

## SECOND DIVISION

[ G.R. NO. 160257, January 31, 2006 ]

**ROBERT LASTRILLA, PETITIONER, VS. RAFAEL A. GRANDA,  
RESPONDENT.**

### DECISION

**PUNO, J.:**

Petitioner Robert Lastrilla seeks the partial reversal of the July 18, 2003 Decision of the Court of Appeals (CA) in CA-G.R. No. 26273 which modified the May 8, 2002 Resolution of the Department of Justice (DOJ), finding probable cause to file three (3) informations charging him with the crime of Falsification of Public Document under Article 172 (1), in relation to Article 171 (1), (2) and (5) of the Revised Penal Code.

The facts are as follows:

Respondent Rafael Granda is a grandson and legal heir of the deceased spouses Rafael and Aurora Granda, who died in June 1989 and September 16, 2000, respectively. The Granda spouses had ten children, namely: Blanquita Serafica, Jesse<sup>[1]</sup> Granda, Aurora Sumcad, Violeta Cuenca, Rafael R. Granda, Olivia Walker, Lourdes Manabat, Fernando Granda, Benjamin Granda and Silvina Granda. Respondent's father, Jesse Granda, predeceased the spouses.

During Aurora's lifetime, she owned several parcels of land with some improvements thereon in Tacloban City, covered by Transfer Certificate of Title (TCT) Nos. T-249, T-1312, T-816 and T-9874, all registered in her name.<sup>[2]</sup> Said parcels of land were allegedly sold by the Granda spouses, as evidenced by the following deeds of absolute sale, all dated December 7, 1985, witnessed by petitioner and the deceased spouses' youngest daughter Silvina and notarized by Atty. Camilo Camenforte, to wit:

(a) The first Deed of Absolute Sale involved two parcels of land covered by TCT Nos. T-249 and T-1312, which were sold by the Granda spouses, as vendors, in favor of petitioner's siblings Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, as vendees, for a consideration of P3,800,000.00, receipt of which was acknowledged by the spouses;<sup>[3]</sup>

(b) The second Deed of Absolute Sale involved two (2) parcels of land covered by TCT No. T-816, which were likewise sold by the Granda spouses, as vendors, in favor of petitioner's siblings Mary Uy Cua, Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, as vendees, for a consideration of P5,000,000.00, receipt of which was also acknowledged by the spouses;<sup>[4]</sup> and

(c) The third Deed of Absolute Sale involved three (3) parcels of land

covered by TCT No. T-6736, which were sold by the Granda spouses, as vendors, in favor of petitioner and his spouse Norma Lastrilla, as vendees, for a consideration of P200,000.00, receipt of which was also acknowledged by the deceased spouses.<sup>[5]</sup>

On February 28, 2000, the deeds of absolute sale involving the properties covered by TCT Nos. T-1312, T-816 and T-249 were annotated at the back of their corresponding TCTs. Consequently, TCT Nos. T-1312, T-816, and T-249 were cancelled and TCT Nos. T-6696, T-54400, and T-54401, respectively, were issued in the names of the respective vendees.<sup>[6]</sup> The deed of absolute sale involving the properties covered by TCT No. 6736 was not annotated as said TCT was found to be non-existent.

On February 21, 2001 or more than five months after Aurora's death, respondent filed the instant complaint<sup>[7]</sup> for Violation of Articles 171 and 172 of the Revised Penal Code against petitioner, Silvina, Atty. Camenforte, Norma Lastrilla, Mary Uy Cua, Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, docketed as I.S. No. 2001-343. Respondent claimed that a month after his grandmother's death, he learned that all of the latter's properties in Tacloban were sold to different persons sometime in 1999-2000. To verify such reports, he requested copies of the purported deeds of absolute sale with the Register of Deeds and was able to obtain copies of the three (3) deeds of absolute sale in question. Upon careful scrutiny of the subject deeds, he noticed that the signatures of his deceased grandparents were falsified. Upon verification, the examining officers of the PNP Crime Laboratory confirmed that the signatures of respondent's deceased grandfather Rafael in the deeds and his specimen signatures "were not written by one hand and the same person." They also found that the signatures of his deceased grandfather and the signatures of the deceased spouses' youngest daughter Silvina "reveal some similarities in stroke structure, indicative of one writer." Likewise, the examining officers found that the signatures of respondent's grandmother Aurora in the questioned deeds and her specimen signatures "were not written by one and the same person."<sup>[8]</sup> Respondent also claimed that the three deeds of absolute sale were antedated. While the sales took place in 1999 or 2000, it was made to appear that the transactions took place on December 7, 1985, at a time when both of the Granda spouses were still alive. Respondent alleged that: (a) Petitioner himself told respondent that it was in 1999 that he bought the lots covered by TCT No. T-816; (b) Silvina could not have signed as a witness on December 7, 1985 as she was then cloistered in the Cariana Movement Monastery under Fr. Odon Castro who certified that as a member of said religious community, she could "not go out of the monastery unless there was a very valid reason" and "she was not sent out for any errant (sic) nor went to the province" for the whole year of 1985;<sup>[9]</sup> (c) Aurora was still exercising rights of ownership over the properties subject of the assailed deeds after December 7, 1985, as evidenced by the General Power of Attorney (GPOA),<sup>[10]</sup> dated February 14, 1999, executed by Aurora in favor of her youngest daughter Silvina, to administer her properties subject of the assailed deeds and to collect and receive all rentals from the occupants of the buildings therein; (d) As attorney-in-fact, Silvina executed lease contracts dated February 4, 2000<sup>[11]</sup> with some of the lessees of the office spaces in the commercial building located in the two lots covered by TCT Nos. T-1312 and T-249; (e) As per Certification from the Clerk of Court of the Regional Trial Court of the 8th Judicial Region, the three deeds of absolute sale were not among the available notarized documents submitted to said

office for the year 1985; and (f) the subject deeds were registered with the Register of Deeds only on February 28, 2000 or almost fifteen (15) years after the alleged sales. Respondent claimed that petitioner conspired with Silvina and Atty. Camenforte in falsifying the three deeds by signing as an instrumental witness therein. Also, petitioner and the other vendees allegedly conspired by benefiting from the use of said public documents in transferring the titles of the properties from the name of Aurora to their names.

Petitioner's co-respondent sibling Elsa Uy submitted her counter-affidavit,<sup>[12]</sup> averring that sometime in 1998, Aurora repeatedly offered the sale of the subject properties to her. After conferring with her siblings, she agreed to buy Aurora's properties for a total consideration of P18,000,000 subject to the conditions: (1) That the preparation, documentation, notarization and registration of the document of sale, the cancellation of the TCTs in Aurora's name and the issuance of the new TCTs in the names of the vendees would be Aurora's sole and exclusive responsibility; (2) That all the expenses for documentation, registration of documents, capital gains tax, documentary stamps tax, transfer tax, sales tax, fees for the cancellation and issuance of titles and expenses for similar purposes would be for the exclusive and sole account of Aurora; (3) That as soon as the TCTs in the names of the vendees are issued, Aurora would turn over the new TCTs to them; (4) That all the necessary documents would be executed by Aurora and/or by any and all persons who may have any interest, lien or claim over the properties at the instance of Aurora and at her expense, in order that the said properties would be free from any lien or encumbrance; and (5) That the mode and manner of payment for the consideration of the sale would be as directed by Aurora.

Aurora allegedly agreed to the said terms and conditions subject to an increase in the total consideration from P18,000,000 to P18,800,000. As directed by Aurora, periodic payments were made to her totaling P8,800,000. Partial advance payments of P1,000,000 each were likewise made to Aurora's children Silvina and Lourdes. Thereafter, Elsa and her siblings, Mary Uy Cua, Necita Uy, Rosa Uy, Tinong Uy and Andres Uy, gave Aurora's children P1,000,000 each or a total of P8,000,000. The share of Aurora's deceased son Jesse Granda was divided equally among the latter's seven (7) children, one of whom is respondent, who received his share of P142,857.14. Subsequently, all the heirs of Aurora executed separate documents denominated as "Deed of Assignment."<sup>[13]</sup> The Deed of Assignment dated April 20, 2000, signed by respondent under the name "Rafaelito" on "2/16/2000," together with the latter's siblings, states that:

For and in consideration of the sum of ONE MILLION PESOS (P1,000,000.00), Philippine Currency, receipt of the amount from MARY UY CUA, NECITA UY, ELSA UY, ANDRES UY, TINONG UY and ROSA UY, is hereby acknowledged and confessed by us to our entire and full satisfaction x x x and

We do hereby confirm and acknowledge the fact that our grandmother, Aurora Ratcliffe de Granda, has the lawful right to dispose of the above described parcels of land and such other real properties she has wherever located, as she is the absolute and exclusive owner being her exclusive and paraphernal properties.<sup>[14]</sup> (citation omitted)

Elsa contended that she and her siblings were innocent purchasers in good faith and for valuable consideration. It was sometime in September 2000 when TCT Nos. T-6696 and T-54401 were presented to them, together with the ten (10) separate Deeds of Assignment executed by Aurora's heirs. Her siblings, namely Mary Uy Cua, Necita Uy, Andres Uy, Tinong Uy and Rosa Uy, never met or personally conferred with Aurora or her heirs. Nor were they in possession or control of the three (3) subject deeds and the owner's duplicates of TCT Nos. T-1312, T-249, T-816 and T-9874 as said documents remained in the absolute control of Aurora. They were never involved in the preparation, execution, notarization and registration of the three (3) deeds of absolute sale and the payment of the required fees, taxes, the cancellation of the certificates of title and the issuance in their names of TCT Nos. T-6696, T-54400 and T-54401 as the same were all made and effected by Aurora. She denied having taken advantage of or profited from the subject deeds and certificates of title. She contended that the filing of the instant complaint is "an act of utter bad faith, done for some evil motives and with malicious criminal intent"<sup>[15]</sup> as complainant was the very same person who gave his conformity and consent to the questioned sales, confirmed the sales and acknowledged receipt of P1,000,000 by executing, together with his siblings, the Deed of Assignment dated April 20, 2000. Allegedly, it was complainant who unjustly enriched himself at their expense when he received from them his share of P142,857.14. That respondent filed the instant case only after his grandmother's death allegedly shows his sinister scheme to preclude his grandmother from divulging the truth. She claimed that complainant was a party to the alleged falsification and perpetrated an act of fraud to their damage and prejudice.

Alleging the same statement of facts and defenses, petitioner's other siblings, Necita Uy, Rosa Uy, Mary Uy Cua, Tinong Uy and Andres Uy, filed their Joint Counter-Affidavit<sup>[16]</sup> and petitioner's spouse, Norma Lastrilla, filed her own counter-affidavit.<sup>[17]</sup> Atty. Camenforte also submitted his counter-affidavit<sup>[18]</sup> containing his personal defenses. In response, respondent filed his Reply Affidavit,<sup>[19]</sup> contending that petitioner and Silvina should be deemed to have admitted the allegations in the complaint for their failure to file their respective counter-affidavits despite due notice. Petitioner eventually submitted his own counter-affidavit<sup>[20]</sup> on the same day that his co-respondent siblings and spouse filed their Rebuttal-Affidavits.<sup>[21]</sup>

In his defense, petitioner adopted the allegations of his co-respondents insofar as they were material to the charges against him. He contended that the charge against him is "malicious and bereft of truth, designed mainly to cast a cloud of doubt on the title of the vendees."<sup>[22]</sup> He claimed that the filing of the complaint was merely aimed at making him and his siblings submit to additional monetary consideration being demanded by respondent who must have felt shortchanged because he had to share his deceased father's P1,000,000-share with his six (6) siblings. Respondent allegedly threatened him with criminal prosecution after he and his siblings refused to heed his demands. Petitioner claimed that it was only Elsa and Aurora who negotiated for the sale of the properties in question. His other siblings participated only with respect to their respective contributions to the purchase price and **he was the one tasked to ensure that the signatures on the subject deeds were all authentic and genuine as they were parting with millions of hard earned money.** Upon Aurora's request, he readily agreed to affix his signatures in the subject deeds as a witness, thinking that such act would seal

the validity of the sale. He contended that the fact that the sale was only registered on February 28, 2000 is not evidence of falsification. In fact, he and his wife were the named vendees in one of the deeds and paid a total of P200,000 for the properties therein described. However, they did not benefit from the said sale because contrary to what was stated in the deed of sale, only Lot 4691 was covered by T-6736, Lot 2455 was an unregistered land and has an adverse claimant thereto while Lot 4693 was covered by TCT No. T-9874. In view of the misrepresentation, they never acquired title to the properties they bought and in fact suffered pecuniary loss in the amount of P200,000.

Further, petitioner claimed that "although the Application in the Office of the Register of Deeds of Tacloban City, denominated as Control No. 183, requesting registration of title to the properties" subject of the deeds of absolute sale bears his signature, the same "is not evidence that it was not Aurora Granda who caused the registration of said Deeds of Sale... because the truth of the matter is that the same application was just given to [him] by someone sent by Aurora Granda requesting that [he] affix [his] signature thereto." It is likewise "not evidence that [he] was the one who personally submitted the same to the Office of the Register of Deeds."<sup>[23]</sup> He did not deny that the corresponding real property tax and special (SEF) tax for the parcels of land were in his name and that of Washington Trading but he contended that the same does not prove that respondent vendees were the ones who paid said taxes, for the truth of the matter is that Aurora, in consonance with her agreement with Elsa Uy, fulfilled her part of the conditions of the sale that she would cause the preparation, documentation and notarization of the deeds of absolute sale and paid the taxes in his name and Washington Trading.

On May 5, 2001, the Office of the City Prosecution of Tacloban issued a Resolution, the dispositive portion of which states:

In view of the foregoing, it appearing that Camilo Camenforte and Silvina Granda conspired with each other to falsify the three Deeds of Sale, the filing of three (3) informations, one for each Deed of Sale, charging the respondents with the crime of Falsification by Public Officers by forging the signatures of Aurora and Rafael Granda to make it appear that the said persons have participated in an act or proceedings when they did not in fact participated (sic) penalized and defined in Art. 171, sub-par. 2 of the Revised Penal Code.<sup>[24]</sup>

In dismissing the complaint against petitioner, his wife and his siblings, the investigating prosecutor reasoned that:

The question to be resolved is, [w]ho falsified these documents? It can not be the respondents, Elsa Uy, Tinong Uy, Necita Uy, Andres Uy, Mary Uy Cua, as alleged by the complainant since they have paid a total amount of P18,800,000.00 to Aurora Granda and her heirs for the purchase of said properties.

It must be noted that the complainant himself never denied that they received the amount. In fact, in the Deed of Assignment that the complainant and his co-heirs executed they admitted having received P1,000,000.00 as their share in the purchase of the said properties. It is highly improbable for someone to part with such an amount as a