



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames

Please take notice that the Court, Third Division, issued a Resolution dated **January 11, 2023**, which reads as follows:

“G.R. No. 237525 – REYNALDO FULE, Petitioner, versus FRANCIS B. BADUYA, Respondent.

This is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court assailing the Decision,² dated October 3, 2017, and the Resolution,³ dated January 31, 2018, of the Court of Appeals (CA), in CA-G.R. CV No. 104135. The assailed CA Decision and Resolution affirmed the Decision,⁴ dated July 14, 2014, of the Regional Trial Court (RTC), Branch 32, San Pablo City, Laguna, which declared null and void the Deed of Absolute Sale (DOAS), dated September 19, 2003, executed between Jose Vicente G. Fule (Jose Vicente) and Francis B. Baduya (Francis).

The Facts

Plaintiff-Appellee Jose Vicente and Third Party Defendant-Appellant Reynaldo Fule (Reynaldo) are brothers.⁵ Jose Vicente inherited a parcel of land in Barangay Palma II, Alaminos, Laguna, which was declared under his name under Tax Declaration (TD) No. 99-01-011-00400. Transfer Certificate of Title (TCT) No. T-530292 was likewise issued under Jose Vicente’s name after actual survey and determination of the portion adjudicated to him. Reynaldo was managing the subject parcel of land on behalf of his elder brother.⁶

Jose Vicente later found out that TD No. 99-01-011-00400 was canceled and that TD No. 99-01-011-00471 was issued to Francis on the basis

¹ *Rollo*, pp. 11-30.

² *Id.* at 30-66. Penned by Associate Justice Carmelita Salandanan Manahan and concurred in by Associate Justices Fernanda Lampas Peralta and Elihu A. Ybañez.

³ *Id.* at 26-28.

⁴ *Id.* at 74-92. Penned by Judge Agripino G. Morga.

⁵ *Id.* at 75.

⁶ *Id.* at 32.

of a DOAS, dated September 19, 2003, allegedly executed between him and Francis. However, Jose Vicente claimed that he did not even know Francis and that he did not participate in the execution of the DOAS, nor did he appear before the Notary Public who acknowledged its execution.⁷

Jose Vicente then filed a Complaint for “Declaration of Nullity of Sale, Recovery of Possession and Damages” against Francis.⁸ He further prayed that Francis or his agent be ordered to vacate the property and restore possession to him, as well as to pay damages for his dispossession of the property, as well as for attorney’s fees and exemplary damages.⁹

In his Answer, Francis alleged that it was Jose Vicente who offered to sell the property to his father Ubaldo Baduya (**Ubaldo**). The transaction was brokered and witnessed by Adelina N. Jaurigue (**Adelina**) and Reynaldo. The property was purchased on an installment scheme, and Ubaldo started paying in January 2002. Upon full payment of the purchase price, Ubaldo decided that his son Francis should be designated as the buyer of the property. On September 19, 2003, the DOAS was executed after constant follow-ups from Ubaldo and Adelina. Francis further alleged that Jose Vicente made it appear that the property was not covered by any title, but only by the tax declaration.¹⁰

After the transaction, Francis and Ubaldo constructed their house and planted on the property.¹¹ Thereafter, Jose Vicente in bad faith had the property covered by tax declaration, titled and sold the same to Susan Lagaya Flores (**Susan**). In his Answer, Francis prayed that Jose Vicente be ordered to surrender his owner’s duplicate of TCT No. T-530292 over the subject property, and pay damages and costs of suit.

The RTC then gave Francis a period of 10 days within which to file a third-party complaint. On December 2, 2005, Francis filed a Third-party Complaint in compliance with the RTC directive.

According to Francis, he only found out that Reynaldo failed to remit payments to Jose Vicente when the present complaint was filed. He thus prayed that Reynaldo be directed to remit the full amount of the purchase price paid by Ubaldo to Jose Vicente, or in the alternative, to reimburse Francis the total sum of PHP 2,362,000.00 representing the total value of the land and improvements introduced thereon, and for payment of attorney’s fees, exemplary damages, moral damages, litigation expense and costs of suit.¹²

⁷ *Id.*

⁸ *Id.* at 93.

⁹ *Id.* at 100-109.

¹⁰ *Id.* at 34.

¹¹ *Id.* at 77.

¹² *Id.* at 36-37.

The Ruling of the RTC

In its Decision, dated July 14, 2014,¹³ the RTC ruled in favor of Jose Vicente and declared null and void the contested DOAS. The RTC found that the DOAS is invalid as the signature of Jose Vicente therein is falsified.

The RTC considered the statements by Reynaldo to the effect that when he signed the DOAS, the said document did not have Jose Vicente's signature. It likewise considered the findings of the National Bureau of Investigation (NBI), which conducted an analysis of the signature of Jose Vicente and found that his signature in the DOAS does not match his other specimen signatures. Specifically, the NBI concluded that "the questioned and the sample specimen signatures "JOSE VICENTE G. FULE" WERE NOT WRITTEN by one and the same person."¹⁴

Moreover, the receipts presented to substantiate the alleged payment made to Jose Vicente by Ubaldo were not considered by the RTC, as the receipts do not even bear the former's signature, and were signed by Reynaldo and Adelina. The RTC also observed that the entries in the columnar book presented were not intended as payment for the sale of the lot, but were for other items such as *utang*, utility bills, car registration fees, and motorcycle purchase, among others. The books also do not disclose who paid for these items and to whom they have been paid.¹⁵

Thus, the RTC rendered its Decision in this wise:

WHEREFORE, judgment is hereby rendered as follows:

- a. **DECLARING** as null and void the Deed of Absolute Sale dated September 17, 2003 (*sic*) executed between Jose Vicente G. Fule and Francis Baduya;
- b. **DECLARING** as null and void Tax Declaration No. 99-01-011-00471, covering Lot 6201-A., Cad 727 Alaminos Cadastre, subject of the Deed of Absolute Sale dated September 17, 2003 (*sic*), now covered by Transfer Certificate of Title No. T-530292 registered in the name of plaintiff Jose Vicente G. Fule, and **DIRECTING** the Municipal Assessor of Alaminos, Laguna to cancel the said Tax Declaration;
- c. **DIRECTING** the defendant Francis Baduya and all persons claiming rights under him to surrender possession to the plaintiff Jose Vicente G. Fule, Lot 6201-A, Cad 727 Alaminos Cadastre,

¹³ *Id.* at 74-92.

¹⁴ *Id.* at 84.

¹⁵ *Id.* at 86-88.

now covered by Transfer Certificate of..Title No. T-530292 registered in the name of Jose Vicente G. Fule;

- d. **DIRECTING** the third party defendant Reynaldo G. Fule to reimburse defendant/third party plaintiff the full amount of consideration for the sale of Lot 6201A, Cad 727 Alaminos Cadastre that he received from the defendant/third party plaintiff, plus the value of the improvements introduced by the defendant/third party plaintiff on the land subject of the sale; and
- e. **DIRECTING** the third party defendant Reynaldo G. Fule to pay the costs of the suit.

SO ORDERED.¹⁶

The Ruling of the CA

Aggrieved, both Francis and Reynaldo filed separate appeals. The CA resolved their appeals as follows:

WHEREFORE, Francis B. Baduya's Appeal is **DENIED** while Reynaldo Fule's appeal is **PARTLY GRANTED**. The July 14, 2014 Decision of the Regional Trial Court, Branch 32, San Pablo City, Laguna, in Civil Case No. SP-6182(05) is hereby **AFFIRMED** with the following **MODIFICATIONS**:

1. Reynaldo Fule shall reimburse Francis B. Baduya the amount of Nine Hundred Twenty Five Thousand Pesos (Php925,000.00) which shall earn twelve percent (12%) interest per annum reckoned from the date of the latter's filing of a Motion for Leave to File Third Party Complaint with attached Third Party Complaint on December 2, 2005 until June 30, 2013; and, six percent (6%) interest per annum from July 1, 2013 until fully paid; and,
2. the dispositive portion letter (d) of the trial court's Decision where it held Reynaldo Fule liable to reimburse Francis B. Baduya "the value of the improvements introduced by the defendant/third party plaintiff on the land subject of the sale" is **DELETED**.

SO ORDERED.¹⁷

In its Resolution, dated January 31, 2018, the CA found no cogent reason to change its earlier Decision.

After examining the allegations in third party defendant-appellant's Motion for Partial Reconsideration, this Court finds the same to be a mere reiteration of the matters which have already been studied, considered and

¹⁶ *Id.* at 91-92. Emphasis in the original.

¹⁷ *Id.* at 65. Emphasis in the original.

In its Resolution, dated January 31, 2018, the CA found no cogent reason to change its earlier Decision.

After examining the allegations in third party defendant-appellant's Motion for Partial Reconsideration, this Court finds the same to be a mere reiteration of the matters which have already been studied, considered and passed upon by this Court in rendering the Decision sought to be reconsidered. In other words, no new valid and justifiable reason was raised to convince this Court to amend, much less, set aside its findings.

WHEREFORE, the Motion for Reconsideration is DENIED.

SO ORDERED.¹⁸

This prompted Reynaldo to file this Petition for Review under Rule 45.

The Issues

1. Did the CA correctly affirm the RTC finding that the sale between Jose Vicente and Francis is invalid?
2. Did the CA correctly affirm the RTC finding that Jose Vicente did not receive the proceeds of the sale from either Francis or Reynaldo?
3. Did the CA correctly affirm the RTC in holding Reynaldo liable for reimbursement in favor of Jose Vicente the full consideration of the sale of the subject lot, which he received from Francis?

The Ruling of this Court

The Petition is bereft of merit.

*The CA correctly declared the DOAS
null and void*

Both the CA and the RTC correctly held that the DOAS is null and void. Jose Vicente was able to prove that the signature therein was not his. Jose was able to support his allegation with NBI Questioned Documents Report No. 603-904, dated October 28, 2004, which concluded that the signature in the DOAS was not his, due to variances in the direction of strokes, manner of

¹⁸ *Id.* at 28.

In *People v. Baid*,²⁰ this Court emphasized that the value of expert testimony was best left to the trial courts.

Although courts are not ordinarily bound by expert testimonies, they may place whatever weight they may choose upon such testimonies in accordance with the facts of the case. **The relative weight and sufficiency of expert testimony is peculiarly within the province of the trial court to decide, considering the ability and character of the witness, his actions upon the witness stand, the weight and process of the reasoning by which he has supported his opinion; his possible bias in favor of the side for whom he testifies, the fact that he is a paid witness, the relative opportunities for study and observation of the matters about which he testifies, and any other matters which deserve to illuminate his statements.** The opinion of the expert may not be arbitrarily rejected; it is to be considered by the court in view of all the facts and circumstances in the case and when common knowledge utterly fails, the expert opinion may be given controlling effect. **The problem of the credibility of the expert witness and the evaluation of his testimony is left to the discretion of the trial court whose ruling thereupon is not reviewable in the absence of abuse of discretion.**²¹

Here, there was no showing that the RTC and the CA misappreciated the expert evidence and testimony put forth by Jose Vicente. There was also no indication that the conclusions derived therefrom were made in an arbitrary manner. The NBI document examiner presented and explained in detail the variances between Jose Vicente's specimen signatures and his alleged signature on the DOAS to the satisfaction of the RTC.

It also does not escape this Court that in Reynaldo's statements he confirmed that he signed the DOAS as witness even without Jose Vicente's signature upon the insistence of Francis. He further admitted that his brother was not present when he signed the DOAS as a witness to its execution. These statements bolster Jose Vicente's claim that the deed was not signed by him. The CA's conclusion is thus in line with the long-settled rule that "a forged deed of sale is null and void and conveys no title."²²

*The order for reimbursement is proper
as the petitioner admitted receipt of the
payments*

As the CA aptly noted, Reynaldo admitted the receipt of the payments from Francis, for the alleged sale. However, no credible evidence of the remittance of such payments to Jose Vicente has been put forth by the parties. Absent any reliable proof that the said amounts have been transferred to Jose

²⁰ 391 Phil. 552 (2000).

²¹ *Id.* at 571. Emphasis supplied.

²² *Spouses Aguinaldo v. Torres, Jr.*, 817 Phil 1179, 1186 (2017).

As the CA aptly noted, Reynaldo admitted the receipt of the payments from Francis, for the alleged sale. However, no credible evidence of the remittance of such payments to Jose Vicente has been put forth by the parties. Absent any reliable proof that the said amounts have been transferred to Jose Vicente, the RTC and CA were correct in finding Reynaldo liable for the amounts owing to his admission.

With respect to the reimbursement to be made to Francis, the CA correctly modified the RTC Decision by clearly specifying his liability. While Francis testified that he had remitted PHP 950,000.00 to Reynaldo, Reynaldo on the other hand, only testified to receiving PHP 925,000.00. The CA was therefore correct in adjusting the amount of what Reynaldo claims he has received.

Finally, we note that this Petition raises questions of fact which is not the province of a petition for review on *certiorari*. Time and again, this Court has held that it is not a trier of facts. Consistent with this, Rule 45 petitions must only deal with questions of law.²³

Based on the foregoing, the assailed CA Decision and Resolution are attuned with the facts and evidence presented. There being no reversible error on part of the CA, this Petition must be denied.

WHEREFORE, the Petition for Review on *Certiorari* filed by Reynaldo Fule is **DENIED**. The Decision, dated October 3, 2017, and the Resolution, dated January 31, 2018, of the Court of Appeals in CA-G.R. CV No. 104135 is **AFFIRMED**.

SO ORDERED.

By authority of the Court:

MisDobatt
MISAELO DOMINGO C. BATTUNG III
Division Clerk of Court *JB 5/11/23*

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²³ RULES OF COURT, Rule 45, sec. 1.

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The Presiding Judge
REGIONAL TRIAL COURT
Branch 32, San Pablo City, Laguna
(Civil Case No. SP-6182 (051))

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