

SECOND DIVISION

[G.R. No. 186264, July 08, 2013]

**DR. LORNA C.FORMARAN, PETITIONER, VS. DR. GLENDA B. ONG
AND SOLOMON S. ONG, RESPONDENTS.**

D E C I S I O N

PEREZ, J.:

This is an Appeal by certiorari under Rule 45 of the Revised Rules of Court of the Decision¹ of the Court of Appeals (CA) rendered on August 30, 2007, the dispositive portion of which reads as follows:

“WHEREFORE, in the (sic) light of the foregoing, the assailed Decision is **REVERSED AND SET ASIDE**. The Complaint of appellee Lorna C. Formaran is **DISMISSED**. The appellee, her agents or representatives are **ORDERED** to vacate the land in question and to restore the same to appellants.”

The facts adopted by both the trial court and the Court of Appeals are summarized thus:

“According to plaintiff (Petitioner)'s complaint, she owns the afore-described parcel of land which was donated to her *intervivos* by [her] uncle and aunt, spouses Melquiades Barraca and Praxedes Casidsid on June 25, 1967; that on August 12, 1967 upon the proddings and representation of defendant (Respondent) Glenda, that she badly needed a collateral for a loan which she was applying from a bank to equip her dental clinic, plaintiff made it appear that she sold one-half of the afore- described parcel of land to the defendant Glenda; that the sale was totally without any consideration and fictitious; that contrary to plaintiff's agreement with defendant Glenda for the latter to return the land, defendant Glenda filed a case for unlawful detainer against the plaintiff who consequently suffered anxiety, sleepless nights and besmirched reputation; and that to protect plaintiff's rights and interest over the land in question, she was constrained to file the instant case, binding herself to pay P50,000.00 as and for attorney's fees.

In an answer filed on December 22, 1997, defendant Glenda insisted on her ownership over the land in question on account of a Deed of Absolute Sale executed by the plaintiff in her

favor; and that plaintiff's claim of ownership therefore was virtually rejected by the Municipal Circuit Trial Court of Ibaja-Nabas, Ibajay, Aklan, when it decided in her favor the unlawful detainer case she filed against the plaintiff, docketed therein as Civil Case No. 183. Defendants are also claiming moral damages and attorney's fees in view of the filing of the present case against them.

Plaintiff's testimony tends to show that the land in question is part of the land donated to her on June 25, 1967 by spouses Melquiades Barraca and Praxedes Casidsid, plaintiff's uncle and aunt, respectively. As owner thereof, she declared the land for taxation purposes (Exhibits A-1 to A-5, inclusive). She religiously paid its realty taxes (Exhibit A-6). She mortgaged the land to Aklan Development Bank to secure payment of a loan.

In 1967, defendant Glenda and her father, Melquiades Barraca came to her residence asking for help. They were borrowing one-half of land donated to her so that defendant Glenda could obtain a loan from the bank to buy a dental chair. They proposed that she signs an alleged sale over the said portion of land.

Acceding to their request, she signed on August 12, 1967 a prepared Deed of Absolute Sale (Exhibit C) which they brought along with them (TSN, p. 22, Ibid), covering the land in question without any money involved. There was no monetary consideration in exchange for executing Exhibit C. She did not also appear before the Notary Public Edilberto Miralles when Exhibit C was allegedly acknowledged by her on November 9, 1967.

A month thereafter, plaintiff inquired from her uncle, Melquiades Barracca if they have obtained the loan. The latter informed her that they did not push through with the loan because the bank's interest therefore was high. With her uncle's answer, plaintiff inquired about Exhibit C. Her uncle replied that they crumpled (kinumos) the Deed of Absolute Sale (Exhibit C) and threw it away. Knowing that Exhibit C was already thrown away, plaintiff did not bother anymore about the document (TSN, p. 7, Ibid) she thought that there was no more transaction. Besides, she is also in actual possession of the land and have even mortgaged the same.

In 1974, plaintiff transferred her residence from Nabas, Aklan, to Antipolo City where she has been residing up to the present time. From the time she signed the Deed of Absolute Sale (Exhibit C) in August, 1967 up to the present time of her change of residence to Antipolo City, defendant Glenda never demanded actual possession of the land in question, except when the latter filed on May 30, 1996 a case for unlawful

detainer against her. Following the filing of the ejectment case, she learned for the first time that the Deed of Absolute Sale was registered on May 25, 1991 and was not thrown away contrary to what Melquiades Barraca told her. Moreover, she and Melquiades Barraca did not talk anymore about Exhibit C. That was also the first time she learned that the land in question is now declared for taxation purposes in the name of defendant Glenda.

In closing her direct testimony, plaintiff declared that the filing of the unlawful detainer case against her, caused her some sleepless nights and humiliation. She also suffered hypertension.

Upon the other hand, relevant matters that surfaced from the testimonies of the defendants shows that on June 25, 1967, Melquiades Barraca, father of the defendant Glenda, donated a parcel of land to her niece, plaintiff Lorna C. Formaran (Exhibit 3). At the time of the donation, plaintiff was still single. She married Atty. Formaran only in September, 1967.

Subsequently, on August 12, 1967, Dr. Lorna B. Casidsid, herein plaintiff, executed a Deed of Absolute Sale (Exhibit 1) over one-half portion of the land donated to her, in favor of defendant Glenda. On account of the Sale (Exhibit 1) defendant Glenda was able to declare in her name the land in question for taxation purposes (Exhibit 4) and paid the realty taxes (Exhibits 6, 6-A, 6-B and 6-C). She also was able to possess the land in question.

Defendant Glenda maintained that there was money involved affecting the sale of the land in her favor. The sale was not to enable her to buy a dental chair for she had already one at the time. Besides, the cost of a dental chair in 1967 was only P2,000.00 which she can readily afford.

The document of sale (Exhibit 1) affecting the land in question was not immediately registered after its execution in 1967 but only on May 25, 1991 in order to accommodate the plaintiff who mortgaged the land to Aklan Development Bank on May 18, 1978.

Based on the admissions of the parties in their pleadings, during the pre-trial and evidence on record, there is no contention that on June 25, 1967, the afore-described parcel of land was donated *intervivos* (Exhibit 3) by spouses Melquiades Barraca and Praxedes Casidsid to therein plaintiff, Dr. Lorna Casidsid Formaran who was yet single. She was married to Atty. Formaran in September 1967. Praxedes was the aunt of Lorna as the latter's father was the brother of Praxedes.