



Republic of the Philippines  
 Supreme Court  
 Manila

SUPREME COURT OF THE PHILIPPINES  
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**RECORDED**  
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FIRST DIVISION

**IN THE MATTER OF THE  
 INTESTATE ESTATE OF  
 REYNALDO GUZMAN  
 RODRIGUEZ; ANITA ONG TAN,**  
 Petitioner,

G.R. No. 230404

Present:

- versus -

SERENO, C.J.,  
*Chairperson,*  
 LEONARDO-DE CASTRO,  
 DEL CASTILLO,  
 JARDELEZA, and  
 TIJAM, JJ.

**ROLANDO C. RODRIGUEZ,  
 RACQUEL R. GGAJO\*,  
 ROSALINDA R. LANDON,  
 REYNALDO C. RODRIGUEZ, JR.,  
 ESTER R. FULGENCIO, RAFAEL  
 C. RODRIGUEZ and REYNEST C.  
 RODRIGUEZ,**

Promulgated:

Respondents.

**JAN 31 2018**

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**DECISION**

**TIJAM, J.:**

Before Us is a Petition for Review on *Certiorari*,<sup>1</sup> assailing the Decision<sup>2</sup> dated June 13, 2016 and Resolution<sup>3</sup> dated March 3, 2017 of the Court of Appeals (CA) in CA-G.R. CV No. 105665 filed by petitioner Anita Ong Tan (Anita).

\* Referred to as Raquel R. Gegajo in the Petition for Review on *Certiorari*.

<sup>1</sup> *Rollo*, p. 29-95.

<sup>2</sup> Penned by Associate Justice Renato C. Francisco and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Danton Q. Bueser; id. at 99-109.

<sup>3</sup> Id. at 110-112.

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### The Facts of the Case

Respondents Rolando Rodriguez, Racquel Gegajo, Rosalinda Landon, Reynaldo Rodriguez, Jr., Ester Fulgencio, Rafael Rodriguez and Reynest Rodriguez are children of Reynaldo Rodriguez (Reynaldo) and Ester Rodriguez (Ester), who died on August 27, 2008 and September 11, 2004 respectively.<sup>4</sup>

Reynaldo and Ester left several properties to their surviving children. On February 13, 2009, respondents executed an Extrajudicial Settlement of the Estate of the late Reynaldo and Ester.<sup>5</sup>

On the other hand, Anita is a co-depositor in a Joint Account under the name Anita Ong Tan and Reynaldo with account number 003149-0718-56 in the Bank of the Philippine Islands (BPI). When Reynaldo passed away, said joint account continued to be in active status.<sup>6</sup>

On August 31, 2009, BPI sent a letter to Anita and informed her that her joint account with Reynaldo would become dormant if no transaction will be made. As such, Anita decided to withdraw her funds. BPI, however, required her to submit additional requirements, one of which is the extrajudicial settlement of the heirs of Reynaldo.<sup>7</sup> To comply with the same, Anita approached respondents and asked them to sign a waiver of rights to the said joint account. Respondents refused to sign the waiver as they believed that the funds in the said joint account belonged to their father.<sup>8</sup>

Respondents then submitted documents to BPI for the release of half of the funds deposited in said joint account.<sup>9</sup>

BPI withheld the release of the funds because of the conflicting claims between Anita and respondents.<sup>10</sup>

In 2011, Anita filed before the trial court a petition for the: (a) settlement of the Intestate Estate of the late Reynaldo; and (b) issuance of letters of administration to any competent neutral willing person, other than any of the heirs of Reynaldo.

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<sup>4</sup> Id. at 10.

<sup>5</sup> Id.

<sup>6</sup> Id.

<sup>7</sup> Id. at 218.

<sup>8</sup> Id. at 10-11.

<sup>9</sup> Id. at 11.

<sup>10</sup> Id.



Anita alleged that the funds used to open the BPI joint account were her exclusive funds, which came from her East West Bank (East West) account. To prove her claim, she presented as evidence a Debit Memo from East West Bank, which was used for the issuance of a Manager's Check in the amount of One Million Twenty-One Thousand Eight Hundred Sixty-Eight and 30/100 Pesos (₱ 1,021,868.30), which exact amount was deposited to the BPI joint account.<sup>11</sup> Anita presented the testimony of Mineleo Serrano, Branch Manager of East West in Tomas Morato, to corroborate her testimony that the subject amount came from her East West account.<sup>12</sup>

Respondents filed a Motion to Dismiss, arguing that the funds deposited in the BPI joint account belonged exclusively to Reynaldo.

In 2014, Rolando Rodriguez was appointed and took his oath as an administrator of the subject estate.

In an Order<sup>13</sup> dated March 13, 2015, the Regional Trial Court (RTC) ruled in favor of Anita. The RTC held that Anita sufficiently adduced evidence to rebut the presumption that the funds deposited under the BPI joint account of Anita and Reynaldo were owned by them in common. The *fallo* reads:

**WHEREFORE**, petitioner's claim against the estate of deceased Reynaldo G. Rodriguez is hereby **GRANTED**. Accordingly, Rolando Rodriguez, in his capacity as the appointed Administrator of the intestate estate of Reynaldo G. Rodriguez, is hereby directed to withdraw, together with the petitioner, the funds under Joint Account No. 003149-0718-56 deposited with the Bank of the Philippine Islands, Kamuning Branch, Quezon City and the entire proceeds thereof be given to petitioner.

**SO ORDERED.**<sup>14</sup>

Respondents filed a motion for reconsideration, but it was denied in an Order dated May 25, 2015.

Undaunted, respondents filed an appeal before the CA.

In a Decision<sup>15</sup> dated June 13, 2016, the CA reversed the ruling of the RTC. In giving credence to respondents' contention, the CA maintained that the presumption of co-ownership as regards the nature of joint accounts was not sufficiently overturned, as Anita failed to prove that she is indeed the sole owner of the funds therein. The CA disposed thus:

<sup>11</sup> Id. at 11.

<sup>12</sup> Id. at 218.

<sup>13</sup> Penned by RTC Judge Celso R.L. Magsino, Jr.; id. at 217-219.

<sup>14</sup> Id. at 219.

<sup>15</sup> Id. at 9-22.

**WHEREFORE**, the instant appeal is hereby **PARTIALLY GRANTED**. The assailed *Order* dated March 13, 2015 and *Order* dated May 25, 2015 of the Region[al] Trial Court [,] Branch 74, Malabon City is hereby **MODIFIED**.

The bank deposit under the Joint Account number 003149-0718-56 is to be divided in equal shares between Petitioner-appellee on one hand and the Respondents-appellants on the other on a 50-50 proposition.

**SO ORDERED.**<sup>16</sup>

Anita filed a motion for reconsideration, which was denied in a Resolution<sup>17</sup> dated March 3, 2017, thus:

**WHEREFORE**, petitioner-appellee's Motion for Reconsideration is hereby **DENIED** for lack of merit.

**SO ORDERED.**<sup>18</sup>

### **The Issue**

In sum, the sole issue in this case is whether or not the CA erred in declaring Anita and Reynaldo as co-owners of the subject bank deposits despite the evidence submitted by Anita to prove otherwise.

### **The Ruling of the Court**

A joint account is one that is held jointly by two or more natural persons, or by two or more juridical persons or entities. Under such setup, the depositors are joint owners or co-owners of the said account, and their share in the deposits shall be presumed equal, unless the contrary is proved.<sup>19</sup> The nature of joint accounts is governed by the rule on co-ownership embodied in Article 485 of the Civil Code, to wit:

Art. 485. The share of the co-owners, in the benefits as well as in the charges, shall be proportional to their respective interests. Any stipulation in a contract to the contrary shall be void.

The portions belonging to the co-owners in the co-ownership shall be presumed equal, unless the contrary is proved.

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<sup>16</sup> Id. at 108.

<sup>17</sup> Id. at 110-112.

<sup>18</sup> Id. at 112.

<sup>19</sup> *Apique v. Fahnenstich*, 765 Phil. 915, 922 (2015).



While the rule is that the shares of the owners of the joint account holders are equal, the same may be overturned by evidence to the contrary. Hence, the mere fact that an account is joint is not conclusive of the fact that the owners thereof have equal claims over the funds in question.

In line with this, it is also indispensable to consider whether or not there exists a survivorship agreement between the co-depositors. In said agreement, the co-depositors agree that upon the death of either of them, the share pertaining to the deceased shall accrue to the surviving co-depositor or he can withdraw the entire deposit.<sup>20</sup>

It must be noted that there exists no survivorship agreement between Anita and Reynaldo. Hence, it is but rightful to determine their respective shares based on evidence presented during trial.

On this note, the Court agrees with the findings of the lower court that Anita sufficiently proved that she owns the funds in the BPI joint account exclusively.

It can be gleaned from the records that the money in the BPI joint account amounts to One Million Twenty-One Thousand Eight Hundred Sixty-Eight Pesos and Thirty Centavos (₱1,021,868.30), and it is undisputed that said amount came from Anita's personal account with East West. In East West, Anita opened a Trust Placement in August 2007 with the amount of Two Million Fourteen Thousand Twenty-Four Pesos and Twenty-Five Centavos (₱2,014,024.25). Based on East West's records, as testified to by its Branch Manager, two withdrawals were subsequently made: first, in the amount of One Million Twenty-One Thousand Eight Hundred Sixty-Eight Pesos and 30 Centavos (₱1,021,868.30); and second, in the amount of One Million Three Thousand One Hundred Eleven Pesos and Eleven Centavos (₱1,003,111.11). In all such withdrawals, manager's checks were issued.

The exact amount which was first withdrawn from the East West account, *i.e.*, One Million Twenty-One Thousand Eight Hundred Sixty-Eight Pesos and Thirty Centavos (₱1,021,868.30), was the exact amount used to open the BPI joint account. Notable is the fact that these transactions occurred within the same day on November 14, 2007.<sup>21</sup> It is also significant to consider that no further transaction in said joint account was made after the same was opened until the death of Reynaldo.

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<sup>20</sup>*Rivera v. People's Bank and Trust Co.*, 73 Phil. 546 (1942).

<sup>21</sup>*Rollo*, p. 219.



With all these, it is apparent that Anita owned the funds exclusively as she sufficiently overturned the presumption under the law. It bears stressing that despite the evidence shown by Anita, respondents failed to refute her evidence, other than their bare allegations that Anita and Reynaldo had an amorous relationship and that Anita had no source of income to sustain the funds in a bank.<sup>22</sup>

The Court also takes note of the fact that respondents admitted that they knew the existence of the joint account, yet they still failed to include the same in the list of included properties in the inventory when they executed an extrajudicial settlement. Their failure to include said joint account in the list of the items owned by Reynaldo for the purposes of determining his estate obviously refutes their claim that Reynaldo was the sole owner of the funds in said joint account.

Taken together, the Court finds the ruling of the trial court that Anita is the sole owner of the funds in question proper.

Lastly, noteworthy is the fact that even if the probing arms of an intestate court is limited, it is equally important to consider the call of the exercise of its power of adjudication especially so when the case calls for the same, to wit:

While it may be true that the Regional Trial Court, acting in a restricted capacity and exercising limited jurisdiction as a probate court, is competent to issue orders involving inclusion or exclusion of certain properties in the inventory of the estate of the decedent, and to adjudge, albeit, provisionally the question of title over properties, **it is no less true that such authority conferred upon by law and reinforced by jurisprudence, should be exercised judiciously, with due regard and caution to the peculiar circumstances of each individual case.**<sup>23</sup>

The facts obtaining in this case call for the determination of the ownership of the funds contained in the BPI joint account; for the intestate estate of Reynaldo has already been extrajudicially settled by his heirs. The trial court, in this case, exercised sound judiciousness when it ruled out the inclusion of the BPI joint account in the estate of the decedent.

Equally important is the rule that the determination of whether or not a particular matter should be resolved by the Court of First Instance in the exercise of its general jurisdiction or of its limited jurisdiction as a special court (probate, land registration, etc.) is in reality not a jurisdictional question. It is in essence a procedural question involving a mode of practice

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<sup>22</sup> Id. at 237.

<sup>23</sup> *Lim v. Court of Appeals*, 380 Phil. 60, 74-75 (2000).

"which may be waived."<sup>24</sup>

Such waiver introduces the exception to the general rule that while the probate court exercises limited jurisdiction, it may settle questions relating to ownership when the claimant and all other parties having legal interest in the property consent, expressly or impliedly, to the submission of the question to the probate court for adjudgment.<sup>25</sup>

Such waiver was evident from the fact that the respondents sought for affirmative relief before the court *a quo* as they claimed ownership over the funds in the joint account of their father to the exclusion of his co-depositor.

In this case, the Court notes that the parties submitted to the jurisdiction of the intestate court in settling the issue of the ownership of the joint account. While respondents filed a Motion to Dismiss, which hypothetically admitted all the allegations in Anita's petition, the same likewise sought affirmative relief from the intestate court. Said affirmative relief is embodied in respondents' claim of ownership over the funds in said joint account to the exclusion of Anita, when in fact said funds in the joint account was neither mentioned nor included in the inventory of the intestate estate of the late Reynaldo. Therefore, respondents impliedly agreed to submit the issue of ownership before the trial court, acting as an intestate court, when they raised an affirmative relief before it. To reiterate, the exercise of the trial court of its limited jurisdiction is not jurisdictional, but procedural; hence, waivable.

**WHEREFORE**, premises considered, the Petition is **GRANTED**. The Decision dated June 13, 2016 and Resolution dated March 3, 2017 of the Court of Appeals in CA-G.R. CV No. 105665 are **REVERSED** and **SET ASIDE**. Accordingly, the Order dated March 13, 2015 of the Regional Trial Court of Malabon City, Branch 74 is **REINSTATED**.

**SO ORDERED.**

  
**NOEL GIMENEZ TIJAM**  
Associate Justice

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<sup>24</sup> Id. at 72.

<sup>25</sup> Id. citing *Valera v. Inserto*, 233 Phil. 552, 561 (1987).

**WE CONCUR:**



**MARIA LOURDES P.A. SERENO**

*Chief Justice*

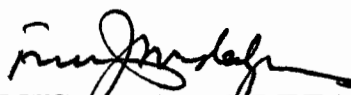
Chairperson

*Teresita Leonardo de Castro*  
**TERESITA J. LEONARDO-DE CASTRO**

Associate Justice

*Mariano C. Del Castillo*  
**MARIANO C. DEL CASTILLO**

Associate Justice




**FRANCIS H. JARDELEZA**

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*