

THIRD DIVISION

[G.R. NO. 154942, August 16, 2005]

**ROLANDO SANTOS, PETITIONER, VS. CONSTANCIA SANTOS
ALANA, RESPONDENT.**

D E C I S I O N

SANDOVAL-GUTIERREZ, J.:

Before us is a petition for review on *certiorari* under Rule 45 of the 1997 Rules of Civil Procedure, as amended, assailing the Decision^[1] dated March 7, 2002 and Resolution dated July 24, 2002 of the Court of Appeals in C.A.-G.R. CV No. 40728.

A brief narration of the factual antecedents follows:

Rolando Santos, petitioner, and Constanica Santos Alana, respondent, are half-blood siblings both asserting their claim over a 39-square meter lot located at 1339-B Andalucia St., Sta. Cruz, Manila. It was registered in the name of their father, Gregorio Santos, under Transfer Certificate of Title (TCT) No. 14278 of the Registry of Deeds of Manila. He died intestate on March 10, 1986.

During his lifetime, or on January 16, 1978, Gregorio donated the lot to petitioner which the latter accepted on June 30, 1981. The deed of donation ("*Pagsasalin ng Karapatan at Pag-aari*") was annotated on Gregorio's title.

On April 8, 1981, Gregorio sold the lot to petitioner as per a Deed of Absolute Sale.

On June 26, 1981, by virtue of the annotated deed of donation, TCT No. 14278 in Gregorio's name was cancelled and in lieu thereof, TCT No. 144706 was issued by the Registry of Deeds of Manila in petitioner's name.

On January 11, 1991, respondent Constanica Santos filed with the Regional Trial Court of Manila, Branch 15, a complaint for partition and reconveyance against petitioner. She alleged that during his lifetime, her father Gregorio denied having sold the lot to petitioner; that she learned of the donation in 1978; and that the donation is inofficious as she was deprived of her legitime.

In his answer, petitioner countered that respondent's suit is barred by prescription considering that she is aware that he has been in possession of the lot as owner for more than ten (10) years; and that the lot was sold to him by his father, hence, respondent can no longer claim her legitime.

The trial court found that the Deed of Absolute Sale was not signed by the parties nor was it registered in the Registry of Deeds. Thus, it is not a valid contract. What is valid is the deed of donation as it was duly executed by the parties and registered.

The trial court then held that since Gregorio did not own any other property, the donation to petitioner is inofficious because it impaired respondent's legitime.

The dispositive portion of the trial court's Decision reads:

"WHEREFORE, premises considered, judgment is hereby rendered declaring the Deed of Donation inofficious insofar as it impair the legitime of the plaintiff which is ½ the of the subject property.

The Registry of Deeds of Manila is hereby ordered to cancel the entry in TCT No. 14278 of the Deed of Donation dated January 16, 1978 and to cancel TCT No. 144706 issued based on said entry.

The parties are enjoined to institute the proper action for the settlement of the Estate of Gregorio Santos and for the eventual partition of the estate."^[2]

On appeal, the Court of Appeals affirmed the trial court's Decision, holding that:

"There are in the instant case two documents by which the subject property was purportedly transferred to the defendant - a deed of donation and a deed of sale.

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There can, therefore, be no way by which the appellant may successfully convince us that Gregorio Santos sold the property in dispute to him and such sale can bind the appellee so as to remove the case from the realm of the law on donations.

Moreover, as aptly put by the trial court:

'In general one who has disposed his property would not and could not have disposed the same again unless the previous act was rendered invalid or ineffective.

The validity of the Deed of Donation was never assailed by the defendant. In fact, it was impliedly recognized as valid by defendant by registering the same to the Registry of Deeds.

It is the honest belief of this Court, given the circumstances, i.e., the existence of the vendor and the vendee in the Deed of Absolute Sale and the registration of the Deed of Donation despite the supposed previous execution of (the) Deed of Absolute Sale, **that there was no valid deed of sale executed and that the true and real agreement between Gregorio Santos and Rolando Santos was that of a donation.**

Furthermore, considering that defendant himself registered the Deed of Donation, he cannot now close his eyes and deny the existence of the same by alleging that there had been a