



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

REGIDOR R. TOLEDO, RONALDO
TOLEDO,* JOEFFREY TOLEDO,
and GLADDYS TOLEDO,
Petitioners,

G.R. No. 228350

Present:

LEONEN, *Chairperson*,
LAZARO-JAVIER,
LOPEZ, M.,
LOPEZ, J., and
KHO, JR., *JJ.*

- versus -

JERRY R. TOLEDO and JELLY R.
TOLEDO,
Respondents.

Promulgated:

OCT 10 2022 

X-----X

DECISION

LOPEZ, J., J.:

This Court resolves a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court assailing the Decision² dated August 20, 2015 and the Resolution³ dated November 11, 2016 of the Court of Appeals (CA) in CA-G.R. CV No. 97800, which affirmed the Decision⁴ dated December 2, 2010 and the Order⁵ dated June 27, 2011 of the Regional Trial Court (RTC), Branch 257, Parañaque City, dismissing the complaint for annulment of deeds filed by petitioners Regidor R. Toledo (*Regidor*), Ronaldo Toledo (*Ronaldo*), Joeffrey Toledo (*Joeffrey*), and Gladdys Toledo (*Gladdys*).

* Ronaldo Toledo is also referred as "Ronald" in some part of the *rollo*.
1 *Rollo*, pp. 9-19.
2 Penned by Associate Justice Ramon Paul L. Hernando (now a Member of this Court), with Associate Justices Jose C. Reyes, Jr. (now a retired Member of this Court) and Stephen C. Cruz, concurring; *id.* at 23-29.
3 *Id.* at 31-35.
4 Penned by Judge Rolando G. How; CA *rollo*, pp. 25-30.
5 Records, (Vol. II), p. 608.



The Antecedents

The crux of the controversy is an agricultural land with an area of 18,681-square meter lots situated in the *Barangay* Poblacion Norte, Municipality of San Clemente, Province of Tarlac, covered by Transfer Certificate of Title No. 125017, registered in the name of the late Florencia Toledo (*Florencia*) in the Registry of Deeds of Tarlac. Florencia had three sons: Rodrigo Toledo (*Rodrigo*), father of respondents Jerry Toledo (*Jerry*) and Jelly Toledo-Magnaye (*Jelly*); Romualdo Toledo (*Romualdo*), father of petitioners Ronaldo, Joeffrey, and Gladdys; and petitioner Regidor (collectively referred to as “*petitioners*”). Rodrigo and Romualdo predeceased their mother, Florencia.⁶

In a Deed of Absolute Sale dated January 17, 2002, Florencia sold 10,000 square meters of the subject property to her grandson, Jerry, for ₱60,000.00. In another Deed of Absolute Sale dated October 10, 2002, Florencia sold 3,000-square meter of the property to her granddaughter, Jelly, for ₱50,000.00.⁷

On December 14, 2002, Florencia passed away.⁸

On September 8, 2003, Jerry wrote a letter to petitioners informing them that Florencia sold to him and to Jelly portions of the subject property, furnishing them the copies of the two deeds of absolute sale (the *Deeds*), and prohibiting them from selling said portions.⁹

On September 14, 2003, Ronaldo sent him a reply stating that petitioners do not recognize the validity of the Deeds because a week before Florencia died, she executed a *Sinumpaang Salaysay* (the *Salaysay*) dated December 7, 2002, which stated that:

Ako si FLORENCIA R. TOLEDO, ay nagsasabing na ang natitirang bahagi ng aking lupain na matatagpuan sa San Clemente, Tarlac, na may natitirang 15,681 metro kuadrado ay lubos kong pag-aari.

Na kung ano mang kasulatan ngayon ako na napirmaha[n] ay hindi paglilipat ng nasabing lupain o pagmamana.

Natatandaan ko na may pinapirmahan sa akin si Rodrigo na aking panganay na anak, subalit di niya ipinakita o pinabasa sa akin dahil nakatupi ang papel.

Para matapos lang ay pinirmahan ko na lang ng di ko alam ang nilalaman.

⁶ *Rollo*, pp. 10, 24-25.

⁷ *Id.* at 24.

⁸ *Id.* at 11.

⁹ *Id.* at 24.

Wala na akong sasabihin.

SA KATUNAYAN NG LAHAT NG ITO, ako ay lumagda ngayong December 7, 2002 dito sa Baclaran, Parañaque City.
Sgd.

FLORENCIA R. TOLEDO¹⁰

Thus, petitioners filed a complaint for annulment of the Deeds with prayer for moral and exemplary damages and attorney's fees with the RTC. They claimed that: (1) since Florencia was weak, ill, and bedridden, there was a reason to believe that she was manipulated by her son Rodrigo to affix her name on the Deeds without knowing what she was signing; (2) Florencia could not have walked to appear before the notary public; and (3) the Deeds are fake, falsified, and fabricated for they were printed in like manner, with date and place of execution left in blank, with supplied handwritten date, with almost the same consideration and notarized far apart on dates to avoid the suspicion of wrongdoing.¹¹

In its Decision¹² dated December 2, 2010, however, the RTC dismissed the complaint finding no merit in petitioners' allegations of fraud and undue influence. The RTC further denied their Motion for Reconsideration in its Order dated June 27, 2011.¹³

On August 20, 2015, the CA rendered its Decision¹⁴ affirming the ruling of the RTC. It similarly rejected petitioners' claims for their failure to prove that Florencia was subjected to fraud and undue influence when signing the Deeds. The CA noted that, while the notarization of the Deeds was irregular for Florencia's failure to personally appear before the notary public, such fact only reduces the evidentiary value of the same to that of a private document, the due execution and authenticity of which was duly proven by respondents.¹⁵

In its Resolution¹⁶ dated November 11, 2016, the CA further denied petitioners' motion for reconsideration and supplemental motion for reconsideration. In the latter supplemental motion, petitioners sought to present the alleged newly discovered evidence which consist of the certifications they obtained from the National Archives of the Philippines, which state that no notarial record of Atty. Francisco J. Malate, Jr. (*Atty. Malate*) was on file with its Office of Archives Collection and Access Division. The copies of the Deeds were also not found in the said office.¹⁷

¹⁰ Id. at 24-25.

¹¹ CA *rollo*, p. 27.

¹² Id. at 30.

¹³ *Rollo*, p. 25.

¹⁴ Id. at 29.

¹⁵ Id. at 26-29.

¹⁶ Id. at 34.

¹⁷ Id. at 32.

The CA, however, denied petitioners' motions. It found that not all of the requisites¹⁸ for newly discovered evidence to be a ground for new trial were present in this case. Specifically, the CA ruled that the certifications could have been discovered and produced at the trial with the exercise of reasonable diligence. It further noted that the supplemental motion was filed more than four months from the filing of the motion for reconsideration. It was, thus, debatable whether the said filing was within reasonable notice.

Nonetheless, even if admitted, the CA ruled that the certifications did not carry such weight so as to change the outcome of the case. The absence of the notarial record was the concern of Atty. Malate, and did not automatically mean that the Deeds were fictitious.¹⁹

Aggrieved, petitioners filed the present Petition before this Court.

Petitioners contends that: (1) since Florencia did not appear before the notary public, it follows that she did not sign any deed of sale; (2) since Jelly admitted that Florencia did not personally appear before the notary public to sign her deed, the same must be true with the deed in favor of Jerry; (3) if the irregular notarization of the Deeds reduced them to a private document, then the *Salaysay*, also a private document, must prevail; and (4) the Deeds were void for being absolutely simulated.

Issue

The sole issue for this Court's resolution is whether the Deeds of absolute sale are valid.

Our Ruling

The Petition is denied.

Prefatorily, it must be emphasized that the issue on the genuineness of a deed of sale is essentially a question of fact. Settled is the rule, however,

¹⁸ Section 2 (b) of Rule 121 of the Revised Rules of Court provides:
SECTION 2. *Grounds for a new trial.* — The court shall grant a new trial on any of the following grounds:

x x x x

(b) That new and material evidence has been discovered which the accused could not with reasonable diligence have discovered and produced at the trial and which if introduced and admitted would probably change the judgment.

The requisites for newly discovered evidence under Section 2, Rule 121 of the Revised Rules of Criminal Procedure are: (a) the evidence was discovered after the trial; (b) such evidence could not have been discovered and produced at the trial with reasonable diligence; and (c) that it is material, not merely cumulative, corroborative or impeaching, and is of such weight that, if admitted, will probably change the judgment.

¹⁹ *Rollo*, pp. 32-34.

that this Court is not a trier of facts, our jurisdiction being limited to reviewing errors of law. As such, this Court do not normally undertake a reexamination of the evidence presented by the contending parties during the trial of the case. This is especially true where the trial court's findings of fact are affirmed by the appellate court. While there are recognized exceptions²⁰ to the rule, and even if we make our own examination of the records of the case, this Court find that none of the said exceptions are obtaining herein.²¹

Petitioners assailed the authenticity of the Deeds by drawing attention to certain irregularities in their notarization. They argue that since it was shown that Florencia did not sign in the presence of the notary public, it follows that she did not sign any of the Deeds. In light of the circumstances of the present case, however, this Court cannot sustain the argument.

It must be noted that petitioners were assailing the Deeds, one in favor of Jelly and another, in favor of Jerry. Yet, they argue that since Florencia did not personally appear before the notary public to sign her deed in favor of Jelly, the same must be true with the deed in favor of Jerry since Florencia was old and ill to visit the notary's office.

On the contrary, however, Jerry testified that the notary public, Atty. Malate, personally went to Florencia who was staying at the house of petitioners Jeffrey, Gladdys, and Ronaldo at 1618 Thomas Claudio Street, Baclaran, Parañaque because she could not go to his office, to wit:

ATTY. ROSAL: Was your lola Florencia Toledo present when this document was notarized?

WITNESS: She appeared before the Notary Public.

x x x x

WITNESS: In the office of Atty. Malate but Atty. Malate went to the house at 1618 Thomas Claudio Street. I accompanied Atty. Malate because he refused to notarize the document. He will only notarize the document if the parties appeared before him. But I said for purposes of practicality my lola cannot go to his office so I accompanied Atty. Malate.

²⁰ In *Clemente v. Court of Appeals*, 771 Phil. 113, 122 (2015), citing *The Insular Life Assurance Company, Ltd. v. Court of Appeals*, 472 Phil. 11, 22 (2004), the following were cited as exceptions to this rule, to wit: (1) when the findings are grounded entirely on speculation, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.

²¹ *Clemente v. Court of Appeals, supra; Deheza-Inamarga v. Alano*, 595 Phil. 294, 304 (2008).

COURT: Where? To the house of your lola?

WITNESS: No, Your Honor, to the house of the heirs of Romualdo at 1618 Thomas Claudio Street, Baclaran.

COURT: So, to the house where your lola was staying at that time?

WITNESS: Yes, Your Honor.²²

This notwithstanding, even if this Court assumes an absence of notarization, the same shall not necessarily render the invalidity of the Deeds. Instructive on this matter is this Court's ruling in *Camcam v. Court of Appeals*,²³ where we held that:

[A]n irregular notarization merely reduces the evidentiary value of a document to that of a private document, which requires proof of its due execution and authenticity to be admissible as evidence. **The irregular notarization — or, for that matter, the lack of notarization — does not thus necessarily affect the validity of the contract reflected in the document.** *Tigno v. Aquino* enlightens:

[F]rom a civil law perspective, the absence of notarization of the Deed of Sale would not necessarily invalidate the transaction evidenced therein. Article 1358 of the Civil Code requires that the form of a contract that transmits or extinguishes real rights over immovable property should be in a public document, yet it is also an accepted rule that the failure to observe the proper form does not render the transaction invalid. Thus, it has been uniformly held that the form required in Article 1358 is not essential to the validity or enforceability of the transaction, but required merely for convenience. We have even affirmed that a sale of real property though not consigned in a public instrument or formal writing, is nevertheless valid and binding among the parties, for the time-honored rule is that even a verbal contract of sale or real estate produces effects between the parties.²⁴ (Emphasis supplied)

Thus, this Court has held in several cases that the errors in, or even in the absence of the notarization will not invalidate an already perfected contract. If anything, these would only demote the evidentiary value of the said written contract from a public document to a private one.²⁵

On this score, petitioners maintain that if the irregular notarization of the Deeds reduced them to a private document, then the *Salaysay*, also a private document, must prevail. By virtue of the *Salaysay*, petitioners consider the Deeds as revoked because according to them, Florencia's

²² CA rollo, p. 88.

²³ 588 Phil. 452 (2008).

²⁴ *Camcam v. Court of Appeals*, supra at 462, citing *Tigno v. Spouses Aquino*, 486 Phil. 254 (2004).

²⁵ *Ganancial v. Cabugao*, G.R. No. 203348, July 6, 2020; *Riosa v. Tabaco La Suerte Corp.*, 720 Phil. 586, 602 (2013); *Bangayan v. Rizal Commercial Banking Corp.*, 662 Phil. 360, 387 (2011).

consent was merely obtained through fraud and undue influence when she was coerced into signing the documents without knowing the contents thereof.

Time and again, this Court has held that “one who alleges defect or lack of valid consent to a contract by reason of fraud or undue influence must establish by clear and convincing evidence such specific acts that vitiated a party’s consent, otherwise, the latter’s presumed consent to the contract prevails.”²⁶ Indeed, the degree of believability upon an imputation of fraud in a civil case is higher than that of an ordinary civil case. On the one hand, the former requires clear and convincing evidence which is less than proof beyond reasonable doubt but greater than preponderance of evidence. On the other hand, the latter generally requires only a preponderance of evidence to meet the required burden of proof.²⁷

After a judicious review of the case records, this Court find no cogent reason to deviate from the findings of the RTC and CA that petitioners failed to discharge this burden of proving fraud by clear and convincing evidence. To recall, they offered the *Salaysay* in evidence and maintained that the statements therein sufficiently prove that Florencia was fraudulently made to sign the Deeds.

Unfortunately, not only is the *Salaysay* intrinsically ambiguous, there are simply too many inconsistencies between said document and petitioners’ allegations that this Court cannot ignore.

To put things in proper perspective, the *Salaysay* states that at the time of its signing on December 7, 2002, Florencia fully owned a “remaining 15,681-square meter”²⁸ of the 18,681-square meter property. This implies that as of the writing, she had already sold a 3,000-square meter portion thereof. In this relation, records show that Florencia executed three Deeds of conveyances during her lifetime transferring portions of the property to: (1) Jerry; (2) Jelly; and (3) a certain Renato Gabriel (*Gabriel*). Of the three, petitioners expressed that they were not disputing Florencia’s sale in favor of Gabriel.

Thus, in the spirit of consistency between petitioners’ evidence and their allegations, they needed to prove that the sale in favor of Gabriel was the 3,000-square meter portion difference referred to in the *Salaysay*. But not only did they failed in this regard, incessantly flip-flopping in their arguments, they also failed to reconcile the *Salaysay* with another material piece of evidence.

²⁶ *Fontana Resort and Country Club, Inc. v. Spouses Tan*, 680 Phil. 395, 412-413 (2012).

²⁷ *Ganancial v. Cabugao*, *supra* note 25.

²⁸ The *Sinumpaang Salaysay* states in part: “may natitirang 15,681 metro kuadrado.”

Specifically, it bears noting that the sale document itself, entitled Sale over a Portion of Land, between Florencia and Gabriel transfers only a 1,000-square meter portion of the property.²⁹ Petitioners, however, failed to account for the rest of the area, or a 2,000-square meter difference stated in the *Salaysay*.

To make matters worse, petitioners could not seem to construct a coherent statement of facts. In petitioners' September 14, 2003 letter to respondents, wherein they refuted the Deeds and to which they attached a copy of the *Salaysay*, they completely disregarded the sale to Gabriel. In that document, they stated that, "I must point out that the total area which was allegedly sold is 13,000-square meter and what was left is only 5,000-square meter more or less for the other heirs and us to inherit which is very much unfair to them and to us."³⁰ The two amounts already total 18,000-square meter and leave zero room for an additional sale to Gabriel.

In their complaint dated February 26, 2004, however, petitioners claimed that they were left with only 2,681-square meter since Florencia sold to respondents 13,000-square meter and another 3,000-square meter to a certain Gabriel.³¹

Then, in their petition before this Court, petitioners stated that Florencia sold only 1,000-square meter to Gabriel.³²

But in stark contrast, petitioner Regidor testified in court that Florencia sold 3,000-square meter to Gabriel.³³

Despite their efforts, therefore, petitioners could not seem to make a clear account of the actual remaining area of the property or, at the very least, the transactions of Florencia made during her lifetime. To this Court, what value would be the *Salaysay* have for the petitioners' case if the same could not even be reconciled with their accusations. Lest this Court forget, allegations of fraud and undue influence are proven by no less than clear and convincing evidence.

Significantly, petitioners' inconsistencies ensued. It bears noting that petitioners seek to nullify two deeds of absolute sale: one transferring 10,000-square meter to Jerry and another, transferring 3,000-square meter to Jelly.

²⁹ Records, (Vol. I), p. 66.

³⁰ Id. at 16.

³¹ Id. at 5.

³² *Rollo*, p. 10.

³³ Records, (Vol. I), p. 491.

However, the *Salaysay* speaks of only one transaction. Florencia stated therein that: “kung ano mang kasulatan ngayon ako na napirmahan ay hindi paglilipat ng nasabing lupain o pagmamana. Natatandaan ko na may pinapirmahan sa akin si Rodrigo na aking panganay na anak, subalit di niya ipinakita o pinabasa sa akin dahil nakatupi ang papel.”³⁴

Even petitioners, themselves, repeatedly pertained to only one piece of paper or one type of document when they stated that Florencia “recalled that she was asked by Rodrigo... her eldest son, to sign a folded paper, the contents thereof was undisclosed to her”³⁵ or that the late Florencia declared in the *Salaysay* that “she was misled into signing a document which was presented to her by her son Rodrigo...”³⁶ and that she had “no idea that the paper she was asked to sign [was] actually a Deed of Absolute Sale.”³⁷

Note, however, that the Deeds actually consist of two pages each, with a total of four pages, all pages of which bear with the signature of Florencia. Florencia signed the first pages on the side margin and the last pages on top of her name. Moreover, petitioners did not deny the fact that Florencia even signed several copies of the Deeds.³⁸

Apart from this, it was not only stated in the *Salaysay* that Florencia signed one piece of paper, but she also signed the same in a single day.³⁹ But interestingly, this Court observes that Florencia signed the Deeds on two separate days. On the one hand, Florencia signed the deed in favor of Jelly on October 10, 2002.⁴⁰ On the other hand, the deed in favor of Jerry was signed and notarized on November 26, 2002.⁴¹

It is clear from the foregoing that petitioners could not determine, with sufficient accuracy, the subject matter referred to in the *Salaysay*. Even petitioner Regidor himself admitted that he did not know what Florencia was pertaining to and that they simply concluded that it was the Deeds, to wit:

Court: But your mother told you when she dictated to you in the *Salaysay* that she was asked to sign documents by Rodrigo, are those Deeds of Sale, the documents being referred to by your mother?

A: I do not know if those documents are the one being referred to by my mother.

³⁴ *Rollo*, p. 24. (Italics and underscoring supplied)

³⁵ *Id.* at 13.

³⁶ *Id.* at 124.

³⁷ *Id.* at 16. (Underscoring supplied)

³⁸ *Id.* at 132.

³⁹ In the *Sinumpaang Salaysay*, Florencia stated: “Natatandaan ko na may pinapirmahan sa akin si Rodrigo na aking panganay na anak, subalit di niya ipinakita o pinabasa sa akin dahil nakatupi ang papel. Para matapos lang ay pinurmahan ko na lang ng di ko alam ang nilalaman.”

⁴⁰ *Id.* at 132-151.

⁴¹ *CA rollo*, p. 87.

x x x

Court: So, what you came to know are the Deeds of Absolute Sale in favor of Jelly and in favor of Jerry. **So, when your mother told you, according to you, in the *Salaysay* that she signed the document in favor of Rodrigo you made the conclusion that the documents being referred to by your mother are the Deeds of Absolute Sale** in favor of Jelly for 3,000 sq. meters and in favor of Jerry for 1 hectare, is that correct?

A: I do not know, Your Honor.⁴² (Emphasis supplied)

Still, petitioners make much ado of the fact that the Deeds were executed near Florencia's death, specifically, eleven and two months before her death. But at the same time, they rely on a *Salaysay* that was executed just a week before Florencia's death.

It must be remembered that on the one hand, the Deeds were signed months before Florencia's death not only by the parties to the sale but also by their corresponding witnesses. Further, petitioner Regidor witness not only the signing of the Deeds in his own house,⁴³ but also read the same,⁴⁴

⁴² Records, (Vol. I), p. 34.

⁴³ *Rollo*, pp. 143-146; Soledad Toledo testified as follows:

Court: So when was the Deed of Sale signed?

Witness: October 10, 2002

Court: Sino po ang mga nandoon noong pinirmahan ang Deed of Sale?

Witness: Si Regidor Toledo po at saka ang asawa niya po si Zenaida at saka si Rodrigo at saka ako po.

Court: So apat kayo kasama si Florencia?

Witness: Opo. Your Honor.

Court: Pumirma si Florencia?

Witness: Opo.

x x x x

Court: At doon ito pinirmahan sa Sitio Tuyasu, Brgy. Merville?

Witness: Opo, Your Honor.

Court: Umaga o hapon?

Witness: Umaga po kami pumunta po, your Honor.

Court: Nandoon si Regidor.

Witness: Opo, Your Honor.

Court: Pati yung asawa ni Regidor?

Witness: Opo, Your Honor.

⁴⁴ TSN dated July 29, 2009, pp. 40-41; Soledad Toledo testified as follows:

Court: Nagsabi ka ba kay Regidor kung ano yung pinapirmahan kay Florencia?

Witness: Binasa rin po nila, your Honor.

Court: Binasa nino?

Witness: Nila Regidor.

Court: Sino si Regidor at saka?

Witness: At saka yung asawa niya po, your Honor, si Zenaida.

Court: Pagkatapos ninyong pirmahan or bago pirmahan?

Witness: Bago po, your Honor.

Court: Pagkatapos nilang basahin, si Regidor at si Zenaida, anong sinabi ni Regidor sa iyo kung meron man?

Witness: Wala naman po, your Honor.

Court: Ibig mong sabihin si Regidor at saka si Zenaida hindi nagsabi sa iyo kung ano man pagkatapos nilang mabasa?

Witness: Kinuha na po ni Florencia Toledo, your Honor, para pirmahan na po.

Court: Okay, tanungin kita ng direktahan. Nagreklamo ba si Regidor doon sa pinirmahan ng kanyang Nanay?

Witness: Wala naman po, your Honor.

and signed a document as a witness to Florencia's receipt of a sum of money as payment for the sale.⁴⁵ Petitioners do not deny this fact.

On the other hand, the *Salaysay* was signed by Florencia only a week before her death. In fact, petitioner Regidor testified that the only persons who witnessed Florencia sign the *Salaysay* were him and petitioner Gladdys who had already passed away.⁴⁶ They did not sign the said document as witnesses.

In view of the foregoing, this Court finds that the elusive *Salaysay* cannot prevail over or nullify the clear and express provisions of the Deeds. The statements therein are simply too ambiguous to state with certainty the subject matter it speaks of. It is unclear not only as to Florencia's sales of portions thereof, but also which between the two Deeds Florencia allegedly signed without knowing its contents. Hence, the issuance of the *Salaysay*, standing alone, cannot be appreciated as clear and convincing proof that Florencia was, indeed, fraudulently induced to sign the Deeds.

In a last-ditch effort to annul the Deeds, petitioners belatedly argued that the same are absolutely simulated. It must be stressed that they failed to present such argument during trial, raising the same only now, before this Court. To recall, the complaint filed by petitioners merely alleged that: (1) since Florencia was weak, ill, and bedridden, there was a reason to believe that she was manipulated by her son Rodrigo to affix her name on the Deeds without knowing what she was signing; (2) Florencia could not have walked to appear before the notary public; and (3) the Deeds are fake, falsified, and fabricated for they were printed in like manner, with date and place of execution left in blank, with supplied handwritten date, with almost the same consideration and notarized far apart on dates to avoid suspicion of wrongdoing.⁴⁷

Moreover, "basic rules of fair play, justice, and due process require that arguments or the issues not raised in the trial court may not be raised for the first time on appeal."⁴⁸ "Points of law, theories, issues and arguments not brought to the attention of the lower court need not be, and ordinarily will not be, considered by a reviewing court, as these cannot be raised for the first time at such late stage."⁴⁹

⁴⁵ CA rollo, p. 92.

⁴⁶ Records, (Vol. I), p. 29.

⁴⁷ CA rollo, p. 27.

⁴⁸ *Chinatrust (Phils.) Commercial Bank v. Turner*, 812 Phil. 1, 16 (2017).

⁴⁹ *Id.* at 17, citing *Philippine Ports Authority v. City of Iloilo*, 453 Phil. 927, 934 (2003).

Nonetheless, even if we consider the belated argument, this Court's ruling that petitioners failed to discharge the burden of proving the nullity of the Deeds remains the same.

The elements of a contract of sale are: (a) consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price; (b) determinate subject matter; and (c) price certain in money or its equivalent.⁵⁰ The absence of any of these elements renders the contract void. In particular, when an apparent contract exists but the consent is wanting, the contract is absolutely simulated.⁵¹

A review of the records of the case supports the presence of the foregoing requisites. *First*, as already discussed above, petitioners failed to prove that Florencia's consent was vitiated through fraud. On the contrary, Florencia's signatures appear on all pages of the Deeds and that, testimonies of the witnesses prove that she personally signed the same in their presence. *Second*, it is an undisputed fact that Florencia is the registered owner of the determinate subject matter of the sale. *Third*, it is clear from the records that the purchase price was actually received by Florencia as consideration for the sale. As correctly pointed out by respondents Jerry and Jelly, the Deeds themselves expressly state that Florencia acknowledged receipt of the sums of ₱60,000.00 and ₱50,000.00, in full as consideration of the sale of her land. In fact, the mother of respondents, Soledad Toledo, testified in court that petitioner Regidor was even present at the payment.⁵²

Moreover, the title is already in the possession of Jerry.⁵³ He also committed acts asserting his rights to the property by writing a letter to petitioners stating that Florencia had already sold to them the portions thereof, filing of cases to settle Florencia's estate, and presenting the Deeds before the Register of Deeds of Tarlac for registration.⁵⁴ He even went to prospective buyers to inform them of the previous sales. Indeed, one of the most striking badges of absolute simulation is the complete absence of any attempt on the part of a vendee to assert his right of dominion over the property.⁵⁵ Such is not the case here.

All told, there exists no cogent reason to reverse the ruling of the RTC that was affirmed *in toto* by the CA dismissing petitioners' complaint to annul the subject Deeds. As correctly found during the proceedings below, petitioners failed to discharge their burden of proving by clear and

⁵⁰ *Riosa v. Tabaco La Suerte Corp.*, *supra* note 25, at 596.

⁵¹ *De Joya v. Madlangbayan*, G.R. No. 228999, April 28, 2021.

⁵² CA *rollo*, pp. 90-93.

⁵³ Records, (Vol. I), page 8.

⁵⁴ CA *rollo*, p. 84.

⁵⁵ *Heirs of Spouses Intac v. Court of Appeals*, 697 Phil. 373, 384 (2012).


convincing evidence, the fraud, and undue influence, which they claim to have attended Florencia's signing thereof.

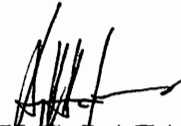
ACCORDINGLY, the instant petition is **DENIED**. The Decision dated August 20, 2015 and the Resolution dated November 11, 2016 of the Court of Appeals in CA-G.R. CV No. 97800, are **AFFIRMED**. The dismissal of the complaint for annulment of deeds by the Regional Trial Court, Branch 257, Parañaque City, is sustained.


SO ORDERED.


JHOSEP V. LOPEZ
Associate Justice

WE CONCUR:


MARVIC M.V.F. LEONEN
Senior Associate Justice

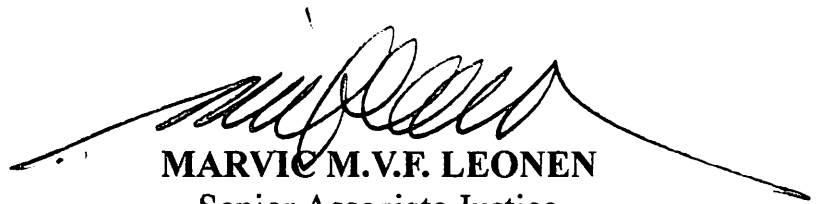

AMY C. LAZARO-JAVIER
Associate Justice


MARIO V. LOPEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

ATTESTATION

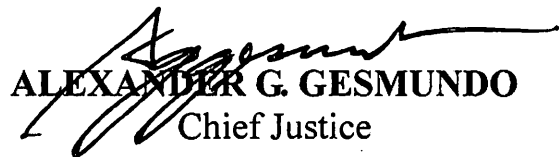
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



ALEXANDER G. GESMUNDO
Chief Justice