Republic of the Philippines
Supreme Court
Baguio City

FIRST DIVISION

SPOUSES FELIX CHINGKOE AND ROSITA CHINGKOE ,
Petitioners,

- versus -

SPOUSES FAUSTINO CHINGKOE AND GLORIA CHINGKOE,
Respondents.

G.R. No. 185518

Present:

SERENO, *CJ*, Chairperson,
LEONARDO-DE CASTRO,
VILLARAMA, JR.,
PEREZ,* and
REYES, *JJ.*

Promulgated:
APR 17 2013

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DECISION

SERENO, *CJ:*

This Petition for Review on Certiorari under Rule 45 of the Rules of Court assails the 3 July 2008 Decision of the Court of Appeals (CA) annulling the 30 March 2007 Decision of the Regional Trial Court (RTC) of Quezon City.[1] The RTC affirmed[2] the Metropolitan Trial Court's (MTC) dismissal[3] of the Complaint for unlawful detainer filed by herein respondents.

The facts, as culled from the records, are as follows:

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* Designated as additional member per raffle dated 13 September 2010 in lieu of Associate Justice Lucas P. Bersamin..

[1] Docketed as CA-G.R. SP No. 100008; penned by Associate Justice Arturo G. Tayag and concurred in by Associate Justices Hakim S. Abdulwahid and Jose C. Mendoza; *rollo,* pp. 41-68.

[2] Docketed as Civil Case No. Q-03-50390; penned by Judge Bernelito R. Fernandez on 30 March 2007; id. at 282-287.

[3] Docketed as Civil Case No. 27298; penned by Fernando T. Sagun, Jr. on 2 July 2003; id. at 104-111.

Respondents are the registered owners of a real property covered by Transfer Certificate of Title No. 8283[4] of the Registry of Deeds of Quezon City. They claim that sometime in 1990, out of tolerance and permission, they allowed respondent Faustino's brother, Felix, and his wife, Rosita, to inhabit the subject property situated at No. 58 Lopez Jaena Street, Ayala Heights, Quezon City. Due to the intercession of their mother, Tan Po Chu, Faustino agreed to sell the property to Felix on condition that the title shall be delivered only after Felix and Rosita's payment of the full purchase price, and after respondents' settlement of their mortgage obligations with the Rizal Commercial Banking Corporation (RCBC). After further prodding from their mother, however, and at Felix's request, Faustino agreed to deliver in advance an incomplete draft of a Deed of Absolute Sale, which had not yet been notarized. While respondents themselves drafted the deed, the parties again agreed that the document would only be completed after full payment.[5]

On 24 July 2001, respondents sent a demand letter[6] to petitioners asking them to vacate the premises. To this date, petitioners have refused to do so, prompting respondents to file a complaint[7] for unlawful detainer with the MTC of Quezon City. In their Answer, petitioners presented a copy of a completed Deed of Absolute Sale dated 10 October 1994, claiming that respondents had sold the property for ₱3,130,000, which petitioners had paid in full and in cash on the same day. Due to respondents' adamant refusal to surrender the title to them as buyers, petitioners were allegedly constrained to file an action for specific performance with Branch 96 of the Quezon City RTC on 31 January 1995.[8]

The MTC gave weight to the Deed of Sale presented by petitioners and dismissed the Complaint, as follows:

> The defendants herein assert that "since October 1994, when they bought their property in CASH, their stay thereat is by virtue of their absolute ownership thereof as provided for in the Absolute Deed of Sale," x x x. The foregoing would right away tell us that this Court is barred from ordering the ejectment of the defendants from the premises in question so much so that what is at stake only in cases of this nature as above stated is as regards possession only.
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> With the execution of the Deed of Absolute Sale whereby the Vendors never reserved their rights and interests over the property after the sale, and the transfer appears to be absolute, beside the fact that the

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[4] Id. at 338-340.
[5] *Id. at 43*-45.
[6] Id. at 341.
[7] Id. at 86-97.
[8] Id. at 14-15. A copy of the Complaint therein is attached as "Annex TT" to the Petition; *rollo*, pp. 576-581.

> property is now under the control and custody of the defendants, we could conclude that instant case unlawful detainer *(sic)* is destined to fail,[9] x x x.

The RTC affirmed the findings of the MTC *in toto*, reasoning thus:

> x x x (T)here exists a Deed presented in evidence on the sale of the subject property entered into by the herein parties. The Deed of Sale renders weak the claim of tolerance or permission.
>
> Although the plaintiffs-appellants questioned the validity and authenticity of the Deed of Sale, this will not change the nature of the action as an unlawful detainer, in the light of our premise of the principal issue in unlawful detainer – *possession de facto*.[10]

The CA reversed the findings of the lower courts and ruled that a mere plea of title over disputed land by the defendant cannot be used as sound basis for dismissing an action for recovery of possession. Citing *Refugia v. Court of Appeals*, the appellate court found that petitioners' stay on the property was merely a tolerated possession, which they were no longer entitled to continue. The deed they presented was not one of sale, but a "document preparatory to an actual sale, prepared by the petitioners upon the insistence and prodding of their mother to soothe in temper respondent Felix Chingkoe."[11]

Petitioners now come before this Court, raising the following arguments:

a. The CA committed reversible error when it admitted and gave weight to testimony given in a different proceeding (action for specific performance) pending before the Regional Trial Court in resolving the issue herein (unlawful detainer); and

b. The CA committed reversible error when it ruled on the validity of a notarized Deed of Sale in a summary ejectment action.

We deny the petition.

Anent the first argument, petitioners fault the CA for citing and giving credence to the testimony of Tan Po Chu, who was presented as a witness in *another* case, the action for specific performance filed by petitioners. The CA stated:

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[9] Id. at 109.
[10] Id. at 287.
[11] Id. at 55.

In the case instituted by the respondents against herein petitioner for Specific Performance entitled "*Felix Chingkoe and Rosita Chingkoe v. Faustino Chingkoe and Gloria Chingkoe*," docketed as Civil Case No. Q-95-22865 pending before Branch 96 of the Regional Trial Court of Quezon City, Tan Po Chu testified on 25 November 1999 to shed light on the matter once and for all, to wit:

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Atty. Nicolas:

Q You mentioned that this is the second copy of the deed of absolute sale, you identified the signature appearing here as the signature of Felix, how do you know that this is the signature of Felix?

A Well, he is my son. I am familiar with his signature and besides that he signed it in my presence.

Q And this is the very document and not as photocopy (sic) of the second document which you brought to Felix?

Atty. Flores:

Again, Your Honor, very leading.

Court:

I will allow.

A I am not very sure now but I think this is the real one, I think this is the one because **I saw him signed (sic) this.**

Atty. Nicolas:

May I request that this be marked as Exhibit "1" and the signature of Felix be signed as Exhibit "1-A"?

Court:

Mark.

Atty. Flores:

Just a moment, no basis, Your Honor, please.

Atty. Nicolas:

Your Honor, the witness said that there was a deed of absolute sale, I was asking if she knows how much Felix paid for the property when she delivered the document.

Court:

She never testified that there was a sale, she only said that there was a deed of sale.

Atty. Nicolas:

I will reform, Your Honor.

Q When you delivered this document to Felix, what did he give you in return, if any?

A **He did not give me anything, he had never paid me any single cent.**

Q When you delivered the deed of sale?

A There was no payment whatsoever.

> **Q As far as you know, Ms. Witness, was the property paid for by Felix to Faustino?**
>
> **A I swear to God, no payment, there was no payment at all, I swear.**
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> xxxx
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> **As clearly shown in the testimony given in open court which was above-quoted, petitioners merely delivered to their mother a draft of the deed, which they signed to appease her and respondent Felix Chingkoe.**[12] (Emphases supplied.)

The CA indeed quoted at length from the testimony of Tan Po Chu, and culled therefrom the factual finding that the purported contract of sale had never been consummated between the parties. The CA cited as basis her testimony from Civil Case No. Q-95-22865: that she witnessed Felix signing the blank deed, and that upon its signing, there was no payment for the property. This account directly contradicts petitioners' claim that payment was made simultaneously with the perfection of the contract.

Petitioners claim that the CA erroneously considered this testimony in Civil Case No. Q-95-22865. They cite the general rule that courts are not authorized to take judicial notice of the contents of the records of other cases. This rule, however, admits of exceptions. As early as *United States v. Claveria*, this Court has stated: "In the absence of objection and as a matter of convenience, a court may properly treat all or part of the original record of a former case filed in its archives, as read into the record of a case pending before it, when, with the knowledge of the opposing party, reference is made to it for that purpose by name and number or in some other manner by which it is sufficiently designated."[13]

We reiterated this stance in *Adiarte v. Domingo*,[14] in which the trial court decided the action pending before it by taking judicial notice of the records of a prior case for a sum of money. The Supreme Court affirmed the trial court's dismissal of the Complaint, after it considered evidence clearly showing that the subject matter thereof was the same as that in the prior litigation. In a 1993 case, *Occidental Land Transportation Company, Inc. v. Court of Appeals*, the Court ruled:

> The reasons advanced by the respondent court in taking judicial notice of Civil Case No. 3156 are valid and not contrary to law. As a general rule, "courts are not authorized to take judicial notice, in the adjudication of cases pending before them, of the contents of the records of other cases, even when such cases have been tried or are pending in the same court, and notwithstanding the fact that both cases may have been

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[12] Id. at 55-63.
[13] 29 Phil. 527, 532 (1915).
[14] 71 Phil. 394 (1941).

> heard or are actually pending before the same judge." The general rule admits of exceptions as enumerated in *Tabuena v. Court of Appeals,* the Court, citing *U.S. v. Claveria,* which We quote:
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> x x x (I)n the absence of objection, and as a matter of convenience to all parties, a court may properly treat all or any part of the original record of a case filed in its archives as read into the record of a case pending before it, when, with the knowledge of the opposing party, reference is made to it for that purpose, by name and number or in some other manner by which it is sufficiently designated; or when the original record of the former case or any part of it, is actually withdrawn from the archives by the court's direction, at the request or with the consent of the parties, and admitted as a part of the record of the case then pending.
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> **It is clear, though, that this exception is applicable only when, *'in the absence of objection,' 'with the knowledge of the opposing party,'* or *'at the request or with the consent of the parties'* the case is clearly referred to or *'the original or part of the records of the case are actually withdrawn from the archives*' and *'admitted as part of the record of the case then pending.'***
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> xxxx
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> **And unlike the factual situation in *Tabuena v. CA,* the decision in Civil Case No. 3156 formed part of the records of the instant case (Civil Case No. 2728) with the knowledge of the parties and in the absence of their objection.** (Emphases supplied, citations omitted).[15]

This doctrine was restated in *Republic v. Sandiganbayan*, *viz*: "As a matter of convenience to all the parties, a court *may* properly treat all or any part of the original record of a case filed in its archives as read into the record of a case pending before it, when, with the knowledge of, *and* absent an objection from, the adverse party, reference is made to it for that purpose, by name and number or in some other manner by which it is sufficiently designated; or when the original record of the former case or any part of it, is actually withdrawn from the archives at the court's direction, at the request or with the consent of the parties, and admitted as a part of the record of the case then pending."[16] (Underscoring supplied)

In the case at bar, as the CA rightly points out in its Resolution dated 28 November 2008,[17] petitioners never objected to the introduction of the Transcript of Stenographic Notes containing the testimony of Tan Po Chu, which were records of Civil Case No. Q-95-22865. As shown by the records and as petitioners admitted in their Reply, the testimony was already introduced on appeal before the RTC. *In fact, it was petitioners themselves who specifically cited Civil Case No. Q-95-22865, referring to it both by*

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[15] G.R. No. 96721, 19 March 1993, 220 SCRA 167, 175-176.
[16] *Republic of the Philippines v. Sandiganbayan*, G.R. No. 152375, 13 December 2011, 662 SCRA 152, 153.
[17] *Rollo*, pp. 70-84.

name and number, purportedly to bolster the claim that they were constrained to sue, in order to compel delivery of the title.[18]

Given these facts, the CA committed no reversible error in taking judicial notice of the records of Civil Case No. Q-95-22865. In any case, the said testimony was not the only basis for reversing the RTC's Decision. Independent of the testimony, the CA – through its perusal and assessment of *other* pieces of evidence, specifically the Deed of Absolute Sale – concluded that petitioners' stay on the premises had become unlawful.

Concerning the second issue, petitioners object to the assessment of the Deed of Sale by the CA, claiming such a determination is improper in summary proceedings. It should be noted that it was petitioners who introduced the Deed of Sale in evidence before the MTC and the RTC, as evidence of their claimed right to possession over the property. They attached the deed to their Answer as Annex "1."[19] The CA discovered that they falsified their copy of the document denominated as Deed of Absolute Sale in this wise:

> Said draft of the deed was undated and bears the signature of one witness, as can be clearly noticed upon its very careful perusal. Notably, respondents made it appear in the draft of the Deed of Absolute Sale that there indeed was a valid and consummated sale when in truth and in fact, there was none. The document accomplished by the respondents (herein petitioners) gave them some semblance, albeit highly questionable, of ownership over the property by affixing their signatures, affixing the signature of one Cora Hizon as witness and superimposing the signature of Jane Chan with that of one Noralyn Collado.[20]

Batas Pambansa Blg. 129 states that when the defendant raises the question of ownership in unlawful detainer cases and the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved only to determine the issue of possession.[21] This Court has repeatedly ruled that although the issue in unlawful detainer cases is physical possession over a property, trial courts may provisionally resolve the issue of ownership for the sole purpose of determining the issue of possession.[22] "These actions are intended to avoid disruption of public order by those who would take the law in their hands purportedly to enforce their claimed right of possession. In these cases, the issue is pure physical or *de facto* possession, and

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[18] Id. at 284, p. 3 of the RTC Decision, quoting pertinent portions of the Answer.
[19] Id. at 283.
[20] Id. at 63-64.
[21] Sec. 33, par. 2.
[22] *Barrientos v. Rapal,* G.R. No. 169514, 20 July 2011, 654 SCRA 165.

pronouncements made on questions of ownership are provisional in nature. The provisional determination of ownership in the ejectment case cannot be clothed with finality."[23]

Trial courts must necessarily delve into and weigh the evidence of the parties in order to rule on the right of possession, as we have discussed in *Sps. Esmaquel and Sordevilla v. Coprada*:

> In unlawful detainer cases, the possession of the defendant was originally legal, as his possession was permitted by the plaintiff on account of an express or implied contract between them. However, defendant's possession became illegal when the plaintiff demanded that defendant vacate the subject property due to the expiration or termination of the right to possess under their contract, and defendant refused to heed such demand.
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> The sole issue for resolution in an unlawful detainer case is physical or material possession of the property involved, independent of any claim of ownership by any of the parties. **Where the issue of ownership is raised by any of the parties, the courts may pass upon the same in order to determine who has the right to possess the property. The adjudication is, however, merely provisional and would not bar or prejudice an action between the same parties involving title to the property. Since the issue of ownership was raised in the unlawful detainer case, its resolution boils down to which of the parties' respective evidence deserves more weight.**[24] (Emphasis supplied, citations omitted.)

WHEREFORE, in view of the foregoing, we deny the instant Petition for lack of merit. The Decision of the Court of Appeals in CA-G.R. SP No. 100008 (dated 3 July 2008) is **AFFIRMED**.

We make no pronouncement as to attorney's fees for lack of evidence.

SO ORDERED.

MARIA LOURDES P. A. SERENO
Chief Justice, Chairperson

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[23] *Samonte v. Century Savings Bank*, G.R. No. 176413, 25 November 2009, 605 SCRA 478, 486.
[24] G.R. No. 152423, 15 December 2010, 638 SCRA 428, 436.

WE CONCUR:

TERESITA J. LEONARDO-DE CASTRO
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

JOSE PORTUGAL PEREZ
Associate Justice

BIENVENIDO L. REYES
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, 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.

MARIA LOURDES P. A. SERENO
Chief Justice