

SECOND DIVISION

[G.R. No. 186269, February 15, 2012]

**SPOUSES ROMAN A. PASCUAL AND MERCEDITA R. PASCUAL,
FRANCISCO A. PASCUAL, MARGARITA CORAZON D. MARIANO,
EDWIN D. MARIANO AND DANNY R. MARIANO PETITIONERS, VS.
SPOUSES ANTONIO BALLESTEROS AND LORENZA MELCHOR-
BALLESTEROS, RESPONDENTS.**

R E S O L U T I O N

REYES, J.:

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court filed by the spouses Roman A. Pascual and Mercedita R. Pascual (Spouses Pascual), Francisco A. Pascual (Francisco), Margarita Corazon D. Mariano (Margarita), Edwin D. Mariano and Danny R. Mariano (petitioners) assailing the Decision^[1] dated July 29, 2008 and Resolution^[2] dated January 30, 2009 issued by the Court of Appeals (CA) in CA-G.R. CV No. 89111.

The instant case involves a 1,539 square meter parcel of land (subject property) situated in *Barangay* Sta. Maria, Laoag City and covered by Transfer Certificate of Title (TCT) No. T-30375^[3] of the Laoag City registry. The subject property is owned by the following persons, with the extent of their respective shares over the same: (1) the spouses Albino and Margarita Corazon Mariano, 330 square meters; (2) Angela Melchor (Angela), 466.5 square meters; and (3) the spouses Melecio and Victoria Melchor (Spouses Melchor), 796.5 square meters.

Upon the death of the Spouses Melchor, their share in the subject property was inherited by their daughter Lorenza Melchor Ballesteros (Lorenza). Subsequently, Lorenza and her husband Antonio Ballesteros (respondents) acquired the share of Angela in the subject property by virtue of an Affidavit of Extrajudicial Settlement with Absolute Sale^[4] dated October 1, 1986.

On August 11, 2000, Margarita, then already widowed, together with her children, sold their share in the subject property to Spouses Pascual and Francisco.^[5] Subsequently, Spouses Pascual and Francisco caused the cancellation of TCT No. 30375 and, thus, TCT No. T-32522^[6] was then issued in their names together with Angela and Spouses Melchor.

Consequently, the respondents, claiming that they did not receive any written notice of the said sale in favor of Spouses Pascual and Francisco, filed with the Regional Trial Court (RTC) of Laoag City a Complaint^[7] for legal redemption against the petitioners. The respondents claimed that they are entitled to redeem the portion of the subject property sold to Spouses Pascual and Francisco being co-owners of the same.

For their part, the petitioners claimed that there was no co-ownership over the subject property considering that the shares of the registered owners thereof had been particularized, specified and subdivided and, hence, the respondents has no right to redeem the portion of the subject property that was sold to them.^[8]

On January 31, 2007, the RTC rendered a decision^[9] dismissing the complaint for legal redemption filed by the respondents. In disposing of the said complaint, the RTC summed up the issues raised therein as follows: (1) whether the respondents herein and the predecessors-in-interest of the petitioners are co-owners of the subject property who have the right of redemption under Article 1620 of the Civil Code; and (2) if so, whether that right was seasonably exercised by the respondents within the 30-day redemption period under Article 1623 of the Civil Code.

On the first issue, the RTC held that the respondents and the predecessors-in-interest of the petitioners are co-owners of the subject property considering that the petitioners failed to adduce any evidence showing that the respective shares of each of the registered owners thereof were indeed particularized, specified and subdivided.

On the second issue, the RTC ruled that the respondents failed to seasonably exercise their right of redemption within the 30-day period pursuant to Article 1623 of the Civil Code. Notwithstanding the lack of a written notice of the sale of a portion of the subject property to Spouses Pascual and Francisco, the RTC asserted that the respondents had actual notice of the said sale. Failing to exercise their right of redemption within 30 days from actual notice of the said sale, the RTC opined that the respondents can no longer seek for the redemption of the property as against the petitioners.

Thereupon, the respondents appealed from the January 31, 2007 decision of the RTC of Laoag City with the CA. On July 29, 2008, the CA rendered the herein assailed Decision^[10] the decretal portion of which reads:

WHEREFORE, the appeal is **GRANTED** and the appealed January 31, 2007 Decision is, accordingly, **REVERSED** and **SET ASIDE**. In lieu thereof, another is entered approving [respondents'] legal redemption of the portion in litigation. The rest of their monetary claims are, however, **DENIED** for lack of factual and/or legal bases.

SO ORDERED.^[11]

In allowing the respondents to exercise their right of redemption, the CA held that the 30-day period within which to exercise the said right had not yet lapsed considering the absence of a written notice of the said sale. Thus, the CA stated that "[t]he mandatory nature of the 'written notice requirement' is such that, notwithstanding the actual knowledge of the sale, written notice from the seller is still necessary in order to remove all uncertainties about the sale, its terms and conditions, as well as its efficacy and status."^[12]

The petitioners sought for a reconsideration of the said July 29, 2008 Decision, but it was denied by the CA in its Resolution^[13] dated January 30, 2009.

Undaunted, the petitioners instituted the instant petition for review on *certiorari* before this Court essentially asserting the following arguments: (1) their predecessors-in-interest and the respondents are not co-owners of the subject property since their respective shares therein had already been particularized, specified and subdivided; and (2) even if such co-ownership exists, the respondents could no longer exercise their right of redemption having failed to exercise the same within 30 days from actual knowledge of the said sale.

The petition is denied.

Primarily, Section 1, Rule 45 of the Rules of Court categorically states that the petition filed shall raise only questions of law, which must be distinctly set forth. 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.^[14]

The *first issue* raised by the petitioners is a factual question as it entails a determination of whether the subject property was indeed co-owned by the respondents and the predecessors-in-interest of the petitioners. Such determination would inevitably necessitate a review of the probative value of the evidence adduced in the case below.

In any case, it ought to be stressed that both the RTC and the CA found that the subject property was indeed co-owned by the respondents and the predecessors-in-interest of the petitioners. Thus, in the absence of any exceptional circumstances to warrant the contrary, this Court must abide by the prevailing rule that findings of fact of the trial court, more so when affirmed by the CA, are binding and conclusive upon it.^[15]

Anent the *second issue* asserted by the petitioners, we find no reversible error on the part of the CA in ruling that the 30-day period given to the respondents within which to exercise their right of redemption has not commenced in view of the absence of a written notice. Verily, despite the respondents' actual knowledge of the sale to the respondents, a written notice is still mandatory and indispensable for purposes of the commencement of the 30-day period within which to exercise the right of redemption.

Article 1623 of the Civil Code succinctly provides that:

Article 1623. The right of legal pre-emption or redemption shall not be exercised except within thirty days **from the notice in writing by the prospective vendor**, or by the vendor, as the case may be. The deed of sale shall not be recorded in the Registry of Property, unless