Republic of the Philippines
SUPREME COURT
Manila

THIRD DIVISION

ENRIQUETA M. LOCSIN, Petitioner,	**G.R. No. 204369**
	Present:
- versus -	VELASCO, JR., *J.*, Chairperson, PERALTA, VILLARAMA, JR., REYES, and JARDELEZA, *JJ.*
BERNARDO HIZON, CARLOS HIZON, SPS. JOSE MANUEL & LOURDES GUEVARA, Respondents.	Promulgated: September 17, 2014

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D E C I S I O N

VELASCO, JR., *J.*:

Nature of the Case

Before Us is a Petition for Review on Certiorari under Rule 45 assailing the Decision[1] and Resolution of the Court of Appeals (CA), dated June 6, 2012 and October 30, 2012, respectively, in CA-G.R. CV No. 96659 entitled *Enriqueta M. Locsin v. Marylou Bolos, et al.* In reversing the ruling of the trial court, the CA held that respondents are innocent purchasers in good faith and for value of the subject property.

The Facts

Petitioner Enriqueta M. Locsin (Locsin) was the registered owner of a 760-sq.m. lot covered by Transfer Certificate of Title (TCT) No. 235094, located at 49 Don Vicente St., Don Antonio Heights Subdivision, Brgy. Holy Spirit, Capitol, Quezon City. In 1992, she filed an ejectment case, Civil Case No. 38-6633,[2] against one Billy Aceron (Aceron) before the Metropolitan Trial Court, Branch 38 in Quezon City (MTC) to recover possession over the land in issue. Eventually, the two entered into a compromise agreement, which the MTC approved on August 6, 1993.[3]

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[1] Penned by Associate Justice Juan Q. Enriquez, Jr. and concurred in by Associate Justices Marlene Gonzales-Sison and Danton Q. Bueser.

[2] Entitled *Enriqueta M. Locsin v. Billy Aceron, et.al.*

[3] In its Judgment dated August 6, 1993 penned by Judge Ricardo A. Buenviaje.

Locsin later went to the United States without knowing whether Aceron has complied with his part of the bargain under the compromise agreement. In spite of her absence, however, she continued to pay the real property taxes on the subject lot.

In 1994, after discovering that her copy of TCT No. 235094 was missing, Locsin filed a petition for administrative reconstruction in order to secure a new one, TCT No. RT-97467. Sometime in early 2002, she then requested her counsel to check the status of the subject lot. It was then that they discovered the following:

1. One Marylou Bolos (Bolos) had TCT No. RT-97467 cancelled on February 11, 1999, and then secured a new one, TCT No. N-200074, in her favor by registering a Deed of Absolute Sale dated November 3, 1979 allegedly executed by Locsin with the Registry of Deeds;

2. Bolos later sold the subject lot to Bernardo Hizon (Bernardo) for PhP 1.5 million, but it was titled under Carlos Hizon's (Carlos') name on August 12, 1999. Carlos is Bernardo's son;

3. On October 1, 1999, Bernardo, claiming to be the owner of the property, filed a Motion for Issuance of Writ of Execution for the enforcement of the court-approved compromise agreement in Civil Case No. 38-6633;

4. The property was already occupied and was, in fact, up for sale.

On May 9, 2002, Locsin, through counsel, sent Carlos a letter requesting the return of the property since her signature in the purported deed of sale in favor of Bolos was a forgery. In a letter-reply dated May 20, 2002, Carlos denied Locsin's request, claiming that he was unaware of any defect or flaw in Bolos' title and he is, thus, an innocent purchaser for value and good faith.

On June 13, 2002,[4] Bernardo met with Locsin's counsel and discussed the possibility of a compromise. He ended the meeting with a promise to come up with a win-win situation for his son and Locsin, a promise which turned out to be deceitful, for, on July 15, 2002, Locsin learned that Carlos had already sold the property for PhP 1.5 million to his sister and her husband, herein respondents Lourdes and Jose Manuel Guevara (spouses Guevara), respectively, who, as early as May 24, 2002, had a new certificate of title, TCT No. N-237083, issued in their names. The spouses Guevara then immediately mortgaged the said property to secure a PhP 2.5 million loan/credit facility with Damar Credit Corporation (DCC).

It was against the foregoing backdrop of events that Locsin filed an action for reconveyance, annulment of TCT No. N-237083, the cancellation

[4] *Rollo*, p. 107.

of the mortgage lien annotated thereon, and damages, against Bolos, Bernardo, Carlos, the Sps. Guevara, DCC, and the Register of Deeds, Quezon City, docketed as Civil Case No. Q-02-47925, which was tried by the Regional Trial Court, Branch 77 in Quezon City (RTC). The charges against DCC, however, were dropped on joint motion of the parties. This is in view of the cancellation of the mortgage for failure of the spouses Guevara to avail of the loan/credit facility DCC extended in their favor.[5]

Ruling of the Trial Court

On November 19, 2010, the RTC rendered a Decision[6] dismissing the complaint and finding for respondents, as defendants thereat, holding that: (a) there is insufficient evidence to show that Locsin's signature in the Deed of Absolute Sale between her and Bolos is a forgery; (b) the questioned deed is a public document, having been notarized; thus, it has, in its favor, the presumption of regularity; (c) Locsin cannot simply rely on the apparent difference of the signatures in the deed and in the documents presented by her to prove her allegation of forgery; (d) the transfers of title from Bolos to Carlos and from Carlos to the spouses Guevara are valid and regular; (e) Bernardo, Carlos, and the spouses Guevara are all buyers in good faith.

Aggrieved, petitioner appealed the case to the CA.

Ruling of the Court of Appeals

The CA, in its assailed Decision, ruled that it was erroneous for the RTC to hold that Locsin failed to prove that her signature was forged. In its appreciation of the evidence, the CA found that, indeed, Locsin's signature in the Deed of Absolute Sale in favor of Bolos differs from her signatures in the other documents offered as evidence.

The CA, however, affirmed the RTC's finding that herein respondents are innocent purchasers for value. Citing *Casimiro Development Corp. v. Renato L. Mateo*,[7] the appellate court held that respondents, having dealt with property registered under the Torrens System, need not go beyond the certificate of title, but only has to rely on the said certificate. Moreover, as the CA added, any notice of defect or flaw in the title of the vendor should encompass facts and circumstances that would impel a reasonably prudent man to inquire into the status of the title of the property in order to amount to bad faith.

Accordingly, the CA ruled that Locsin can no longer recover the subject lot.[8] Hence, the insant petition.

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[5] Records, pp. 258-260.
[6] *Rollo*, pp. 122-131. Penned by Presiding Judge Vivencio S. Baclig.
[7] G.R. No. 175485, July 27, 2011, 654 SCRA 676.
[8] *Rollo*, p. 40.

Arguments

Petitioner Locsin insists that Bernardo was well aware, at the time he purchased the subject property, of a possible defect in Bolos' title since he knew that another person, Aceron, was then occupying the lot in issue.[9] As a matter of fact, Bernardo even moved for the execution of the compromise agreement between Locsin and Aceron in Civil Case No. 38-6633 in order to enforce to oust Aceron of his possession over the property.[10]

Thus, petitioner maintains that Bernardo, knowing as he did the incidents involving the subject property, should have acted as a reasonably diligent buyer in verifying the authenticity of Bolos' title instead of closing his eyes to the possibility of a defect therein. Essentially, petitioner argues that Bernardo's stubborn refusal to make an inquiry beyond the face of Bolos' title is indicative of his lack of prudence in protecting himself from possible defects or flaws therein, and consequently bars him from interposing the protection accorded to an innocent purchaser for value.

As regards Carlos and the Sps. Guevara's admissions and testimonies, petitioner points out that when these are placed side-by-side with the concurrent circumstances in the case, it is readily revealed that the transfer from the former to the latter was only simulated and intended to keep the property out of petitioner's reach.

For their part, respondents maintain that they had the right to rely solely upon the face of Bolos' clean title, considering that it was free from any lien or encumbrance. They are not even required, so they claim, to check on the validity of the sale from which they derived their title.[11] Too, respondents claim that their knowledge of Aceron's possession cannot be the basis for an allegation of bad faith, for the property was purchased on an "as-is where-is" basis.

The Issue

Considering that the finding of the CA that Locsin's signature in the Deed of Absolute Sale in favor of Bolos was indeed bogus commands itself for concurrence, the resolution of the present petition lies on this singular issue—whether or not respondents are innocent purchasers for value.[12]

The Court's Ruling

The petition is meritorious.

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[9] Id. at 16.
[10] Id. at 67.
[11] Comment (to Petitioner's Petition for Review on Certiorari dated November 29, 2012), pp. 2, 3.
[12] *Rollo*, p. 13.

Procedural issue

As a general rule, only questions of law may be raised in a petition for review on certiorari.[13] This Court is not a trier of facts; and in the exercise of the power of review, we do not normally undertake the re-examination of the evidence presented by the contending parties during the trial of the case.[14] This rule, however, admits of exceptions. For one, the findings of fact of the CA will not bind the parties in cases where the inference made on the evidence is mistaken, as here.[15]

That being said, we now proceed to the core of the controversy.

Precautionary measures for buyers of real property

An innocent purchaser for value is one who buys the property of another without notice that some other person has a right to or interest in it, and who pays a full and fair price at the time of the purchase or before receiving any notice of another person's claim.[16] As such, a defective title—or one the procurement of which is tainted with fraud and misrepresentation—may be the source of a completely legal and valid title, provided that the buyer is an innocent third person who, in good faith, relied on the correctness of the certificate of title, or an innocent purchaser for value.[17]

Complementing this is the mirror doctrine which echoes the doctrinal rule that every person dealing with registered land may safely rely on the

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[13] RULES OF COURT, Rule 45, Sec. 1.

[14] See *Asuncion Urieta Vda. De Aguilar v. Sps. Alfaro*, G.R. No. 164402, July 5, 2010, 623 SCRA 130, 139.

[15] *Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc.*, G.R. No. 190515, June 6, 2011, 650 SCRA 656, 660. This rule provides that the parties may raise only questions of law, because the Supreme Court is not a trier of facts. Generally, we are not duty-bound to analyze again and weigh the evidence introduced in and considered by the tribunals below. When supported by substantial evidence, the findings of fact of the CA are conclusive and binding on the parties and are not reviewable by this Court, unless the case falls under any of the following recognized exceptions:

1. When the conclusion is a finding grounded entirely on speculation, surmises and conjectures;
2. When the inference made is manifestly mistaken, absurd or impossible;
3. Where there is a grave abuse of discretion;
4. When the judgment is based on a misapprehension of facts;
5. When the findings of fact are conflicting;
6. When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee;
7. When the findings are contrary to those of the trial court;
8. When the findings of fact 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 petitioners' main and reply briefs are not disputed by the respondents; and
10. When the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record.

[16] *Rufloe v. Burgos*, G.R. No. 143573, January 30, 2009, 577 SCRA 264, 273.

[17] See *Philippine National Bank v. Heirs of Militar, et al.*, G.R. No. 164801, June 30, 2006, 494 SCRA 308, 315.

correctness of the certificate of title issued therefor and is in no way obliged to go beyond the certificate to determine the condition of the property.[18] The recognized exceptions to this rule are stated as follows:

> [A] person dealing with registered land has a right to rely on the Torrens certificate of title and to dispense with the need of inquiring further except when the party has actual knowledge of facts and circumstances that would impel a reasonably cautious man to make such inquiry or when the purchaser has knowledge of a defect or the lack of title in his vendor or of sufficient facts to induce a reasonably prudent man to inquire into the status of the title of the property in litigation. **The presence of anything which excites or arouses suspicion should then prompt the vendee to look beyond the certificate and investigate the title of the vendor appearing on the face of said certificate. One who falls within the exception can neither be denominated an innocent purchaser for value nor a purchaser in good faith and, hence, does not merit the protection of the law.**[19] (emphasis added)

Thus, in *Domingo Realty, Inc. v. CA*,[20] we emphasized the need for prospective parties to a contract involving titled lands to exercise the diligence of a reasonably prudent person in ensuring the legality of the title, and the accuracy of the metes and bounds of the lot embraced therein, by undertaking precautionary measures, such as:

1. Verifying the origin, history, authenticity, and validity of the title with the Office of the Register of Deeds and the Land Registration Authority;
2. Engaging the services of a competent and reliable geodetic engineer to verify the boundary, metes, and bounds of the lot subject of said title based on the technical description in the said title and the approved survey plan in the Land Management Bureau;
3. Conducting an actual ocular inspection of the lot;
4. Inquiring from the owners and possessors of adjoining lots with respect to the true and legal ownership of the lot in question;
5. Putting up of signs that said lot is being purchased, leased, or encumbered; and
6. Undertaking such other measures to make the general public aware that said lot will be subject to alienation, lease, or encumbrance by the parties.

In the case at bar, Bolos' certificate of title was concededly free from liens and encumbrances on its face. However, the failure of Carlos and the spouses Guevara to exercise the necessary level of caution in light of the factual milieu surrounding the sequence of transfers from Bolos to respondents bars the application of the mirror doctrine and inspires the Court's concurrence with petitioner's proposition.

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[18] *Rufloe v. Burgos*, supra note 16.
[19] *Sandoval v. Court of Appeals*, G.R. No. 106657, August 1, 1996, 260 SCRA 283, 295.
[20] G.R. No. 126236, January 26, 2007, 513 SCRA 40, 68.

Carlos is not an innocent purchaser for value

Foremost, the Court is of the view that Bernardo negotiated with Bolos for the property as Carlos' agent. This is bolstered by the fact that he was the one who arranged for the sale and eventual registration of the property in Carlos' favor. Carlos testified during the May 27, 2009 hearing:[21]

Q:	**Are you privy with the negotiations between your father, Mr. Bernardo Hizon, and your co-defendant, Marylou Bolos, the alleged seller?**
A:	**No, Ma'am.**
Q:	Do you remember having signed a Deed of Absolute Sale, dated August 12, 1999?
A:	Yes, Ma'am.
Q:	And, at that time that you have signed the Deed, was Marylou Bolos present?
A:	No, Ma'am.
Q:	**Who negotiated and arranged for the sale of the property between Marylou Bolos and you?**
A:	**It was my father.** (emphasis ours)

Consistent with the rule that the principal is chargeable and bound by the knowledge of, or notice to, his agent received in that capacity,[22] any information available and known to Bernardo is deemed similarly available and known to Carlos, including the following:

1. Bernardo knew that **Bolos**, from whom he purchased the subject property, **never acquired possession over the lot**. As a matter of fact, in his March 11, 2009 direct testimony,[23] Bernardo admitted having knowledge of **Aceron's lot possession as well as the compromise agreement between petitioner and Aceron**.

2. Bolos' purported Deed of Sale was executed on November 3, 1979 but **the ejectment case commenced by Locsin against Aceron was in 1992, or thirteen (13) years after the property was supposedly transferred to Bolos.**

3. The August 6, 1993 Judgment,[24] issued by the MTC on the compromise agreement between Locsin and Aceron, clearly stated therein that "[o]n August 2, 1993, the parties [Aceron and Locsin] submitted to [the MTC] for approval a Compromise Agreement dated **July 28, 1993**." It further indicated that "**[Aceron] acknowledges [Locsin's] right of possession** to [the subject property], **being the registered owner thereof**."

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[21] TSN, May 27, 2009, pp. 697-708.

[22] *Mutual Life Insurance Company of New York v. L. Hilton-Green and W.A. Finlay, Jr.*, 241 U.S. 613, June 12, 1916. See also *Cosmic Lumber Corporation v. CA and Perez*, G.R. No. 114311, November 29, 1996, 265 SCRA 168.

[23] TSN, March 11, 2009, pp. 817-829.

[24] Records, pp. 324-326.

Having knowledge of the foregoing facts, Bernardo and Carlos, to our mind, should have been impelled to investigate the reason behind the arrangement. They should have been pressed to inquire into the status of the title of the property in litigation in order to protect Carlos' interest. It should have struck them as odd that it was Locsin, not Bolos, who sought the recovery of possession by commencing an ejectment case against Aceron, and even entered into a compromise agreement with the latter years **after** the purported sale in Bolos' favor. **Instead, Bernardo and Carlos took inconsistent positions when they argued for the validity of the transfer of the property in favor of Bolos, but in the same breath prayed for the enforcement of the compromise agreement entered into by Locsin**.

At this point it is well to emphasize that entering into a compromise agreement is an act of strict dominion.[25] If Bolos already acquired ownership of the property as early as 1979, it should have been her who entered into a compromise agreement with Aceron in 1993, not her predecessor-in-interest, Locsin, who, theoretically, had already divested herself of ownership thereof.

The spouses Guevara are not innocent purchasers for value

As regards the transfer of the property from Carlos to the spouses Guevara, We find the existence of the sale highly suspicious. For one, there is a dearth of evidence to support the respondent spouses' position that the sale was a bona fide transaction. Even if we repeatedly sift through the evidence on record, still we cannot find any document, contract, or deed evidencing the sale in favor of the spouses Guevara. The same goes for the purported payment of the purchase price of the property in the amount of PhP 1.5 million in favor of Carlos. As a matter of fact, the only documentary evidence that they presented were as follows:

1. Deed of Sale between Locsin and Bolos;
2. TCT No. 200074 issued in Bolos' name;
3. TCT No. N-205332 in Carlos' name;
4. TCT No. N-237083 in the name of the Sps. Guevara.

To bridge the gap in their documentary evidence, respondents proffer their own testimonies explaining the circumstances surrounding the alleged sale.[26] However, basic is the rule that bare and self-serving allegations,

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[25] *See* Article 1878 (3), New Civil Code. [Art. 1878. Special powers of attorney are necessary in the following cases:
x x x x
(3) To compromise x x x;
x x x x
(15) Any other act of strict dominion.]

[26] Carlos' direct testimony:

Q:	What did you do with the property?
A:	I decided to sell it to my sister.
Q:	Why?
A:	Because I needed money.
x x x x	

unsubstantiated by evidence, are not equivalent to proof under the Rules.[27] As such, we cannot give credence to their representations that the sale between them actually transpired.

Furthermore, and noticeably enough, the transfer from Carlos to the spouses Guevara was effected only fifteen (15) days after Locsin demanded the surrender of the property from Carlos. Reviewing the timeline:

> **May 9, 2002:** Locsin's counsel sent a letter to Carlos, requesting that he return the property to Locsin since the latter's signature in the purported deed of sale between her and Bolos was a forgery.
>
> **May 20, 2002:** Carlos' counsel replied to Locsin's May 9, 2002 letter, claiming that Carlos was unaware of any defect or flaw in Bolos' title, making him an innocent purchaser of the subject property.
>
> **May 24, 2002:** The Sps. Guevara allegedly purchased the property from Carlos.

When Bernardo met with Locsin's counsel on June 13, 2002, and personally made a commitment to come up with a win-win situation for his son and Locsin, he knew fully well, too, that the property had already been purportedly transferred to his daughter and son-in-law, the spouses Guevara, for he, no less, facilitated the same. This, to us, is glaring evidence of bad faith and an apparent intention to mislead Locsin into believing that she could no longer recover the subject property.

Also, the fact that Lourdes Guevara and Carlos are siblings, and that Carlos' agent in his dealings concerning the property is his own father, renders incredible the argument that Lourdes had no knowledge whatsoever of Locsin's claim of ownership at the time of the purported sale.

Q:	Do you still remember how much did you sell it to your sister?
A:	It was 1.5 million.
Q:	Is it via cash or check?
A:	A check.
Q:	Do you recall having executed a Deed of Sale, in favor of your sister?
A:	Yes, ma'am. (TSN, May 27, 2009, pp. 704-705)

x x x x

Lourdes' testimony:

Q:	In response to question (sic) of whether you recall the details of the check payment of P1.5 million to you brother Carlos, you don't recall the details anymore?
A:	Not so much because I have a lot of check (sic) because I ran an export business and almost everytime (sic) I have lots of transaction (sic).
Q:	So as far as the check payments you have issued to Mr. Carlos for P1.5 million as far as the detail (sic) you don't recall the check number…
A:	No. In fact probably the bank also close down (sic). (TSN, July 29, 2009, pp. 756-757)

[27] *Manzano v. Perez, Sr., et al.*, G.R. No. 112485, August 9, 2001, 362 SCRA 430, 439.

Indeed, the fact that the spouses Guevara never intended to be the owner in good faith and for value of the lot is further made manifest by their lack of interest in protecting themselves in the case. It does not even appear in their testimonies that they, at the very least, intended to vigilantly protect their claim over the property and prevent Locsin take it away from them. What they did was to simply appoint Bernardo as their attorney-in-fact to handle the situation and never bothered acquainting themselves with the developments in the case.[28] To be sure, respondent Jose Manuel Guevara was not even presented as a witness in the case.

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[28] Carlos' cross examination:

ATTY. GANA:	Mr. Witness, do you recall filing an answer in this case?
WITNESS:	No.
Q:	You are a defendant in this case?
A:	Yes.
Q:	And you received a copy of our complaint?
A:	No. We only knew of the complaint through my father.
x x x x	
Q:	So Mr. Witness do you recall now having authorized your counsel then Atty. Descallar to file this answer on your behalf?
A:	I don't remember.
x x x x	
Q:	So you have never seen this answer before in your life?
A:	I don't remember reading this answer.
Q:	So you don't remember filing an answer. You don't recall if you filed an answer in this case. You don't recall authorizing your father Mr. Bernardo Hizon who prepared (sic) answered for (sic) and your own behalf.
A:	I don't recall authorizing my father to have…
Q:	As defendant in this case, are you aware that you are supposed to file an answer in this case.
A:	I never received…
Q:	So you never have (sic) a copy of the complaint.
A:	Not during.. I never received any complaint.
Q:	And up to today, you have never reading (sic) a copy of the complaint?
A:	No only our lawyer.
Q:	So as of today you have not read a copy of the complaint filed in this answer (sic)?
A:	No.
Q:	So as of today you have not read an answered (sic) or compulsory counter claim (sic) filed by your father on behalf of defendants Bernardo Hizon, Carlos Hizon, spouses Emmanuel (sic) and Lourdes Guevara, you have not read this answer?
A:	I don't recall. (TSN, July 29, 2009, pp. 746-748)
x x x x	

Lourdes' cross examination:

Q:	So when… almost the same question I asked your brother hopefully you received a copy of the complaint that we filed…
A:	Copy?
Q:	Did you ever read the complaint filed in this case?
A:	Can I?
Q:	Because you are one of the defendants?
A:	(Witness going over the complaint).

There is also strong reason to believe that even the mortgage in favor of DCC was a mere ploy to make it appear that the Sps. Guevara exercised acts of dominion over the subject property. This is so considering the proximity between the property's registration in their names and its being subjected to the mortgage. Most telling is that the credit line secured by the mortgage was never used by the spouses, resulting in the mortgage's cancellation and the exclusion of DCC as a party in Civil Case No. Q-02-47925.

These circumstances, taken altogether, strongly indicate that Carlos and the spouses Guevara failed to exercise the necessary level of caution expected of a bona fide buyer and even performed acts that are highly suspect. Consequently, this Court could not give respondents the protection accorded to innocent purchasers in good faith and for value.

Locsin is entitled to nominal damages

We now delve into petitioner's prayer for exemplary damages, attorney's fees, and costs of suit.

Here, the Court notes that petitioner failed to specifically pray that moral damages be awarded. Additionally, she never invoked any of the grounds that would have warranted the award of moral damages. As can be gleaned from the records, lacking from her testimony is any claim that she suffered any form of physical suffering, mental anguish, fright, serious anxiety, besmirched reputation, wounded feelings, moral shock, social humiliation, or any other similar circumstance.[29] Thus, we are constrained to refrain from awarding moral damages in favor of petitioner.

In the same vein, exemplary damages cannot be awarded in favor of petitioner. Well-settled that this species of damages is allowed only in addition to moral damages such that no exemplary damages can be awarded unless the claimant first establishes his clear right to moral damages.[30] Consequently, despite our finding that respondents acted in a fraudulent manner, petitioner's claim for exemplary damages is unavailing at this point.

Q:	Complaint filed against you, your husband, your brother and your father if you just recall…
A:	I don't actually remember the details.
Q:	You recall having receiving (sic) one or do you recall having reading (sic) it?
A:	No.
x x x x	
Q:	My question (sic) do you remember reading that answer that was prepared for and in behalf of your… you… have not read this..at all..
A:	I don't remember. (Id. at 757-758)
x x x x	

[29] Art. 2217, New Civil Code.
[30] *Mahinay v. Velasquez, Jr.*, G.R. No. 152753, January 13, 2004, 419 SCRA 118, 122.

Nevertheless, we find an award for nominal damages to be in order. Under prevailing jurisprudence, nominal damages are "recoverable where a legal right is technically violated and must be vindicated against an invasion that has produced no actual present loss of any kind or where there has been a breach of contract and **no substantial injury or actual damages whatsoever have been or can be shown**."[31] As expounded in *Almeda v. Cariño*,[32] a violation of the plaintiff's right, even if only technical, is sufficient to support an award of nominal damages. **So long as there is a showing of a violation of the right of the plaintiff, as herein petitioner, an award of nominal damages is proper.**[33]

In the case at bar, this Court recognizes that petitioner was unduly deprived of her ownership rights over the property, and was compelled to litigate for its recovery, for almost ten (10) years. Clearly, this could have entitled her to actual or compensatory damages had she quantified and proved, during trial, the amounts which could have accrued in her favor, including commercial fruits such as reasonable rent covering the pendency of the case. Nonetheless, petitioner's failure to prove actual or compensatory damages does not erase the fact that her property rights were unlawfully invaded by respondents, entitling her to nominal damages.

As to the amount to be awarded, it bears stressing that the same is addressed to the sound discretion of the court, taking into account the relevant circumstances.[34] Considering the length of time petitioner was deprived of her property and the bad faith attending respondents' actuations in the extant case, we find the amount of seventy-five thousand pesos (PhP 75,000) as sufficient nominal damages. Moreover, respondents should be held jointly and severally liable for the said amount, attorney's fees in the amount of an additional seventy-five thousand pesos (PhP 75,000), and the costs of the suit.

WHEREFORE, in light of the foregoing, the Petition is hereby **GRANTED**. The assailed Decision of the Court of Appeals dated June 6, 2012 in CA-G.R. CV No. 96659 affirming the Decision of the Regional Trial Court, Branch 77, Quezon City, in Civil Case No. Q-02-47925; as well as its Resolution dated October 30, 2012, denying reconsideration thereof, are hereby **REVERSED** and **SET ASIDE**. TCT No. N-200074 in the name of Marylou Bolos, and the titles descending therefrom, namely, TCT Nos. N-205332 and N-237083 in the name of Carlos Hizon, and the Spouses Jose Manuel & Lourdes Guevara, respectively, are hereby declared **NULL** and **VOID**. Respondents and all other persons acting under their authority are hereby **DIRECTED** to surrender possession of the subject property in favor of petitioner. Respondents Bernardo Hizon, Carlos Hizon, and the spouses Jose Manuel and Lourdes Guevara shall jointly and

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[31] *Francisco v. Ferrer, Jr.*, G.R. No. 142029, February 28, 2001, 353 SCRA 261.
[32] 443 Phil. 182 (2003).
[33] Id. at 191.
[34] *Savellano v. Northwest Airlines*, 453 Phil. 342, 360 (2003).

severally pay petitioner PhP 75,000 as nominal damages, PhP 75,000 as attorney's fees, and costs of suit.

The Register of Deeds of Quezon City is hereby **ORDERED** to (1) cancel TCT No. N-237083; (2) reinstate TCT No. RT-97467; and (3) re-issue TCT No. RT-97467 in favor of petitioner, without requiring from petitioner payment for any and all expenses in performing the three acts.

SO ORDERED.

PRESBITERO J. VELASCO, JR.
Associate Justice

WE CONCUR:

DIOSDADO M. PERALTA
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

BIENVENIDO L. REYES
Associate Justice

FRANCIS H. JARDELEZA
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.

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII 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.

MARIA LOURDES P. A. SERENO
Chief Justice