffin. At the time of her death Bonifacio and Paterno were still five (5) years old and two (2) years old, respectively. His version is more categorical and direct. Xxx

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Considering that there is no proof as to the property regime of spouses Ambid during their marriage, it is presumed that it is conjugal partnership of gains. Matilde Romay's estate is entitled to one-half (1/2) of Lot No. 211, Pls-222 at the time of her death on August 27, 1948. The right of Daniel Ambid to sell the parcel of land is limited to his conjugal share and his share to the estate of his late wife Matilde. Roughly computed, Daniel Ambid can lawfully sell about five (5) hectares of his conjugal share and 1.667 hectares of his share to the estate of the late wife Matilde Romay. All in all, he can only lawfully dispose 6.667 hectares.

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Lot No. 211, Pls-222 is still registered under Transfer Certificate of Title No. T-49020 in the name of Bienvenido Lim and Mamerta Bardenas. The subsequent transfer executed by Mamerta Lim to several vendees were not issued transfer certificates of title in their favor. There is therefore a need to reconvey to plaintiffs portions of Lot No. 211, Pls-222