



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **December 7, 2022** which reads as follows:*

“G.R. No. 256647 (Spouses Rollijun and Eva Marie Torio and Spouses Rollo and Belen Torio, *Petitioners* v. Candelaria Reyes Vda. De San Juan, represented by her Attorney-in-Fact, Rolando San Juan, as Guardian ad Litem, *Respondents*). — This Court resolves a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court assailing the Decision² and the Resolution³ of the Court of Appeals in CA-G.R. CV No. 113465, which affirmed with modifications the Decision⁴ of the Regional Trial Court. The Court of Appeals found that the subject property is the exclusive property of Victorina San Juan (*Victorina*), and that the sale of the property by Graciano Alberto (*Graciano*) to Spouses Rollijun and Eva Marie Torio and Spouses Rollo and Belen Torio (*Spouses Torio*) is valid only in so far as Graciano’s share in the co-ownership is concerned.

The instant case stemmed from a Complaint filed on January 16, 2008 by Candelaria Reyes Vda. De San Juan (*Candelaria*) for Annulment of Affidavit of Adjudication, Partition with Damages, to nullify the Affidavit of Adjudication executed by Graciano, and to cause partition of the subject property. Upon Candelaria’s death in 2012, she was represented by her youngest son, Rolando San Juan (*Rolando*).⁵

Candelaria was the widow of the late Julian San Juan (*Julian*) who died on July 25, 1962. The couple begot eight children, namely Victorina, Ciriaco, Adelaida, Antonio, Jovita, Florencio, Rolando, and Jesus. On January 22, 1961, Victorina married Graciano. Then on June 11, 1975, Victorina acquired, through inheritance from her late father, a parcel of land located at Barangay Malanday, Marikina City with an area of 1,020 square meters covered by Transfer Certificate of Title (*TCT*) No. N-982 issued by

¹ *Rollo*, pp. 47–67.

² *Id.* at 8–24. The November 26, 2020 Decision was penned by Elihu A. Ybañez, and concurred in by Associate Justices Rafael Antonio M. Santos and Tita Marilyn B. Payoyo-Villordon of the Tenth Division, Court of Appeals, Manila.

³ *Id.* at 40–42. The May 25, 2021 Resolution was penned by Elihu A. Ybañez, and concurred in by Associate Justices Rafael Antonio M. Santos and Tita Marilyn B. Payoyo-Villordon of the Tenth Division, Court of Appeals, Manila.

⁴ *Id.* at 106–112. The September 28, 2018 Decision in Civil Case No. 08-1226-MK was penned by Judge Anjanette N. De Leon Ortile of Branch 156, Regional Trial Court, Marikina City.

⁵ *Id.* at 10.

the Registry of Deeds of Rizal under the name of “Victorina S. Alberto,”⁶ with the following inscriptions, *viz.*:

[T]he provisions of Section 4 Rule 74 of the Rules of Court with respect to the inheritance left by the deceased Isidora Concepcion (From TCT 900014/I-727) and to the provisions of Sec. 4 Rule 74 of the Rules of Court with respect to the inheritance left by the deceased Julian San Juan.⁷

On August 20, 2006, Victorina died without any issue,⁸ leaving her mother, Candelaria, and her spouse Graciano, as her only intestate heirs. On May 22, 2007, Graciano executed an Affidavit of Adjudication adjudicating unto himself one-half unsegregated share in the parcel of land covered by TCT No. N-982 allegedly as sole heir. The said Affidavit was registered with the Registry of Deeds of Marikina City. As a result, TCT No. N-982 was canceled and TCT No. 478829 was issued in the name of Graciano, carrying over the restrictions and encumbrances inscribed on the TCT No. N-982.⁹

On November 23, 2007, Graciano sold the subject property to Spouses Torio. Upon confirmation that Graciano was the true and sole registered owner of the property and with the assurance that he could dispose of the said property, Spouses Torio agreed to buy the subject lot in the amount of PHP 3,800,000.00. The first installment of PHP 2,000,000.00 was paid upon execution of the deed of absolute sale while the remaining PHP 1,800,000.00 would be settled upon issuance of title in the name of Spouses Torio. On the basis of the deed of absolute sale, TCT No. 478829 was canceled in lieu thereof, and TCT No. 486704 was issued in the name of Spouses Torio. The restriction regarding the inheritance, which was inscribed in the title, was also canceled on November 26, 2007.¹⁰

Graciano alleged that he was the sole heir of his late wife Victorina considering that they have no children and the said property was registered under their names. He further emphasized that the funds used to build the conjugal home erected on the subject property came from their conjugal funds which were earned from their business.¹¹

On the other hand, Candelaria alleged that Graciano acted in bad faith when he adjudicated the entire subject property unto himself and eventually disposed of the same in favor of Spouses Torio despite knowing that the property was a paraphernal property of Victorina, who acquired the property by inheritance from her father. By reason of the execution of the Affidavit of

⁶ *Id.* at 49.

⁷ *Id.* at 9.

⁸ *Id.*

⁹ *Id.* at 50.

¹⁰ *Id.* at 10-11.

¹¹ *Id.* at 10.

Adjudication and issuance of the title to Graciano, Candelaria alleged that she was deprived of her lawful share and participation over the estate of her daughter Victorina.¹²

On September 28, 2018, the Regional Trial Court rendered its Decision,¹³ the dispositive portion of which reads:

WHEREFORE, in light of the foregoing, the above complaint for annulment of Affidavit of Adjudication, Partition and Damages is hereby DENIED.

SO ORDERED.¹⁴

The Regional Trial Court found that while the subject property was originally the exclusive property of Victorina, it had already become a conjugal property of Graciano and Victorina upon the construction of their conjugal home. It further held that since Graciano had the right to dispose of the property as the sole owner thereof, then the sale of the subject property to Spouses Torio is valid.

Disgruntled, Rolando filed an Appeal before the Court of Appeals. On November 26, 2020, the Court of Appeals rendered its Decision¹⁵ modifying the Regional Trial Court's Decision, the dispositive portion of which reads:

FOR THESE REASONS, the appeal is DENIED. The assailed Decision rendered on 28 September 2018 by the Regional Trial Court, Branch 156 of Marikina City in Civil Case No. 08-1226-MK and its Order dated 17 December 2018 are AFFIRMED with the following MODIFICATIONS:

1. That plaintiff-appellant Candelaria Reyes Vda. De San Juan, represented by Rolando San Juan and the rest of the surviving heirs are co-owners of the subject property with defendant-appellee Graciano Alberto;
2. The sale between defendant-appellee Graciano Alberto and defendant-appellees Spouses Rolijun and Eva Marie Torio and Spouses Rollo and Belen Torio is valid only in so far as the portion pertaining to the ideal share of defendant-appellee Graciano Alberto is concerned; and
3. The heirs of plaintiff-appellant Candelaria Reyes Vda. De San Juan have the right to compel partition after the liquidation of the conjugal partnership of Graciano Alberto and Victorina Alberto in a proper settlement proceedings.

SO ORDERED.¹⁶

¹² *Id.* at 108.

¹³ *Id.* at 106-112.

¹⁴ *Id.* at 112.

¹⁵ *Id.* at 8-24.

¹⁶ *Id.* at 24.

The Court of Appeals found that the subject property is the exclusive property of Victorina. Upon the death of Victorina, a portion of it was inherited by her mother, Candelaria, through intestate succession. When Candelaria died, her surviving children became the co-owners of Graciano over the said property. Thus, the sale executed by Graciano to Spouses Torio is valid only in so far as Graciano's share in the co-ownership is concerned.

Spouses Torio moved for partial reconsideration¹⁷ which was likewise denied by the Court of Appeals in its Resolution.¹⁸

Hence, the instant Petition.

Issues

I.

Whether the subject property is a conjugal property of Graciano and Victorina.

II

Whether Spouses Torio became the absolute owner of the subject property after the sale transaction.

The Petition is bereft of merit.

The subject property is the exclusive and paraphernal property of Victorina.

Considering that Victorina and Graciano were married on January 22, 1961, their marriage and property relations are governed by the provisions of the Civil Code:

CHAPTER 4

CONJUGAL PARTNERSHIP OF GAINS

SECTION 2 - Exclusive Property of Each Spouse

Article 148. The following shall be the exclusive property of each spouse:

¹⁷ *Id.* at 25.

¹⁸ *Id.* at 40-42.

- (1) That which is brought to the marriage as his or her own;
- (2) That which each acquires, during the marriage, by lucrative title;
- (3) That which is acquired by right of redemption or by exchange with other property belonging to only one of the spouses,
- (4) That which is purchased with exclusive money of the wife or of the husband.

SECTION 3 - Conjugal Partnership Property

Article 160. All property of the marriage is presumed to belong to the conjugal partnership, unless it be proved that it pertains exclusively to the husband or to the wife.

As such, under the Civil Code, property acquired during the marriage is presumed to be conjugal. There is no need to prove that the money used to purchase a property came from the conjugal fund. It is only through clear, categorical, and convincing proof to the contrary that it would be considered the paraphernal property of one of the spouses.

The presumption is further qualified by Article 148 of the Civil Code, as above quoted, which lists down the exclusive property of each spouse. In this case, Article 148 (2) of the Civil Code applies. It must be emphasized that Graciano and Victorina were married on January 22, 1961. While Victorina acquired the subject property on June 11, 1975 by succession, this is a transfer made gratuitously as no equivalent exchange was made. Thus, this falls within the term lucrative title under Article 148 (2) of the Civil Code.

In the case of *Francisco v. Court of Appeals*,¹⁹ this Court applied Article 148 (2) of the Civil Code, as follows:

Essentially, property already owned by a spouse prior to the marriage, and brought to the marriage, is considered his or her separate property. Acquisitions by lucrative title refers to properties acquired gratuitously and include those acquired by either spouse during the marriage by inheritance, devise, legacy, or donation. Hence, even if it be assumed that Eusebio's acquisition by succession of the land took place during his second marriage, the land would still be his "exclusive property" because it was acquired by him, "during the marriage, by lucrative title."²⁰ (Citations omitted)

Similarly, Victorina acquired the subject property by lucrative title during her marriage to Graciano. Thus, in accordance with Article 148 (2) of

¹⁹ 359 Phil. 519 (1998) [Per J. Quisumbing, First Division].

²⁰ *Id.* at 527.

the Civil Code, the subject property is Victorina's exclusive and paraphernal property.

This is further echoed under Article 109 of the Family Code, which reads:

Article 109. The following shall be the exclusive property of each spouse:

- (1) That which is brought to the marriage as his or her own;
- (2) *That which each acquires during the marriage by gratuitous title;*
- (3) That which is acquired by right of redemption, by barter or by exchange with property belonging to only one of the spouses; and
- (4) That which is purchased with exclusive money of the wife or of the husband. (Emphasis supplied)

Spouses Torio contend that while the subject property is originally an exclusive property of Victorina, it became conjugal when the house was built thereon through conjugal funds, applying Article 158 of the Civil Code, which states:

Article 158. Improvements, whether for utility or adornment, made on the separate property of the spouses through advancements from the partnership or through the industry of either the husband or the wife, belong to the conjugal partnership.

This Court does not agree. While Victorina and Graciano were married during the effectivity of the Civil Code, with the enactment of the Family Code on August 3, 1988, the Civil Code provisions on a conjugal partnership of gains, including Article 158, have been superseded by Article 120 of the Family Code.

Furthermore, Spouses Torio's argument that Article 256 of the Family Code should not be applied because Graciano had already acquired vested rights over half of the subject property before the effectivity of the Family Code deserves no merit.

The pertinent provisions of the Family Code on vested rights and conjugal partnership of gains state:

Article 105. In case the future spouses agree in the marriage settlements that the regime of conjugal partnership gains shall govern their property relations during marriage, the provisions in this Chapter shall be of supplementary application.

The provisions of this Chapter shall also apply to conjugal partnerships of gains already established between spouses before the effectivity of this Code, without prejudice to vested rights already acquired in accordance with the Civil Code or other laws, as provided in Article 256.

Article 256. This Code shall have retroactive effect insofar as it does not prejudice or impair vested or acquired rights in accordance with the Civil Code or other laws.

Article 120. The ownership of improvements, whether for utility or adornment, made on the separate property of the spouses at the expense of the partnership or through the acts or efforts of either or both spouses shall pertain to the conjugal partnership, or to the original owner-spouse, subject to the following rules:

When the cost of the improvement made by the conjugal partnership and any resulting increase in value are more than the value of the property at the time of the improvement, the entire property of one of the spouses shall belong to the conjugal partnership, subject to reimbursement of the value of the property of the owner-spouse at the time of the improvement; otherwise, said property shall be retained in ownership by the owner-spouse, likewise subject to reimbursement of the cost of the improvement.

In either case, the ownership of the entire property shall be vested upon the reimbursement, which shall be made at the time of the liquidation of the conjugal partnership.

In the case of *Quiao v. Quiao*,²¹ this Court explained the concept of vested rights, as follows:

Indeed, the petitioner claims that his vested rights have been impaired, arguing: "As earlier adverted to, the petitioner acquired vested rights over half of the conjugal properties, the same being owned in common by the spouses. If the provisions of the Family Code are to be given retroactive application to the point of authorizing the forfeiture of the petitioner's share in the net remainder of the conjugal partnership properties, the same impairs his rights acquired prior to the effectivity of the Family Code." In other words, the petitioner is saying that since the property relations between the spouses is governed by the regime of Conjugal Partnership of Gains under the Civil Code, the petitioner acquired vested rights over half of the properties of the Conjugal Partnership of Gains, pursuant to Article 143 of the Civil Code, which provides: "All property of the conjugal partnership of gains is owned in common by the husband and wife." Thus, since he is one of the owners of the properties covered by the conjugal partnership of gains, he has a vested right over half of the said properties, even after the promulgation of the Family Code; and he insisted that no provision under the Family Code may deprive him of this vested right by virtue of Article 256 of the Family Code which prohibits retroactive application of the Family Code when it will prejudice a person's vested right.

²¹ 690 Phil. 220 (2012) [Per J. Reyes, Second Division].

However, the petitioner's claim of vested right is not one which is written on stone. In *Go, Jr. v. Court of Appeals*, we define and explained "vested right" in the following manner:

A vested right is one whose existence, effectivity and extent do not depend upon events foreign to the will of the holder, or to the exercise of which no obstacle exists, and which is immediate and perfect in itself and not dependent upon a contingency. The term "vested right" expresses the concept of present fixed interest which, in right reason and natural justice, should be protected against arbitrary State action, or an innately just and imperative right which enlightened free society, sensitive to inherent and irrefragable individual rights, cannot deny.

To be vested, a right must have become a title—legal or equitable—to the present or future enjoyment of property. (Citations omitted)

In our en banc Resolution dated October 18, 2005 for *ABAKADA Guro Party List Officer Samson S. Alcantara, et al. v. The Hon. Executive Secretary Eduardo R. Ermita*, we also explained:

The concept of "vested right" is a consequence of the constitutional guaranty of due process that expresses a present fixed interest which in right reason and natural justice is protected against arbitrary state action; it includes not only legal or equitable title to the enforcement of a demand but also exemptions from new obligations created after the right has become vested. Rights are considered vested when the right to enjoyment is a present interest, absolute, unconditional, and perfect or fixed and irrefutable.²²

In this case, Spouses Torio failed to present evidence that Graciano acquired a vested right on the subject property. On the contrary, the Court of Appeals found that no evidence was presented in the conjugal house that was built during the effectivity of the Civil Code. Moreover, records are bereft of proof that the cost of the conjugal house or any resulting increase is more than the value of the subject property at the time it was erected. The value of the conjugal house could not also be ascertained considering that it has been demolished.²³

Hence, as regards the improvements, the provisions of Article 120 of the Family Code, which supersedes Article 158 of the Civil Code, should be applied. Indeed, Article 120 of the Family Code provides the solution to determining the ownership of the improvements that are made on the separate property of the spouses at the expense of the partnership, or through the acts or efforts of either or both spouses.

²² *Id.* at 238-239.

²³ *Rollo*, p. 82.

It has been established by this Court that the subject property is the exclusive property of Victorina. With that, since Article 120 of the Family Code provides the rule that the ownership of accessory follows the ownership of the principal, then the subject property with all its improvements remains as an exclusive property of Victorina, with an obligation to reimburse the conjugal partnership of the cost of improvement at the time of liquidation of the conjugal partnership. Clearly, Graciano does not have all the rights to sell the subject property by himself.

*Spouses Torio and Candelaria
are co-owners of the subject
property.*

As expressly stated under Article 777 of the Civil Code, the rights of succession are transmitted from the moment of the death of the decedent. Succession occurs at the very moment of the decedent's death and, therefore, the heir is legally deemed to have acquired ownership of his/her share in the inheritance at that very moment.

In the case of *Treyes v. Larlar*,²⁴ this Court held:

“[F]rom the moment of the death of the decedent, the heirs become the absolute owners of his property, subject to the rights and obligations of the decedent, x x x [t]he right of the heirs to the property of the deceased vests in them even before judicial declaration of their being heirs in the testate or intestate proceedings.”

In fact, in partition cases, even before the property is judicially partitioned, the heirs are already deemed co-owners of the property. Thus, in partition cases, the heirs are deemed real parties in interest without a prior separate judicial determination of their heirship.²⁵

The immediate effect of the death of Victorina on August 20, 2006 is ordinary co-ownership among her surviving intestate heirs—Candelaria, her mother, and Graciano, her husband—over the entire mass of her estate. This resulting ordinary co-ownership among the heirs of Victorina is governed by Article 493 of the Civil Code, which reads:

ARTICLE 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation of the mortgage, with respect to the co-owners shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership.

²⁴ G.R. No. 232579, September 08, 2020 [Per J. Caguioa, *En Banc*].

²⁵ *Id.* at 15. This pinpoint citation refers to the copy of this Decision uploaded to the Supreme Court website.

In the case of *Philippine National Bank v. Garcia*,²⁶ this Court held that the right of a co-owner in the subject property is limited only to his/her portion which may be allotted to him/her in the division upon the termination of the co-ownership. Thus:

In *Carvajal v. Court of Appeals*, the Court said:

While under Article 493 of the New Civil Code, each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto and he may alienate, assign or mortgage it, and even substitute another person in its enjoyment, the effect of the alienation or the mortgage with respect to the co-owners, shall be limited, by mandate of the same article, to the portion which may be allotted to him in the division upon the termination of the co-ownership. He has no right to sell or alienate a concrete, specific, or determinate part of the thing in common to the exclusion of the other co-owners because his right over the thing is represented by an abstract or ideal portion without any physical adjudication. An individual co-owner cannot adjudicate to himself or claim title to any definite portion of the land or thing owned in common until its actual partition by agreement or judicial decree. Prior to that time all that the co-owner has is an ideal or abstract quota or proportionate share in the entire thing owned in common by all the co-owners. What a co-owner may dispose of is only his undivided aliquot share, which shall be limited to the portion that may be allotted to him upon partition. [emphasis supplied].

In the present case, Jose Sr. constituted the mortgage over the entire subject property after the death of Ligaya, but before the liquidation of the conjugal partnership. While under Article 493 of the Civil Code, even if he had the right to freely mortgage or even sell his undivided interest in the disputed property, he could not dispose of or mortgage the entire property without his children's consent. As correctly emphasized by the trial court, Jose Sr.'s right in the subject property is limited only to his share in the conjugal partnership as well as his share as an heir on the other half of the estate which is his deceased spouse's share. Accordingly, the mortgage contract is void insofar as it extends to the undivided shares of his children (Nora, Jose Jr., Bobby and Jimmy) because they did not give their consent to the transaction.

Accordingly, the Amendment of Real Estate Mortgage constituted by Jose Sr. over the entire property without his co-owners' consent is not necessarily void in its entirety. The right of the petitioner bank as mortgagee is limited though only to the portion which may be allotted to Jose Sr. in the event of a division and liquidation of the subject property.²⁷ (Citations omitted)

Clearly, Graciano had the right to alienate or sell his share but only so far as his respective portion is concerned. As such, the Affidavit of Adjudication that he executed cannot prejudice the share of Candelaria because he was not the sole owner thereof. Evidently, a co-owner cannot alienate the shares of other co-owners.

²⁶ 734 Phil. 623 (2014) [Per J. Brion, Second Division].

²⁷ *Id.* at 634-635.

In the case of *Torres, Jr. v. Lapinid*,²⁸ this Court held that when a co-owner disposes his/her share before partition, such disposition does not make the sale or alienation null and void, to wit:

In this case, Jesus can validly alienate his co-owned property in favor of Lapinid, free from any opposition from the co-owners. Lapinid, as a transferee, validly obtained the same rights of Jesus from the date of the execution of a valid sale. Absent any proof that the sale was not perfected, the validity of sale subsists. In essence, Lapinid steps into the shoes of Jesus as co-owner of an ideal and proportionate share in the property held in common. Thus, from the perfection of contract on 9 November 1997, Lapinid eventually became a co-owner of the property.

Even assuming that the petitioners are correct in their allegation that the disposition in favor of Lapinid before partition was a concrete or definite portion, the validity of sale still prevails.

In a *catena* of decisions, the Supreme Court had repeatedly held that no individual can claim title to a definite or concrete portion before partition of co-owned property. Each co-owner only possesses a right to sell or alienate his ideal share after partition. However, in case he disposes his share before partition, such disposition does not make the sale or alienation null and void. What will be affected on the sale is only his proportionate share, subject to the results of the partition. The co-owners who did not give their consent to the sale stand to be unaffected by the alienation.

As explained in *Spouses Del Campo v. Court of Appeals*:

We are not unaware of the principle that a co-owner cannot rightfully dispose of a particular portion of a co-owned property prior to partition among all the co-owners. However, this should not signify that the vendee does not acquire anything at all in case a physically segregated area of the co-owned lot is in fact sold to him. Since the co-owner/vendor's undivided interest could properly be the object of the contract of sale between the parties, what the vendee obtains by virtue of such a sale are the same rights as the vendor had as co-owner, in an ideal share equivalent to the consideration given under their transaction. In other words, the vendee steps into the shoes of the vendor as co-owner and acquires a proportionate abstract share in the property held in common.

Consequently, whether the disposition involves an abstract or concrete portion of the co-owned property, the sale remains validly executed.²⁹ (Citations omitted)

Clearly, the sale transaction between Graciano and Spouses Torio before the partition of the property without the consent of other co-owners

²⁸ 748 Phil. 587 (2014) [Per J. Perez, First Division].

²⁹ *Id.* at 595-596.

does not invalidate the sale. Rather, the interest acquired by Spouses Torio is limited only to the portion that may ultimately be assigned to Graciano upon the partition of the estate, thereby making Spouses Torio co-owner of the property. Simply put, Spouses Torio became *pro-indiviso* co-owners of the subject property with the surviving children of Candelaria, who as such, has the right to compel partition of the estate of Victorina.

Lastly, the claim of Spouses Torio that they are the sole owners of the subject property after the sale transaction because they are innocent purchasers for value deserves no merit.

In the case of *The Roman Catholic Bishop of Tuguegarao v. Prudencio*,³⁰ this Court held that:

This is a case of exclusion of the rightful heirs in the partition of the estate of the deceased, followed by the sale of their shares to third persons who claim good faith. Both petitioner and Spouses Cepeda consistently contend that they were not aware that any person, other than the seller, has interest over the Cagayan lot. Thus, they are innocent purchasers for value.

The preliminary question then is whether the excluded heirs could recover what is rightfully theirs from persons who are innocent purchasers for value. *Segura v. Segura* teaches that the answer would not depend on the good faith or bad faith of the purchaser, but rather on the fact of ownership, for no one can give what he does not have—*nemo dat quod non habet*. Thus, the good faith or bad faith of petitioner is immaterial in resolving the present petition. A person can only sell what he owns or is authorized to sell; the buyer can as a consequence acquire no more than what the seller can legally transfer.³¹ (Citations omitted)

Clearly, it is unnecessary to determine whether Spouses Torio are innocent purchasers for value. To recall, Candelaria is among the intestate heirs of Victorina. Graciano can only sell what he owns, hence, the sale of the subject property is only valid in so far as the ideal share of Graciano is concerned. Furthermore, Spouses Torio cannot claim that Graciano is the owner of the subject property because it is registered under his name and Victorina. Jurisprudence states that registration does not vest title; it is merely the evidence of such title. Our land registration laws do not give the holder any better title than what he/she actually has.³²

FOR THESE REASONS, the Petition for Review on *Certiorari* is **DENIED**. The Decision dated November 26, 2020 and the Resolution dated May 25, 2021 of the Court of Appeals are **AFFIRMED**. Respondent Candelaria Reyes Vda. De San Juan, represented by Rolando San Juan, and

³⁰ 794 Phil. 462 (2016) [Per J. Jardeleza, Third Division].

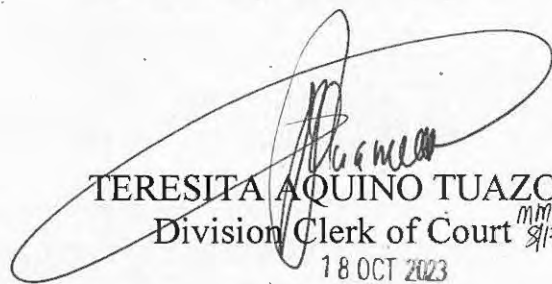
³¹ *Id.* at 471.

³² *Gatmaytan v. Misibis Land, Inc.*, G.R. No. 222166, June 10, 2020 [Per J. Caguioa, First Division].

the rest of the surviving heirs are co-owners of the subject property with Graciano Alberto. The sale between Graciano Alberto and Spouses Rollijun and Eva Marie Torio and Spouses Rollo and Belen Torio is valid only in so far as the portion pertaining to the ideal share of Graciano Alberto is concerned.

SO ORDERED.”

By authority of the Court:


TERESITA AQUINO TUAZON
 Division Clerk of Court ^{MM} 8/17
 18 OCT 2023

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