

SECOND DIVISION

[G.R. No. 142974, September 22, 2003]

SPOUSES SHEM G. ALFARERO AND AURELIA TAGALOG, SPOUSES GINES G. ALFARERO AND NONI CRUSPERO AND NAOMI G. ALFARERO, PETITIONERS, VS. SPOUSES PETRA AND SANCHO SEVILLA, RESPONDENTS.

DECISION

QUISUMBING, J.:

For review is the decision^[1] of the Court of Appeals, dated November 22, 1999, in CA-G.R. CV No. 58277, as well as its resolution,^[2] dated April 5, 2000, denying herein petitioners' Motion for Reconsideration. The Court of Appeals had affirmed *in toto* the judgment^[3] of the Regional Trial Court (RTC) of Panabo, Davao del Norte, Branch 4, in Civil Case No. 91-01, the decretal portion of which reads:

WHEREFORE, judgment is hereby rendered in favor of the plaintiffs and against the defendants ordering as follows:

1. The plaintiffs are allowed to repurchase the subject property covered under Transfer Certificate of Title No. T-49928 of the Registry of Deeds for the Province of Davao del Norte and the defendants, in whose names the said certificate of title has been issued, are jointly ordered to reconvey and/or sell back the said property to the plaintiffs, who in turn shall pay back to the defendants the purchase price of P12,000.00, plus the legal rate of interest from May 25, 1986 up to defendants' reconveyance and/or re-sale of the subject property to them; in the event of refusal of the defendants to accept the consideration of the reconveyance and/or the re-sale of the property as determined herein, the plaintiffs are allowed to deposit the said consideration plus legal rate of interest in court subject to disposal to the defendants at all times;
2. The payment to the plaintiffs by the defendants jointly of attorney's fees in the amount of P7,500.00 only;
3. No further costs.

SO ORDERED.^[4]

The facts of this case, as found by the appellate court, are as follows:

[The Spouses Petra and Sancho Sevilla] are the registered owners of a piece of land situated at San Vicente, Panabo, Davao [del Norte] with an area of 14.038 hectares, more or less and covered by Original Certificate

of Title No. P-15615.

In a Deed of Sale executed and ratified before Notary Public Jose B. Banzon and entered in his Notarial Registry as Doc. No. 148; Page No. 30; Book No. LV; Series of 1986, it appears that on May 25, 1986, a portion of the above-mentioned parcel of land with an area of 1.000 hectare, more or less, was sold to the [Spouses Shem G. Alfarero and Aurelia Tagalog, Spouses Gines G. Alfarero and Noni Cruspero, Joel G. Alfarero and Naomi G. Alfarero] in the amount of P12,000.00.

The Deed of Sale was registered by the [herein petitioners] with the Office of the Register of Deeds of the Province of Davao and as a result, a Transfer Certificate of Title No. T-49928 was issued in their name.

Inscribed on the face of the said Transfer Certificate of Title No. T-49928 is the following limitation:

"Subject to the rights of repurchase by the Original Patentee or his heirs within a period of five (5) years from the date of the conveyance pursuant to Section 119 of Commonwealth Act 141, as amended."

Sometime on October 1986, plaintiff Petra Sevilla allegedly sent a letter to the parents of the defendants and to the defendants themselves, indicating the plaintiffs' desire to repurchase the above-mentioned parcel of land, but defendants allegedly objected to the offer of repurchase.

On January 3, 1991, plaintiffs filed the present action to repurchase.

Defendants' rejection of the offer to repurchase is based on the defense that the plaintiffs' action has already prescribed, that plaintiffs' offer to repurchase is already beyond the five (5) year limitation period. According to the defendants, the Deed of Sale was executed sometime in December 1985 although notarized only on May 26, 1986. Hence, according to them, counting from December 1985 [to] January 3, 1991, when the plaintiffs filed the present action, the five (5) year period has then [e]lapsed.

During the pre-trial proceedings on August 23, 1996, the parties again moved for judgment on the pleadings. The court granted the parties' motion and allowed them to submit their respective memoranda. After the parties submitted their memoranda, the court resolved the matter [in favor of the plaintiffs] on the basis of such submitted pleadings....^[5]

Dissatisfied with the adverse ruling of the trial court, the petitioners herein appealed to the Court of Appeals in CA-G.R. CV No. 58277.

On November 22, 1999, the appellate court affirmed *in toto* the decision of the trial court.^[6]

In sustaining the trial court, the Court of Appeals found that the notarized Deed of Sale executed on May 25, 1986, relied upon by the respondents herein, is entitled to

more evidentiary weight than the Deed of Sale offered by the petitioners herein to sustain their theory that the action of the Sevillas had already prescribed. The appellate court noted that the date of execution in the Deed of Sale presented by the Alfareros merely read "___th day of December 1985" and the document was not notarized nor its authenticity proven by substantial evidence. Hence, as between the two Deeds of Sale offered by the parties in evidence, that of the Sevillas, which was notarized and with the date of its execution plainly indicated therein, should prevail over that of the Alfareros, which was not notarized and whose date of execution in December 1985 was not stated with definiteness. Otherwise put, it is the public document, rather than the private one, which commands the greater evidentiary weight, according to the assailed decision.

Hence, the instant petition for review.

Before us, petitioners raise the following questions:

1. WHEN TWO DATES APPEAR IN THE DEED OF SALE OF A PARCEL OF LAND: ONE, THE DATE WHEN THE PARTIES SIGNED THE INSTRUMENT; AND, THE OTHER, THE DATE WHEN THE SAME INSTRUMENT WAS NOTARIZED; WHAT IS CONSIDERED AS THE "DATE OF THE CONVEYANCE" FOR THE PURPOSE OF COUNTING THE "PERIOD OF FIVE YEARS," SHALL IT BE THE FORMER OR THE LATTER DATE?
2. CAN A PARTY LITIGANT FILE A MOTION FOR NEW TRIAL EVEN IF THE CASE IS ON APPEAL AND IS PENDING BEFORE THE COURT OF APPEALS ON THE GROUND OF NEWLY DISCOVERED EVIDENCE WHICH PETITIONERS COULD NOT, WITH REASONABLE DILIGENCE, HAVE DISCOVERED AND PRODUCED AT THE TRIAL AND WHICH IF PRESENTED WOULD PROBABLY ALTER THE RESULT?^[7]

Succinctly put, the issues are: (1) Did the Court of Appeals commit a reversible error of law in holding that, for purposes of determining the "date of conveyance" under Sec. 119^[8] of CA No. 141,^[9] as amended, the date of execution as provided for in the notarized document was controlling? and (2) Did the Court of Appeals err in denying petitioners' Motion for New Trial?

On the *first issue*, the petitioners insist that it was error for the Court of Appeals to have relied upon the notarized Deed of Sale offered by the respondents in making a finding that the date of conveyance of the disputed property was May 25, 1986 and not December 1985. They call our attention to the fact that the date "May 25, 1986" was only superimposed, evidently when the document was notarized. Given this fact of superimposition, it cannot be conclusive when opposed to the petitioners' allegation that the property in question was actually sold to them in December 1985, as shown by the Deed of Sale they offered in evidence.

Respondents counter that what is stake is the evidentiary value of a private instrument of sale vis-à-vis a notarized Deed of Sale. They submit that the court *a quo* committed no reversible error of law in giving more credence and weight to the notarized document. For the court's holding is in accordance both with the rules of evidence and prevailing jurisprudence, say the respondents.