



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

Please take notice that the Court, First Division, issued a Resolution dated February 13, 2023 which reads as follows:

“G.R. No. 205697 (Heirs of Jose U. Seraña, Heirs of Arturo U. Seraña, Claro T. Seraña, Sonia Seraña Arsenal, Heirs of Teogenes M. Seraña and Susano M. Seraña v. Heirs of Filomeno S. Luza, Rosalio S. Salva, Victorico P. Seraña, Lino M. Seraña, Faustino M. Seraña, Rosalia S. Gamolo, Catalino M. Seraña, Belen Seraña Micubo, Salustiano G. Seraña, Romeo U. Seraña and Heirs of Ladislao M. Seraña and Lew M. Pineda). — This Petition for Review on *Certiorari*¹ (Petition) seeks to reverse and set aside the Decision² dated 29 June 2012 and the Resolution³ dated 08 January 2013 of the Court of Appeals (CA) in CA-G.R. CV No. 01861. The CA Decision reversed the Judgment⁴ dated 21 January 2009 of Branch 23, Regional Trial Court (RTC) of Cagayan De Oro City in Civil Case No. 9956.

Antecedents

The case emanated from a dispute over a parcel of land with an area of 36,769 square meters located in Looc, Opol, Misamis Oriental (subject property) and covered by Original Certificate of Title (OCT) No. 8837 in the name of spouses Alejo and Dorotea Seraña (Spouses Seraña).⁵

In his lifetime, the late Alejo Seraña contracted two marriages. He was first married to Pilar Valentin, with whom he had four children, namely: Andrea, Victorino, Raymundo, and Saturnina. Subsequently, he married

¹ *Rollo*, pp. 67-90.

² *Id.* at 129-156; penned by Associate Justice Edgardo T. Lloren and concurred in by Associate Justices Maria Elisa Sempio Diy and Jhosep Y. Lopez (now a Member of this Court).

³ *Id.* at 181-185; penned by Associate Justice Edgardo T. Lloren and concurred in by Associate Justices Jhosep Y. Lopez (now a Member of this Court) and Henri Jean Paul B. Inting (now a Member of this Court).

⁴ *Id.* at 91-128; penned by Presiding Judge Ma. Anita M. Esguerra-Lucagbo.

⁵ *Id.* at 91.

Dorotea Maagad and they had ten children, namely: Lino, Ladislao, Tirso, Juan, Zosimo,* Faustino, Protacio, Rosalia, and Alfredo and Tadea.⁶ During the second world war, both Spouses Seraña died intestate, leaving behind subject property.⁷

Petitioners Jose U. Seraña (Jose), Arturo U. Seraña (Arturo), Claro T. Seraña, Sonia S. Arsenal, Teogenes M. Seraña (Teogenes), and Susano M. Seraña are grandchildren of Spouses Seraña. Other heirs were impleaded as defendants, now respondents, for being unwilling co-plaintiffs, namely, Rosalio S. Salva (Rosalio), Victorico P. Seraña (Victorico), Alejo V. Seraña (Alejo), Lino M. Seraña (Lino), Faustino M. Seraña (Faustino), Rosalio S. Gamolo (Rosalia), Romeo U. Seraña (Romeo), Catalino M. Seraña (Catalino) and Belen S. Micubo (Belen).⁸

Petitioners alleged that in 1982, through trickery, machination, and fraud, respondents Lew M. Pineda (Pineda) and Filomeno Luza (Luza) executed an Extra-Judicial Settlement (EJS) dated 22 January 1982 which conveyed the subject lot in favor of Ladislao.⁹ They claimed that not all the heirs participated in the execution of the document. Several of the signatures were fake and some of the parties signed the document without understanding the nature and purpose of the same. The purported signatories of the EJS did not even appear before the notary public.¹⁰

They further averred that in September 1983, respondents used trickery, machination and fraud to convince Ladislao, who was then already suffering from mental infirmities, to file a petition before the RTC of Misamis Oriental for the issuance of the new owner's duplicate copy in lieu of OCT No. 8837, which was allegedly lost. The petition was granted.¹¹ Pursuant to this Order and the EJS, OCT No. 8837 was cancelled and Transfer Certificate of Title (TCT) No. T-8030 was issued in the name of Ladislao. On 09 November 1983, Ladislao then conveyed the land to Pineda through a Deed of Sale. Subsequently, TCT No. T-8049 was issued in Pineda's name.¹²

Petitioners argued that Ladislao had no authority to file the petition because he was not the administrator or executor of the estate of Alejo and Dorotea.¹³ Moreover, it was impossible for Ladislao to execute the above documents as he was very old, and as early as 01 January 1980, he had been suffering from serious mental infirmities that deprived him of a sound mind and rendered him incapable of doing any voluntary act. It was Pineda,

* "Zosima" in some parts of the *rollo*.

⁶ Id. at 103; Records, Vol. I, pp. 40, Vol. (not indicated), pp. 68, 71, 171-172, 330-333, 355-356; TSN, 08 October 2001, pp. 19-23; TSN, 30 July 1997, pp. 64-65; TSN, 09 September 1997, pp. 6-7.

⁷ Id. at 131-132.

⁸ Id. at 132.

⁹ Id. at 91, 132-133; Exhibit "33", folder of exhibits, p.180.

¹⁰ Id.

¹¹ Id. at 133.

¹² Id.

¹³ Id. at 92.

together with Luza, who orchestrated the nefarious scheme to obtain the subject lot.¹⁴

On 28 November 1984, petitioners filed a complaint before the RTC for the nullification of the: (1) EJS dated 22 January 1982; (2) Order dated 29 September 2983 of Branch 20, RTC of Misamis Oriental in Misc. Case No. 70 granting the petition of Ladislao for the issuance of a new owner's copy of OCT No. 8837; (3) Deed of Absolute Sale dated 09 November 1983 executed by Ladislao in favor of Pineda; and (4) TCT No. T-8049 in the name of Pineda.¹⁵

In his Answer, Pineda denied the allegations and claimed that he was an innocent purchaser for value and in good faith.¹⁶

During trial, petitioners presented Luza, Ladislao's nephew, as a hostile witness. Luza narrated that Pineda approached him and his cousin, Romeo, in December 1981 to ask their assistance in buying the subject lot from Ladislao, who at that time was already old and senile. Pineda promised Luza and Romeo that if the property will be transferred to him, they will receive ₱100,000.00 and ₱50,000.00, respectively.¹⁷ A few days after, Pineda brought Luza a document entitled Extrajudicial Settlement stating that the heirs of Spouses Alejo Serifa have waived and renounced their rights over the subject lot in favor of Ladislao. Pineda then told Luza to have the heirs sign the document. Romeo, in turn, told Pineda not to worry about the other heirs because he was adept at forging signatures. Luza further testified that of the 12 heirs mentioned in the document, only five of them actually affixed their signatures, namely: Rosalio, Victorico, Salustiano Serifa, Romeo, and Luza. The signatures of Belen, Faustino, Catalino, Lino, Alejo, and Rosalia were forged by Romeo in Luza's presence.¹⁸

Luza also claimed that he had a Special Power of Attorney (SPA) dated 16 June 1983 designating him as Ladislao's attorney-in-fact to sell the subject lot. He obtained Ladislao's thumb mark by pressing the latter's thumb to the document. He did this in the presence of Ladislao's live-in partner, Pilipina Ebajay (Pilipina), and their children, Perla and Romeo Ebajay. The document was then brought to Romeo so he could forge Ladislao's signature.¹⁹ The Deed of Absolute Sale dated 09 November 1983 that conveyed the subject lot to Pineda was likewise executed in the same manner. When Luza refused to sign as witness, Romeo initialed the document for Luza upon Pineda's instruction.²⁰

¹⁴ Id.

¹⁵ Id.

¹⁶ Id.

¹⁷ Id. at 134.

¹⁸ Id. at 135.

¹⁹ Id.

²⁰ Id. at 136.

Meanwhile, Alejo and Dorotea's grandchildren testified on the invalidity of their respective parents' signature. Arturo testified that Juan, his father, did not authorize Romeo to sign the document in his behalf.²¹ Gloria Seraña Limquiaco, Faustino's daughter, testified that the signature in the extrajudicial settlement is not her father's signature. Briccio Seraña, Lino's son, testified that the signature appearing in the document is not of his father. Teogenes, Tirso's son,²² testified that the signature on the document is not of his brother, Catalino. Additionally, Pilipina testified that on 01 November 1981, Ladislao became mentally incapacitated when he slipped into a ravine and hit his head. After said incident, Ladislao could no longer recognize the people around him. He had to be spoon fed and moved his bowel in his pants.²³

For his part, Pineda presented, among others, notary public Atty. Jose M. Balaba (Atty. Balaba) who confirmed the genuineness and due execution of the SPA, particularly that the signature of Ladislao was affixed in his presence. He also testified that he required Ladislao to affix his thumb mark in order to make sure that he is the same person who is executing the document.²⁴

After trial on the merits, the RTC issued a Judgment in favor of petitioners, ruling that the Deed of Sale was invalid for being forged and falsified. The RTC held that even if Ladislao executed it, he was not of proper mental capacity because at that time he was already old and senile. The RTC also pronounced the EJS invalid for not having been signed by all the heirs of Alejo and Dorotea.²⁵

Dissatisfied, Pineda filed an appeal with the CA.

Ruling of the CA

On 29 June 2012,²⁶ the CA granted the appeal, *viz*:

WHEREFORE, in view of the foregoing, the assailed Judgment of the Regional Trial Court, 10th Judicial Region, Branch 23, Cagayan de Oro City in Civil Case No. 9956 2779 is hereby annulled and set aside and a new one entered:

1. Dismissing the complaint filed by the plaintiffs-appellees against defendant-appellant Lew M. Pineda and the TCT No. 8049 under his

²¹ Id. at 137.

²² Id. at 104.

²³ Id. at 138-19.

²⁴ Id. at 112, 140-141.

²⁵ Id. at 126-128.

²⁶ Id. at 129-156.

- name shall remain;
2. Declaring VALID the questioned Deed of Sale dated November 9, 1983 and the Extra Judicial Partition dated January 22, 1982 and;
 3. No pronouncement as to costs.

SO ORDERED.²⁷

The CA held that Ladislao's old age and sickness at the time of the execution of the questioned documents do not prove that he was mentally incapacitated. The law presumes that every person is of sound mind and that a person is not incapacitated to contract merely because of advanced years or by reason of physical infirmities.²⁸ Only when such age or infirmities impair his mental faculties to such extent as to prevent him from properly, intelligently and fairly protecting his property rights is he considered incapacitated.²⁹

Further, the CA gave more credence to the testimony of Atty. Balaba than that of Luza since the testimony of a notary public enjoys greater credence than that of an ordinary witness.³⁰ The CA emphasized that notarized documents enjoy the presumption of due execution. More importantly, the CA did not agree with the RTC that Ladislao's signatures on the assailed documents were forged.³¹ The CA noted that the RTC concluded that said signatures were forged based solely on Luza's testimony. There is no showing that the RTC conducted an accurate examination of Ladislao's signature and compared it with his authentic signatures.³² Upon conducting a cautious comparison of the signatures of Ladislao in the assailed documents with the signatures found in the document that petitioners claimed to be genuine, the CA opined that the signatures appeared similar and no noticeable distinct differences are present.³³

Moreover, the CA held that petitioners failed to present clear and convincing evidence to nullify the EJS, a notarized document. The witnesses did not present any evidence of the genuine signatures of their parents and only claimed forgery based on their familiarity with their parents' signature.³⁴

The Motion for Reconsideration was denied by the CA in its Resolution dated 08 January 2013.³⁵ Hence, this Petition.

²⁷ Id. at 155-156.

²⁸ Id. at 148.

²⁹ Id. at 148-149.

³⁰ Id. at 151.

³¹ Id.

³² Id. at 152.

³³ Id. at 153.

³⁴ Id. at 153-154.

³⁵ Id. at 181-185.

Issue

Aggrieved, petitioners are now before this Court raising the issue of whether or not the CA erred in ruling that the EJS is valid.³⁶

The Court's Ruling

The Petition is meritorious.

Petitioners insist that since the EJS is not signed by all the children and compulsory heirs of Spouses Seraña, the same is null and void.³⁷ In particular, Alfredo and Tadea were not included in the EJS. As such, the EJS is null and void.³⁸

We agree. The findings of this Court shall be discussed *in seriatim*.

Petitioners failed to prove by clear and convincing evidence that the assailed signatures were forged

At the outset, We note that the issue of the forgery of the signatures of Ladislao, Juan, Faustino, Lino, and Tirso is one intimately related to the issue at hand. Verily, such issue is a question of fact that this Court generally cannot rule upon in a Rule 45 petition. Given the contrary findings of the RTC and the CA, however, this Court may review the evidence and resolve such question.³⁹

Notably, no technical examination was done by an expert witness. The RTC ruled in favor of petitioners since Ladislao was already old and weak, physically and mentally, and because the notary public who notarized the EJS and the Deed of Sale was not presented in court.⁴⁰ The CA, however, examined the records and ruled that Ladislao's signature in the assailed documents appeared to be similar to his signatures in the documents averred to be authentic by both parties.⁴¹ Anent the authenticity of the signature of Juan, Faustino, Lino and Tirso, on the other hand, only the CA discussed the

³⁶ Id. at 82-83.

³⁷ Id. at 85.

³⁸ Id. at 73-74, 253.

³⁹ See *Carbonell v. Carbonell-Mendes*, 762 Phil. 529, 537 (2015); see also *Gepulle-Garbo v. Spouses Garabato*, 750 Phil. 846, 855 (2015).

⁴⁰ *Rollo*, p. 120.

⁴¹ Id. at 153.

same in passing. The appellate court merely pronounced that the testimonies of petitioners' witnesses failed to overturn the presumption of validity of a notarized document.⁴²

We agree with the CA. An exhaustive perusal of the records reveals that petitioners failed to prove by clear and convincing evidence that the assailed signatures were forged. It is settled that forgery cannot be presumed and must be proved by clear, positive and convincing evidence and that the burden of proof lies on the party alleging forgery. One who alleges forgery has the burden to establish his case by a preponderance of evidence, or evidence which is of greater weight or more convincing than that which is offered in opposition to it. The fact of forgery can only be established by a comparison between the alleged forged signature and the authentic and genuine signature of the person whose signature is theorized to have been forged.⁴³ Petitioners failed to discharge this burden.

The bare assertion on the part of petitioners' witnesses that the signatures in the EJS and the Deed of Sale are not that of their parents or sibling is not enough. No additional witnesses and documents were submitted to prove the forgery. They could have presented signature specimens or even an expert witness in order to establish forgery. Their failure to do so render their allegations unconvincing.⁴⁴ Thus, the presumption of validity of the EJS and Deed of Sale as notarized documents is left unscathed.⁴⁵

To stress, a notarized document has in its favor the presumption of regularity and the truthfulness of its contents. A notarized document, being a public document, is evidence of the fact which gave rise to its execution.⁴⁶ It is a *prima facie* evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution. Regarded as evidence of the facts therein expressed in a clear, unequivocal manner, public documents enjoy a presumption of regularity, which may only be rebutted by evidence so clear, strong and convincing as to exclude all controversy as to falsity. The burden of proof to overcome said presumptions lies with the party contesting the notarial document. One who denies the due execution of a deed where one's signature appears has the burden of proving that contrary to the recital in the *jurat*, one never appeared before the notary public and acknowledged the deed to be a voluntary act.⁴⁷

Records reveal that there is no evidence to substantiate that Ladislao, Juan, Faustino, Lino, and Tirso did not appear before the notary public to execute the assailed documents aside from the bare testimony of petitioners'

⁴² *Id.* at 153-154.

⁴³ See *Gepulle-Garbo v. Spouses Garabato*, supra note 39 at 856.

⁴⁴ See *Spouses Alfaro v. Court of Appeals*, 548 Phil. 202, 216 (2007).

⁴⁵ *Id.* at 217.

⁴⁶ *Republic v. Macabagdal*, G.R. No. 203948, 22 January 2020.

⁴⁷ *Spouses Coronel v. Quesada*, G.R. No. 237465, 07 October 2019.

witnesses. Their disavowal, without the support of clear and convincing evidence, has not reached the threshold of the required quantum of proof of clear and convincing evidence as to overcome the presumption of regularity attached to public documents. The denial, therefore, is insufficient to discredit the validity of the notarized documents.⁴⁸

The EJS is null and void

The above notwithstanding, We rule that the exclusion of Alfredo and Tadea in the EJS renders said document null and void. This Court had consistently ruled that a deed of extrajudicial partition executed to the total exclusion of any of the legal heirs, who had no knowledge of and consent to the execution of the same, is fraudulent, vicious, and a total nullity, as in this case. As such, it produced no effect whatsoever either against or in favor of anyone.⁴⁹

It bears to stress that all petitioners herein are indisputably legitimate heirs of Spouses Serifia, and consequently, entitled to inherit from them in equal shares pursuant to Articles 979 and 980 of the Civil Code.⁵⁰ As such, upon the death of Spouses Serifia, their heirs acquired their respective inheritances, entitling them to their pro-indiviso shares in their estate, which includes the subject property. Hence, all the heirs should have participated in the execution of the EJS. Considering that Alfredo,⁵¹ at the very least, was admittedly excluded therein,⁵² the EJS was not valid and binding upon him and consequently, a total nullity.⁵³

Section 1, Rule 74 of the Rules of Court provides:

SECTION 1. *Extrajudicial settlement by agreement between heirs.* — . .

The fact of the extrajudicial settlement or administration shall be published in a newspaper of general circulation in the manner provided in the next succeeding section; but no extra judicial settlement shall be binding upon any person who has not participated therein or had no notice thereof. (Underscoring added.)

⁴⁸ Id.

⁴⁹ *Spouses Rol v. Racho*, G.R. No. 246096, 13 January 2021.

⁵⁰ ART. 979. Legitimate children and their descendants succeed the parents and other ascendants, without distinction as to sex or age, and even if they should come from different marriages.

x x x x

ART. 980. The children of the deceased shall always inherit from him in their own right, dividing the inheritance in equal shares.

⁵¹ *Rollo*, p. 103.

⁵² Id. at 47-48, 251, 253-254.

⁵³ *Neri v. Heirs of Spouses Yusop*, 697 Phil. 217, 225 (2012).

The effect of excluding the heirs in the settlement of estate was further elucidated in *Segura v. Segura*,⁵⁴ thus:

It is clear that Section 1 of Rule 74 does not apply to the partition in question which was null and void as far as the plaintiffs were concerned. The rule covers only valid partitions. The partition in the present case was invalid because it excluded six of the nine heirs who were entitled to equal shares in the partitioned property. Under the rule "no extrajudicial settlement shall be binding upon any person who has not participated therein or had no notice thereof." As the partition was a total nullity and did not affect the excluded heirs, it was not correct for the trial court to hold that their right to challenge the partition had prescribed after two years from its execution . . .

We also note that there is no evidence that the publication requirement for the EJS was complied with.⁵⁵

However, while the settlement of the estate is null and void, the subsequent sale of the subject property made by Ladislao in favor of Pineda is valid, but only with respect to the former's proportionate share in subject property. It cannot be denied that Ladislao had acquired his respective share in the properties of Spouses Serifa from the moment of their death and that, as owner thereof, he can very well sell his undivided share in the estate.⁵⁶

To reiterate, since the EJS is invalidated, it is as if the Spouses' intestate estate, which includes the subject property, has yet to undergo proper settlement proceedings in accordance with prevailing law. Thus, while Spouses' heirs have indeed acquired rights over the subject property at the exact moment of the Spouses' death – and consequently, may convey such rights to third parties, such as the sale to Pineda – what they have are only inchoate rights over the said property. Otherwise stated, absent any proper settlement proceeding for the Spouses' estate due to the nullity of the EJS, the ownership of the subject property remains in the said estate, with the aforementioned parties only having inchoate interests therein.⁵⁷

Simply put, the sale of the subject property to Pineda is valid only insofar as the share of Ladislao is concerned. This is true though the TCT covering the entire property was issued in the name of Pineda, by virtue of the sale. The issuance or a certificate of title could not vest upon him ownership of the entire property; neither could it validate his purchase of the same which is null and void to the extent of the shares of petitioners. Registration does not vest title, for it is merely the evidence of such title. Our land registration laws do not give the holder any better title than what he actually has.⁵⁸

⁵⁴ Id. at 225-226, citing *Segura v. Segura*, 247-A Phil. 449, 456 (1988).

⁵⁵ See *Spouses Villafria v. Plazo*, G.R. No. 187524, 05 August 2015, 765 Phil. 761, 770-772 (2015).

⁵⁶ Supra note 56 at 226.

⁵⁷ Supra note 49.

⁵⁸ *Roman Catholic Bishop of Tuguegarao v. Prudencio*, 794 Phil. 462, 477 (2016).

As it stands, Pineda merely steps into the shoes of Ladislao, and petitioners are now the *pro indiviso* co-owners of the property.⁵⁹

Accordingly, subject property should revert back to the Spouses Serifa's estate, and only the parties' respective inchoate interests should be recognized in this case. It goes without saying that each heir is free to resort to the available remedies in order to settle the intestate estate, and subsequently, distribute/partition the property under prevailing laws, rules, and, jurisprudence.⁶⁰

Pineda is not a buyer in good faith

In this regard, We hold that neither can Pineda be considered a buyer in good faith.

A person, to be considered a purchaser in good faith or innocent purchaser for value,⁶¹ should buy the property of another without notice that another person has a right to, or interest in, such property, and should pay a full and fair price for the same at the time of such purchase, or before he has notice of the claim or interest of some other persons in the property.⁶² A buyer who could not have failed to know or discover that the land sold to him was in the adverse possession of another is a buyer in bad faith.⁶³

As to registered and titled land, the purchaser has no obligation to inquire beyond the four corners of the title. To prove good faith, he must only show that he relied on the face of the title to the property; and such proof of good faith is sufficient. However, the rule applies only when the following conditions concur, namely: *one*, the seller is the registered owner of the land; *two*, the latter is in possession thereof; and *three*, the buyer was not aware at the time of the sale of any claim or interest of some other person in the property, or of any defect or restriction in the title of the seller or in his capacity to convey title to the property. Absent any of the foregoing conditions, the buyer has the duty to exercise a higher degree of diligence by scrutinizing the certificate of title and examining all factual circumstances in order to determine the seller's title and capacity to transfer any interest in the property.⁶⁴

⁵⁹ Id.

⁶⁰ Supra note 49.

⁶¹ *Heirs of Spouses Suyam v. Heirs of Julaton*, G.R. No. 209081, 19 June 2019; *Melendres v. Catambay*, 844 Phil. 56, 93 (2018).

⁶² *EEG Development Corp. v. Heirs of De Castro*, G.R. No. 219694, 26 June 2019.

⁶³ *Heirs of Spouses Suyam v. Heirs of Julaton*, supra note 61.

⁶⁴ Supra note 62.

Verily, one cannot rely upon the indefeasibility of a TCT in view of the doctrine that the defense of indefeasibility of a Torrens title does not extend to transferees who take the certificate of title in bad faith.⁶⁵

This Court further reiterates that the burden of proving the status of a purchaser in good faith lies upon him who asserts that status and it is not sufficient to invoke the ordinary presumption of good faith, that is, that everyone is presumed to have acted in good faith.⁶⁶ A person who deliberately ignores a significant fact which would create suspicion in an otherwise reasonable man is not an innocent purchaser for value. A purchaser cannot close his eyes to facts which should put a reasonable man upon his guard, and then claim that he acted in good faith under the belief that there was no defect in the title of the vendor.⁶⁷

With the foregoing principles in mind, We hold that, based on his own disclosures during trial, Pineda could not be considered as a purchaser in good faith and for value because he had actual notice of facts that should have put him on deeper inquiry into Luza and Ladislao's capacity to sell subject property.

Notably, Pineda himself testified that the OCT Luza showed him during the the sale was under the name of Spouses Serina. Further, when he inspected the subject lot, he found a certain Hospicia Aranzo occupying the area. Yet, Pineda failed to inquire about the authority of Luza, and essentially of Ladislao, to sell the property.⁶⁸ In fact, Pineda admitted in cross-examination that he bought the property without seeing a title in Ladislao's name.⁶⁹

All told, there is absolutely no doubt in the mind of the Court that Pineda was not innocent purchaser of the subject property. In light of the foregoing, Pineda merely stepped into the shoes of Ladislao and acquired only the rights and obligations appertaining thereto, subject to the settlement of the estate of Spouses Alejo and Dorotea Serina.

Given that the EJS is null and void, the Court finds merit in the instant Petition.

WHEREFORE, the Petition is hereby **GRANTED**. The Decision dated 29 June 2012 and the Resolution dated 08 January 2013 of the Court of Appeals in CA-G.R. CV No. 01861 are **REVERSED and SET ASIDE**. Judgment is hereby rendered:

⁶⁵*Melendres v. Catambay*, supra note 61; *Spouses Sy v. De Vera-Navarro*, G.R. No. 239088, 03 April 2019.

⁶⁶*Melendres v. Catambay*, supra, citing *Aguirre v. Court of Appeals*, 466 Phil. 32, 45 (2004).

⁶⁷Supra at 95.


⁶⁸*Rollo*, pp. 114-115, 142-143.

⁶⁹*Id.* at 116.

1. **DECLARING NULL and VOID** the Extrajudicial Settlement dated 22 January 1982;
2. **DIRECTING** the Register of Deeds of Cagayan de Oro City to **CANCEL** TCT No. T-8030 issued in the name of Ladislao Serifa and to restore OCT No. 8837 with all its original annotations;
3. **DIRECTING** the Register of Deeds of Cagayan de Oro City to **CANCEL** any and all certificates of title traced from TCT No. T-8030, specifically TCT No. T-8049 in the name of Lew Pineda;
4. **DECLARING** Pineda as co-owner of the subject property with respect to the undivided share of Ladislao Serifa; and
5. **ORDERING** the reconveyance of the subject property to the intestate estate of Spouses Alejo and Dorotea Serifa.

SO ORDERED.” Rosario, J., on official leave.

By authority of the Court:


LIBRADA C. BUENA
 Division Clerk of Court 4/12/23

by:

MARIA TERESA B. SIBULO
 Deputy Division Clerk of Court

287-A

MAR 30 2023

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