

## THIRD DIVISION

[ G.R. No. 221071, January 18, 2017 ]

**EDDIE E. DIZON AND BRYAN R. DIZON, PETITIONERS, VS.  
YOLANDA VIDA P. BELTRAN, RESPONDENT.**

### DECISION

**REYES, J.:**

Before the Court is the petition for review on *certiorari*,<sup>[1]</sup> under Rule 45 of the Rules of Court, with prayer for the issuance of a temporary restraining order and/or writ of preliminary injunction, filed by Eddie E. Dizon (Eddie) and Bryan James R. Dizon (Bryan) (collectively, the petitioners) to challenge the Decision<sup>[2]</sup> rendered on January 23, 2015 and Resolution<sup>[3]</sup> issued on September 7, 2015 by the Court of Appeals (CA) in CA-G.R. SP No. 05256-MIN. The dispositive portion of the assailed decision reads:

WHEREFORE, the instant petition is hereby GRANTED. The Decision dated 13 June 2012 of the Regional Trial Court of Davao City, Branch 14, is REVERSED and SET ASIDE. The Decision dated 11 November 2011 of the Municipal Trial Court in Cities of Davao City, Branch 1, in Civil Case No. 21[, ]755-A-10, is REINSTATED. The Regional Trial Court of Davao City, Branch 14, is hereby ORDERED to issue a writ of execution for the enforcement of the MTCC Decision dated 11 November 2011.

SO ORDERED.<sup>[4]</sup>

The assailed resolution denied the petitioners' motion for reconsideration.

### Antecedents

Eddie started working as a seafarer in the 1980s.<sup>[5]</sup> He has two children, namely, Bryan and James Christopher R. Dizon (James).<sup>[6]</sup>

Eddie and Verona Juana Pascua-Dizon (Verona) (collectively, the Spouses Dizon) got married on March 8, 1995.<sup>[7]</sup> Verona was a housewife.<sup>[8]</sup> She and her mother, together with Bryan and James, resided in the house erected on a 240-square-meter lot (disputed property) at No. 42 Mahogany Street, Nova Tierra Subdivision, Lanang, Davao City.<sup>[9]</sup> The disputed property was covered by Transfer Certificate of Title (TCT) No. T-351707.<sup>[10]</sup> issued in 2002. The registered owners were "[Verona], married to [Eddie]."

In 2008, Verona filed before the Regional Trial Court (RTC) of Davao City a petition for the issuance of Temporary and Permanent Protection Orders against Eddie and James.<sup>[11]</sup>

On April 9, 2008, the Spouses Dizon entered into a Compromise Agreement,<sup>[12]</sup> whereby they contemplated selling the disputed property in the amount of not less than P4,000,000.00, which price shall be increased by P100,000.00 for every succeeding year until the same is finally sold. They would thereafter equally divide the proceeds from the sale.

On September 27, 2009, Eddie left the Philippines to work on board a ship.<sup>[13]</sup>

Sometime in October of 2009, Verona was confined at the Adventist Hospital in Bangkal, Davao City. She was transferred to Ricardo Limso Medical Center on November 30, 2009.<sup>[14]</sup> She died on December 8, 2009 due to cardio-respiratory arrest, with "*leukonoid reaction secondary to sepsis or malignancy (occult)*" as antecedent cause.<sup>[15]</sup>

Eddie claimed that he was unaware of Verona's hospital confinement. On December 9, 2009, his brother Jun Dizon (Jun), called him through the telephone and informed him about Verona's death. Eddie intended to promptly return to the Philippines before Verona's burial. Hence, he advised Jun to ask Verona's relatives to wait for his arrival.<sup>[16]</sup>

It took a while before Eddie's employer finally permitted him to go home. Verona was already buried before Eddie's arrival on December 21, 2009.<sup>[17]</sup>

Thereafter, a copy of a Deed of Absolute Sale (Deed),<sup>[18]</sup> dated December 1, 2009, was shown to Eddie. Its subject was the disputed property conveyed to herein respondent, Yolanda Vida P. Beltran (Vida), for P1,500,000.00.<sup>[19]</sup>

Eddie alleged that the Deed was falsified, and his and Verona's signatures thereat were forgeries.<sup>[20]</sup>

In January of 2010, Eddie filed two complaints against Vida. One was a civil case for nullification of the Deed, and for payment of damages and attorney's fees.<sup>[21]</sup> The other was a criminal complaint for falsification of public document.<sup>[22]</sup> He also caused the annotation of a notice of *lis pendens* upon TCT No. T-351707.<sup>[23]</sup>

On April 6, 2010, TCT No. T-351707 was cancelled, and in its place, TCT No. T-146-2010002236 was issued in Vida's name.<sup>[24]</sup> Eddie belatedly discovered about the foregoing fact sometime in May 2010 after Davao Light and Power Company cut off the electrical connection purportedly upon the advice of the new owner of the disputed property.<sup>[25]</sup>

### **Ruling of the Municipal Trial Court in Cities**

In June of 2010, Vida filed before the Municipal Trial Court in Cities (MTCC) of Davao City an action for unlawful detainer<sup>[26]</sup> against the petitioners, James and their unnamed relatives, house helpers and acquaintances residing in the disputed property.<sup>[27]</sup>

Vida alleged that she is the registered owner of the disputed property. While the Deed evidencing the conveyance in her favor was executed on December 1, 2009, Eddie pre-signed the same on April 9, 2008 before he left to work :abroad. The Spouses Dizon's respective lawyers witnessed the signing. After Verona's death, Vida tolerated the petitioners' stay in the disputed property. On May 18, 2010, Vida sent a formal letter requiring the petitioners to vacate the disputed property, but to no avail.<sup>[28]</sup>

The petitioners sought the dismissal of Vida's complaint arguing that at the time the Deed was executed, Verona was already unconscious. Eddie, on the other hand, could not have signed the Deed as well since he left the Philippines on September 27, 2009 and returned only on December 21, 2009. Further, Verona's signature appearing on the Deed was distinctly different from those she had affixed in her petition for the issuance of a temporary protection order and Compromise Agreement, dated March 26, 2008 and April 9, 2008, respectively. Besides, the purchase price of P1,500,000.00 was not in accord with the Spouses Dizon's agreement to sell the disputed property for not less than P4,000,000.00.<sup>[29]</sup>

On November 11, 2011, the MTCC rendered a Decision<sup>[30]</sup> directing the petitioners and their co-defendants to turn over to Vida the possession of the disputed property, and pay P1,000.00 monthly rent from July 12, 2010 until the said property is vacated, P20,000.00 as attorney's fees and cost of suit. Vida was, however, ordered to pay therein defendants P414,459.78 as remaining balance relative to the sale.<sup>[31]</sup>

The MTCC rationalized as follows:

The claim of [the petitioners] as to the falsity of the sale is a collateral attack on the generated title itself, which can only be impugned in a direct proceeding litigated for that matter. The fact that [Eddie] presigned the [Deed] prior to the death of [Verona], in the presence of counsels[,], which remained unrebutted[,], was in fact giving consent to the act of disposing the property to answer for any exigency or impending situation that will arise later[,], which may or may not be entirely connected with the medical requirements of his ailing spouse[,], whose health condition at that time of the execution [of the Deed] ha[d] apparently started to deteriorate. Records show [that] [Vida] incurred a hefty sum of One Million Eighty-Five Thousand Five Hundred and Forty pesos and twenty-one centavos **(P1,085,540.21)** for both medical and burial expenses of the deceased of which [Eddie] failed to support in violation of the Civil Code on the rights and, [sic] obligation of the husband and wife to render mutual support.

x x x                      x x x                      x x x

While evidences were presented to prove the existence of fraud in the execution of the instrument[,], the same cannot be appreciated in this summary action for want of jurisdiction.

x x x [A] notarized document carries the evidentiary weight conferred upon it with respect to its due execution, and documents acknowledged before a notary public have in their favor the presumption of regularity. x

x x.

x x x                      x x x                      x x x

x x x The sole issue to be resolved is whether or not defendants unlawfully withheld the property sold to [Vida.]

x x x                      x x x                      x x x

While it is true that defendants herein filed both civil and criminal cases for the Nullification of the [Deed] and Falsification alleging forgeries, the issues therein are entirely different from this ejectment case. The criminal case, [sic] only proves the existence of probable cause to determine criminal culpability. The nullification tackles the validity or invalidity of the sale on grounds of falsity.

The prevailing doctrine is that suits or actions for the annulment of sale title or document do not abate any ejectment action respecting the same property x x x.

x x x                      x x x                      x x x

x x x [C]onsidering the conjugal nature of the property and the subsequent dissolution of the conjugal partnership upon the death of [Verona] on December 08, 2009, with the execution of conveyance in favor of [Vida], this Court deemed it equitable and just for [Vida], to return to [Eddie], [sic] the remaining balance of the sale representing the net amount less the total actual medical and burial expenses of [Verona] from the proceeds of the sale, in the amount of **FOUR HUNDRED, FOURTEEN THOUSAND FOUR HUNDRED, FIFTY-NINE PESOS AND SEVENTY-NINE centavos (P414,459.79)** in the absence of evidence to that effect and for reasons of equity.<sup>[32]</sup>

### **Ruling of the RTC**

The petitioners filed an appeal<sup>[33]</sup> before the RTC. During its pendency, Vida filed a motion for the issuance of a writ of execution. On June 13, 2012, the RTC reversed the MTCC ruling, dismissed the complaint for unlawful detainer and denied Vida's motion for the issuance of a writ of execution.<sup>[34]</sup> The RTC explained that:

Under Republic Act No. 7691 expanding the jurisdiction of the Metropolitan Trial Courts, [MTCCs], Municipal Trial Courts, and Municipal Circuit Trial Courts, amending Batas Pambansa [Blg.] 129, otherwise known as the "Judiciary Reorganization Act of 1980,["] paragraph 2, of Section 33 therein provides that the court of first level has "x-x-Exclusive Original jurisdiction over cases of forcible entry and unlawful detainer: Provided, **that when, in such cases, the defendant raises the question of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership[, the latter] shall be resolved only to determine the issue of possession[.]"** x x x

In the pleadings of the [petitioners] filed before the court a quo, and even in their memorandum on appeal, they vigorously raise[d] the question of ownership of [Vida] based on the alleged notarized [Deed] signed by [Eddie] in favor of [Vida] where the latter derived her so-called ownership over the subject premises[.] Truly indeed upon examination by any sensible man[,], it would reveal that the signature[s] of [the Spouses Dizon] appearing at the bottom of the alleged Deed [were] falsified x x x. Thus, a document challenged by a party in litigation as falsified may be proved without resorting to an opinion of handwriting experts. x x x.

In another case[,], the Supreme Court held that: "x-x- A finding of forgery does not entirely depend on the testimony of handwriting experts. Although it is useful[,], the judge still exercises independent judgment on the issue of **authenticity of the signatures under scrutiny by comparing the alleged forged signature and the authentic and genuine signatures of the person whose signature is theorized upon to have been forged.** x x x

This court x x x took occasion in comparing and examining the signature of [Verona] in the [Deed] x x x vis-a-vis her signature appearing in the compromise agreement executed [with Eddie] x x x[.] [The comparison] lucidly showed that the signatures of [Verona] [were] x x x very different from each other and [the differences are] detectable by a human eye. x x x.

x x x                      x x x                      x x x

Another thing that caught the curiosity of this court is the stipulation contained in the compromise agreement x x x wherein [the Spouses Dizon] agreed x x x that the "x-x- net selling price of the said conjugal property should be sold not lower than FOUR MILLION (P4,000,000.00) PESOS for the year 2008 x x x."

x x x                      x x x                      x x x

x x x [T]here was never proof adduced that the compromise agreement adverted to was rescinded or modified by the [Spouses Dizon]. To the view of this Court[,], the consideration of the said [Deed] x x x has an indicia of fraud x x x [and] the signature[s] of the [Spouses Dizon] as falsified. [A] [f]alsified document cannot give right or ownership to a party who uses it.

x x x                      x x x                      x x x

x x x To justify an action for unlawful detainer[,], **the permission or tolerance must have been present at the beginning of the possession**[.]-x-x-x- Since the complaint did not satisfy the jurisdictional requirement of a valid cause for unlawful detainer, the [MTCC] had no jurisdiction over the case. x x x.<sup>[35]</sup> (Emphasis and underlining in the original)

### **Ruling of the CA**