

## THIRD DIVISION

[ CA-G.R. CV NO. 100100, May 28, 2014 ]

**NENITA CASAMPOL ANDEVELYN BALMONTE LARON,  
PLAINTIFFS-APPELLANTS, VS. ESTRELLA B. VICTORIA,  
CARMENCITA G. MAURICIO, LOLITA B. ESPONILLA AND  
EVANGELINE B. MAÑAS, DEFENDANTS-APPELLEES.**

### DECISION

**BUESER, J.:**

Before this Court on appeal is the Judgment dated 18 December 2012<sup>[1]</sup> rendered by the Regional Trial Court of Agoo, La Union, Branch 32, which dismissed the present amended complaint for annulment of documents and damages filed by plaintiffs-appellants Nenita Casampol and Evelyn Balmonte ("Appellants") against defendants-appellees Estrella Victoria, Carmencita Mauricio, Lolita Esponilla and Evangeline Mañas ("Appellees"). The dispositive portion of said Judgment reads in this wise:

"WHEREFORE, the instant case is hereby DISMISSED for lack of merit.

*The Deed of Extra-Judicial Settlement of Estate dated December 31, 1994 is valid without prejudice to the filing of any criminal or civil action with respect to the allegation of forgery in the signature of Wilfredo Balmonte. The Deed of Absolute Sale dated July 2, 1996 is likewise declared valid.*

*SO ORDERED."*

#### **The Facts**

The pertinent facts and antecedent proceedings, as borne by the records, are as follows:

Deceased Spouses Felipe Balmonte and Pastora Pascua were the original registered owners of a parcel of land located in Barangay Udiao, Rosario, La Union with an area of 2,796 square meters and covered by Transfer Certificate of Title No. T-19866. They have four (4) children, namely: Teofista, Antonina, Wilfredo and Florentino. Appellant Casampol is the daughter of Teofista while appellant Balmonte is the daughter of Antonina. Appellees, on the other hand, are the stepchildren of Florentino.

After the death of Spouses Felipe and Pastora, their children executed an Extra-Judicial Settlement of Estate dated 31 December 1994<sup>[2]</sup> partitioning said property among themselves.

Thereafter, in a Deed of Absolute Sale dated 2 July 1996,<sup>[3]</sup> Antonina sold in favor of appellees two hundred ninety-seven square meters (297 sq. m.) of the subject land

representing one-half portion of her allotted share therein. Antonina supposedly needed the money to settle a case filed against her by a certain Romeo Libunao. Appellee Victoria paid for the notarial fees for the preparation of said document and also paid Antonina's obligation to Romeo Libunao. Consequently, appellees became the registered owners of the portion that they had acquired from Antonina.

Apparently, Antonina was accompanied by appellant Casampol during the negotiation of the sale and that the latter in fact signed as a witness to the deed of sale. She was likewise a witness in the execution of the deed of extra-judicial settlement.

Claiming that deceased Pastora had sold the subject land in favor of Teofista and Antonina, appellants filed the present amended complaint on 18 January 2011 seeking the annulment of the aforesaid deed of extra-judicial settlement and deed of absolute sale.<sup>[4]</sup>

According to appellants, after purchasing the subject land from deceased Pastora in consideration of Fifty Thousand Pesos (P50,000.00), Teofista and Antonina sold the same in favor of their daughters on 14 February 1990. Said sale was made verbally and also in consideration of Fifty Thousand Pesos (P50,000.00). The certificate of title was then given to them and was kept by appellant Casampol. Afterwards, appellants took actual possession of the subject land for more than twenty (20) years and had introduced improvements by constructing two (2) concrete houses thereon. They also paid the realty taxes of said land.

Countering appellants' postulations, appellees maintained the validity of the disputed sale by detailing the process by which said sale had been negotiated and consummated. They alleged that the Register of Deeds even requested Casampol to surrender the duplicate original of the title and that the latter rejected such request. They also claimed that they have been paying the realty taxes on the land that they had purchased although they were not in possession thereof.

In the now assailed Judgment, the trial court sustained the validity of the disputed deeds noting that the same had been notarized and had in fact been attested to by appellant Casampol as a witness. The trial court emphasized that appellant Casampol, a police officer, is a learned woman and cannot therefore feign ignorance of the nature and content of said deeds.

Considering, however, that the issue had been belatedly raised and remained unsubstantiated, the trial court did not delve into the alleged forged signature of deceased Wilfredo in the deed of extra-judicial settlement. It was further observed that even if Wilfredo's signature had in fact been forged, Antonina validly conveyed to appellees the ownership over half of her share in the partitioned property. Simply put, the disputed sale did not involve Wilfredo's share in the estate as it only pertains to half of Antonina's share.

Lastly, the trial court discarded the testimony of Casampol finding it unbelievable and contrary to Filipino family culture. Said testimony, the trial court ruled, is not worthy of belief and cannot substantiate the alleged conveyance of the entire land in favor of appellants.

Aggrieved, appellants filed the instant appeal.

### **The Issue**

The main issue to be resolved in this petition is whether the trial court erred in upholding the title of appellees over one-half portion of Antonina's share in the disputed estate as against the proprietary claim of appellants over the entire property.

### **The Court's Ruling**

We find the present appeal bereft of merit.

Impugning the factual findings and legal conclusions of the trial court, the appellants espouse the following points of contention: *First*, the oral contracts, having been executed, are valid and enforceable and have thus conveyed the right of ownership and possession over the entire property in their favor; *Second*, the deed of extra-judicial settlement is null and void considering that it was simulated and the signature of Wilfredo had been falsified; *Third*, the subject property can no longer be subject of the extra-judicial settlement of estate and sale in light of the fact that its ownership had already been transferred to appellants; and *Fourth*, the appellees acted in bad faith in purchasing the one-half portion of Antonina's share given that appellants had been in open, public and continuous possession over the entire land in the concept of an owner.

We are not persuaded.

A reading of the records of this case readily reveals no reversible error on the part of the trial court when it sustained the validity of the Deed of Extra-Judicial Settlement and Deed of Absolute Sale. As against the unsubstantiated and implausible adverse claim of appellants over the subject property and absent proof that renders said documents null and void, the evidence on record clearly establishes the title of the appellees over the land that they had purchased. In fine, appellants have failed to overcome their burden to prove their affirmative allegation that they had previously acquired title over the entire lot prior to the execution of the disputed deeds.

Jurisprudence is replete with rulings that in civil cases, the party who alleges a fact has the burden of proving it. Burden of proof is the duty of a party to present evidence on the facts in issue necessary to prove the truth of his claim or defense by the amount of evidence required by law.<sup>[5]</sup>

Emphatically, aside from their mere say so, appellants failed to present clear and competent evidence to prove the execution, more so the validity of the oral contracts upon which they anchor their proprietary claim. No amount of reiteration and insistence can give a semblance of credibility and merit to appellants' claim that the deceased Pastora verbally sold the entire land in favor of their parents, and that they eventually acquired title thereto also through a verbal contract sale.

True, where a verbal contract of sale has been partially executed, the contract is taken out of the scope of the Statute of Frauds, which requires that a contract for the sale of real property or of an interest therein shall be unenforceable unless the sale or some note or memorandum thereof is in writing and subscribed by the party or his agent.<sup>[6]</sup>

Yet again, given the lack of preponderant evidence to prove the existence of said oral contracts, the query as interposed by appellants of whether the Statute of Frauds applies in the present controversy finds no relevance. There is no evidence to