

## SECOND DIVISION

[ G.R. No. 130562, October 11, 2001 ]

**BRIGIDA CONCULADA, PACIANO GARCIA, JR., SPOUSES IMELDA AND MOHAMMAD ALI SALASA, SPOUSES CONCEPCION AND JAMES TAN, SPOUSES SONIA AND ALNAEB JULJANI, SPOUSES RASALIE AND YUSOP ABDULLA, PROVINCIAL PROSECUTOR MOHAMMADJAN SARAJAN, IN HIS CAPACITY AS ACTING REGISTER OF DEEDS OF SULU, AND ATTY. ULKA T. ULAMA, AS COUNSEL OF THE PETITIONERS, PETITIONERS, VS. HON. COURT OF APPEALS, AND SPOUSES KIMTOY JAMAANI-WEE AND TIAN SU WEE, RESPONDENTS.**

### D E C I S I O N

#### **QUISUMBING, J.:**

Assailed in this petition for review is the decision<sup>[1]</sup> dated March 19, 1997 of the Court of Appeals in CA-G.R. No. 47157 affirming the decision<sup>[2]</sup> of the Regional Trial Court of Sulu, Branch 3, in Civil Case No. 21-3 and its order dated July 31, 1997,<sup>[3]</sup> denying petitioners' motion for reconsideration.

Petitioner Paciano Garcia, Jr. and Henrietta Borja with their six siblings were co-owners of two (2) parcels of land covered by OCT No. 106 and OCT No. P-41. They inherited them from their parents, Paciano and Ernestina Garcia. Fronting the old public market of Jolo, those parcels had a combined area of 2,692 square meters. They were leased to 28 individual tenants, including respondent spouses Kimtoy Jamaani-Wee and Tian Su Wee.

In January 1986, petitioner Garcia, Jr. and his lawyer, petitioner Ulka Ulama, without prior authority from the other Garcia heirs, announced the sale of the said lots and informed the actual occupants including private respondent Wee that they had preferential rights to buy the portions they were occupying.

Forthwith, in a letter dated January 31, 1986 to Atty. Ulama, Wee signified his interest to purchase the lot where his store was built. However, he asked for proof that Garcia, Jr. was authorized by the other Garcia heirs to represent them.

In a letter dated February 10, 1986, Ulama merely advised Wee to tender the required amount of deposit with the Allied Bank or Philippine National Bank, Iligan City, on or before February 13, 1986.<sup>[4]</sup>

On September 1, 1986, Atty. Ulama wrote Wee a letter stating that Garcia, Jr. was authorized by the other Garcia heirs to sign the deed of sale over the said parcels of land. Ulama reminded Wee about depositing P10,000.00.

Two weeks later, Ulama again wrote Wee, admonishing Wee for failing to pay the

increased rental of P440.00 per month beginning January 1983. He also asked Wee to vacate the said property and to remove the improvements thereon within 30 days from receipt of the letter.

In a letter dated October 9, 1986, Wee through counsel requested Ulama to prepare the contract to sell as Wee was going to exercise the preferential right to buy Lot 4. Two weeks later, Wee deposited a P20,000.00 check as initial deposit. Ulama received the deposit unconditionally.

On August 28, 1987, despite his acceptance of the deposit, Ulama, with Garcia, Jr. and Borja sold Lot 4 to herein petitioner Brigida Conculada. Consequently, TCT No. 4381 was issued to Conculada. Thereafter, she donated the lot to her children and had it titled in their names under TCT No. T-4387 of the Sulu Registry.

After the sale, Ulama tried to return the P20,000.00 check to Wee, explaining that petitioner Conculada already purchased Lot 4. Wee refused to accept the refund. Instead, he offered to reimburse Borja the P455,000.00 paid by Conculada, but Borja declined. Wee was constrained to consign the money to the Regional Trial Court.

On September 15, 1987, herein private respondents filed with the RTC a complaint docketed as Civil Case No. 21-3 against petitioners for annulment and cancellation of the sale of Lot 4, and cancellation of the deed of donation executed by Brigida Conculada in favor of her daughters. Private respondents asked for specific performance and damages.

On March 28, 1989, the RTC dismissed the complaint, and on June 26, 1989, denied private respondents' motion for reconsideration.

On appeal, the Court of Appeals in CA-G.R. CV No. 22796 reversed the RTC decision on August 28, 1990, disposing:

WHEREFORE, the Order of the lower court under date of March 28, 1989 as well as the Order dated June 26, 1989 sustaining the motion to dismiss are hereby REVERSED and SET ASIDE. Let this case be remanded to the Court of origin for further proceedings consistent with our pronouncements herein.<sup>[5]</sup>

On December 5, 1990, the appellate court denied the motion for reconsideration filed by petitioners.

Petitioners filed a petition for certiorari with this Court docketed as G.R. No. 96450, which we denied in a resolution dated January 21, 1991. We held:

x x x

After deliberating thereon, the Court, in the exercise of its discretion, Resolved to DENY the petition for failure to show any reversible error in the decision and resolution subject of the petition....<sup>[6]</sup>

The resolution on G.R. No. 96450 became final and executory on February 14, 1991. Thus, the case was remanded to the RTC and trial of the same Civil Case No.21-3 proceeded.

After trial, the RTC in a decision dated January 11, 1994 granted the complaint. Its decretal portion reads:

WHEREFORE, in view of the foregoing considerations judgment is hereby rendered declaring NULL and VOID the following: (a) the Deed of Extrajudicial Settlement of Estate executed by the heirs of Dr. Paciano T. Garcia, Sr. and Mrs. Ernestina U. Garcia affecting the land described in Original Certificate of Title No. 106 and P-41 of the Sulu Registry; (b) the Deed of Sale of Lot No. 4 of the subdivision plan Pcs-09-000699 executed by defendant Henrietta G. Borja in favor of defendant Brigida Conculada; and (c) the Deed of Donation of Lot No. 4 of subdivision plan Pcs-09-000699 executed by defendant Brigida Conculada in favor of defendants Imelda, Concepcion, Ma. Sonia and Rosalie - all surnamed Conculada, and are hereby ordered cancelled.

The Acting Register of Deeds Mohammadjan Sarajan is hereby directed and ordered to cancel and annul Transfer Certificate of Title No. T-4387 of the Registry of Deeds of Sulu.

Defendants Paciano Garcia, Jr. and Henrietta G. Borja (or her representative) are ordered to forthwith execute a deed of conveyance in favor of plaintiff Kimtoy Jamaani-Wee married to plaintiff Tian Su Wee, of Lot No. 4 of the subdivision plan Pcs-09-000699 and collect the purchase price of the said land in the sum of Four Hundred Fifty-Five Thousand Pesos (P455, 000.00) which plaintiffs consigned and deposited with the Officer-in-Charge of Branch III, Regional Trial Court of Sulu.

Likewise, defendants are hereby ordered to pay jointly and severally the plaintiffs-spouses Kimtoy Jamaani-Wee and Tian Su-Wee, as follows: (a) moral damages in the sum of Seventy Thousand Pesos (P70,000.00); (b) Attorney's fee in the sum of Fifteen Thousand Pesos (P15,000.00); (c) litigation expenses in the sum of Five Thousand Pesos (P5,000.00); and exemplary damages in the sum of Twenty Thousand Pesos (P20,000.00) all in Philippine Currency.<sup>[7]</sup>

The Court of Appeals affirmed the RTC decision in the challenged decision<sup>[8]</sup> dated March 19, 1997, with a dispositive portion reading:

WHEREFORE, the appealed decision of the lower court in Civil Case No. 21-3 is hereby AFFIRMED by this Court, with costs against defendants-appellants.<sup>[9]</sup>

Petitioners now raise the following questions:

## I

WHAT HAPPENED TO THE FOUR HUNDRED FIFTY FIVE THOUSAND PESOS (P455,000.00) PAID BY PETITIONER BRIGIDA CONCULADA TO THE HEIRS OF DR. & MRS. GARCIA SR. AS PAYMENT OF LOT NO. 4 THE SUBJECT OF THIS CONTROVERSY, IN MARCH 1987? NOWHERE IN THE DECISION OF THE COURT A QUO OR RESPONDENT COURT OF APPEALS, HAS THERE BEEN ANY MENTION ABOUT IT. IS IT A LOST MONEY? WHY? TO WHOM SHOULD IT BE PAID?

## II

IS THE DECISION OF THE COURT A QUO, AS AFFIRMED BY RESPONDENT COURT OF APPEALS, TO WIT: "DECLARING NULL AND VOID THE FOLLOWING (a) THE DEED OF EXTRAJUDICIAL SETTLEMENT OF ESTATE EXECUTED BY THE HEIRS OF DR. PACIANO T. GARCIA AND MRS. ERNESTINA U. GARCIA EFFECTING LAND DESCRIBED IN ORIGINAL CERTIFICATE OF TITLE NO. 106 AND P-41 OF THE SULU REGISTRY; (b) THE DEED OF SALE OF LOT NO. 4 OF THE SUBDIVISION PLAN PCS-09-000699 EXECUTED BY DEFENDANT HENRIETTA G. BORJA IN FAVOR OF DEFENDANT BRIGIDA CONCULADA; AND (c) THE DEED OF DONATION OF LOT NO. 4 OF SUBDIVISION PLAN PCS-09-000699 IN FAVOR OF DEFENDANTS IMELDA, CONCEPCION, MA. SONIA AND ROSALIE - ALL SURNAMED CONCULADA, AND ARE HEREBY ORDERED CANCELLED," - - WITHOUT ANY LEGAL BASIS AT ALL TENABLE?

## III

ASSUMING ARGUENDO THAT THE ABOVE DECISION AS LEGAL AND VALID, HOW CAN THE OTHER PORTION OF THE DECISION WHICH STATES: "DEFENDANT PACIANO GARCIA, JR. AND HENRIETTA G. BORJA (OR HER REPRESENTATIVE) ARE ORDERED TO FORTHWITH EXECUTE A DEED OF CONVEYANCE IN FAVOR OF KIMTOY JAMAANI-WEE MARRIED TO PLAINTIFF TIAN SU WEE, OF LOT NO. 4 x x x COLLECT THE PURCHASE PRICE OF THE SAID LAND IN THE SUM OF FOUR HUNDRED FIFTY FIVE THOUSAND PESOS (P455,000.00) WHICH PLAINTIFF CONSIGNED AND DEPOSITED WITH THE OFFICER-IN-CHARGE OF BRANCH III, REGIONAL TRIAL COURT OF SULU," BE LEGALLY IMPLEMENTED?

## IV

AS BETWEEN PETITIONERS SPOUSES BRIGIDA AND LEE KANG AND THEIR CHILDREN PETITIONERS CONCEPCION TAN, IMELDA SALASA, SONIA JULJANI, AND ROSALIE ABDULLA ON ONE HAND AND RESPONDENTS SPOUSES KIMTOY JAMAANI-WEE AND TIAN SU WEE, ON THE OTHER, WHO HAS A BETTER RIGHT TO LOT NO. 4, THE SUBJECT OF THIS CONTROVERSY? AND WHO HAD BEEN PREJUDICED AND HAD SUFFERED MORAL, ACTUAL OR COMPLEMENTARY, NOMINAL TEMPERATE, LIQUIDATED AND EXEMPLARY OR CORRECTIVE DAMAGES?<sup>[10]</sup>