

NINTH DIVISION

[CA-G.R. SP NO. 95374, August 31, 2006]

**CECILIO A. PINEDA, PETITIONER, VS. VIRGINIA A. PINEDA, AND
DR. SOCORRO PINEDA-ACOSTA, RESPONDENTS.**

D E C I S I O N

REYES, JR., A. J.:

In this *Petition for Review* under Rule 43 of the 1997 Rules of Civil Procedure, petitioner Cecilio A. Pineda seeks to nullify and set aside the 19 May 2005 *Resolution*^[1] of the Department of Justice which denied petitioner's appeal of the 29 June 2004 *Resolution*^[2] issued by the Olongapo City Prosecutor.

The antecedent facts:

To resolve the worsening family feud, the late private respondent Virginia Pineda, through the advice of co-private respondent Dra. Socorro Pineda-Acosta, sought the intervention of barangay officials of East, Bajac-Bajac, Olongapo.

On 16 January 2004, private respondent Virginia Pineda submitted an *Affidavit* (Sworn Statement)^[3] before the barangay court, the pertinent portion of which reads:

"4. That sometime in 1985, my eldest son Cecilio, then married, requested that I give him solely my share of my inherited parcel of land, which is ¼ of the entire property, instead of dividing it among my four children. I stood firmly not to give in to his request because at that time, he was under the influence of bad company, not to mention the fact, that his wife and I were not in good terms. Now I recall, daily he would come to the house to reiterate his request to the point that I got irritated because I felt intimidated. Until one day he challenged me to give it to him in exchange of his waiver to whatever share we would give him at No. 37 – 22nd Street. So he made me sign a prepared document entitled 'Special Power of Attorney' authorizing him full power to negotiate, transfer and sell my share of the property.

5. In 1986, Cecilio acquired a personal loan from a certain James Dennison making Lot NO. 30 a collateral. He fooled my three siblings who are co-owners of Lot No. 30 into signing a document which he said was an instrument to divide and separate the property, but which in truth and in fact was a Special Power of Attorney authorizing him to do whatever he wants to the Lot. When he was unable to pay his loan to James Dennison, he was forced to sell the lot at a bargain price of three hundred sixty thousand pesos (P360,000.00) to

a certain Mary Go Uy, without any right to re-purchase. Enraged because they knew they were doomed to be landless and homeless, my brothers and sister, did not have any choice. While my siblings got ninety thousand pesos (P90,000.00) each, my son never got hold of his share of the sale since it went directly to J. Dennison who was present during the transaction. Now landless, homeless and penniless, he came back to claim his share of Lot No. 37, to which before, he said he issued to me a waiver. I looked everywhere in the house desperately, and literally turned the house over looking for that waiver, but there was none.

6. At this point in our lives, my husband and I now realized our son is capable of squandering anything within a week. So, on February 22, 1993, before one of us would have outlived the other, we decided to sell the only property we possess to our daughter Socorro in the amount of one hundred seventy thousand pesos (P170,000.00) before it could have turned to ashes in the wink of an eye. As additional consideration for the said sale, we requested Socorro to give two hundred thousand pesos (P200,000.00) each to Cecilio and Emma (or Emma's children) which she agreed. Teresita is mentally disabled and we appointed Socorro to take care of her when we would have gone ahead. I remember, Cecilio accompanied my husband and Socorro to register the sale at the Register of Deeds. Thereafter, we have the Deed of Absolute Sale notarized by personally seeing Atty. Lourdes De Dios.

7. In 1996, my husband had lung cancer. At about this time, instead of visiting his father, Cecilio had obtained cash advances from Socorro, time and again amounting to one hundred ten thousand pesos (P110,000.00) of his supposed share, leaving a balance of ninety thousand pesos (P90,000.00). After my husband's death, he pressured and intimidated Socorro to give him the balance so he won't bother her ever again. After referring the matter to me and to her lawyer, Socorro gave the balance in the hope that she would have peace thereafter. Cecilio signed the document entitled 'Release, Waiver and Quitclaim.

8. We had peace for quite a while thereafter, he never visited me or his sister, Socorro, or at least for the time being that he was spending the money. He never really wanted to work for a living, in the same way that he never really wanted to finish his studies. When he had squandered the last portion of his supposed share, he came back to me and my daughter Socorro, asking for more money, claiming that the share that he got was too small, raising his voice in front of me. The last time that he came to the house was November, 2003 when he asked me to call for Socorro because he had a 'proposition'. He tagged a new price for the property: five million pesos!