



Republic of the Philippines
Supreme Court
Manila

CUSTOMER COURT OF THE PHILIPPINES
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SECOND DIVISION

VICTORIA* T. FAJARDO,
Petitioner,

G.R. No. 213666

Present:

- versus -

CARPIO, J., Chairperson,
PERLAS-BERNABE,
CAGUIOA,
J. REYES, JR., and
LAZARO-JAVIER, JJ.

BELEN CUA-MALATE,
Respondent.

Promulgated:

27 MAR 2019

[Signature]

X-----X

DECISION

CAGUIOA, J.:

Before the Court is a Petition for Review on *Certiorari*¹ (Petition) under Rule 45 of the Rules of Court filed by petitioner Victoria T. Fajardo (petitioner Victoria) against respondent Belen Cua-Malate (respondent Belen), assailing the Decision² dated October 23, 2013 (assailed Decision) and Resolution³ dated July 21, 2014 (assailed Resolution) rendered by the Court of Appeals, Thirteenth Division (CA) in CA-G.R. CV No. 95692.

The Facts and Antecedent Proceedings

As narrated by the CA in the assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:⁴

* Also referred to as "Vicoria" in some parts of the rollo.
¹ *Rollo*, pp. 13-30.
² Id. at 32-51; penned by Associate Justice Nina G. Antonio-Valenzuela, with Associate Justices Isaias P. Dicdican and Michael P. Elbinias concurring.
³ Id. at 53-54; penned by Associate Justice Nina G. Antonio-Valenzuela, with Associate Justices Vicente S.E. Veloso and Jane Aurora C. Lantion concurring.
⁴ Id. at 33-44.

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On December 1, 2003, respondent Belen filed **an Amended Complaint for Partition and Accounting with Damages** (Amended Complaint) against her siblings, namely petitioner Victoria, Ramon T. Cua (Ramon), Adelaida T. Cua (Adelaida), Emelita T. Cua (Emelita), and Elena T. Cua (Elena) (collectively referred to as the defendants siblings). The Complaint was filed before the Regional Trial Court of Calabanga, Camarines Sur, Branch 63 (RTC). The case was docketed as Special Civil Action Case No. RTC 03-173.

In the Amended Complaint respondent Belen alleged that she and the defendants siblings are compulsory heirs of their late mother, Ceferina Toregosa Cua (Ceferina). Ceferina died intestate on June 10, 1998 and had left certain real and personal properties, as well as interest in real properties. Respondent Belen further alleged that she did not receive her lawful share from Ceferina's estate. She prayed that judgment be issued: 1) ordering the partition and distribution of Ceferina's entire estate; 2) ordering that she (respondent Belen) be awarded her lawful share; 3) and ordering the defendants siblings to pay respondent Belen moral damages, exemplary damages, contingency fee, and litigation expenses.

On April 6, 2004, defendants Ramon, Adelaida, Emelita, and Elena filed their Answer, alleging that they were willing to settle the partition case amicably; that respondent Belen was receiving her share from the income of the properties left by their late mother, Ceferina; that it was respondent Belen who intentionally refused to show documents pertaining to the supposed properties left by Ceferina; and that respondent Belen is not entitled to the reliefs she prayed for.

Meanwhile, on August 14, 2004, **petitioner Victoria filed an Answer alleging that she is in favor of the partition and accounting of the properties of Ceferina.**

Pre-trial was conducted and terminated on January 25, 2007. Thereafter, respondent Belen was presented as a witness. But after her direct examination, and before the conduct of the cross-examination, the parties agreed to refer the case to mediation.

Hence, the RTC issued an Order of Referral dated October 22, 2008, referring the case to mediation through the Philippine Mediation Center (PMC). During the mediation conferences, all the parties attended and successfully arrived at an agreement on the manner of partition of Ceferina's estate. Because of the agreement reached upon by the parties, the mediator issued an Order dated November 5, 2009 requiring respondent Belen's counsel to draft a written compromise agreement. The terms of the agreement reached upon by the parties were thus translated into writing. A meeting was then scheduled on April 8, 2010 for the signing of the document entitled Compromise Agreement, which reduced into writing the prior agreement reached by the parties during the mediation conferences.



On said date, petitioner Victoria did not appear, while all her other siblings appeared. It was subsequently explained by petitioner Victoria's counsel that petitioner Victoria was not able to attend the meeting as she did not have enough money to travel from Manila to Calabanga, Camarines Sur. Respondent Belen and the other siblings proceeded to sign the Compromise Agreement and submitted the same before the RTC for approval.

The Ruling of the RTC

On July 1, 2010, the RTC rendered a Decision⁵ issuing a judgment on compromise. The dispositive portion of the same reads:

WHEREFORE, the foregoing compromise agreement submitted by the parties being not contrary to law, morals, public order, good customs and public policy, the same is hereby approved and judgment is rendered in accordance therewith. The parties are hereby enjoined to honor the above-mentioned compromise agreement and to abide with the terms stated therein.

SO ORDERED.⁶

Feeling aggrieved, petitioner Victoria appealed the RTC's Decision before the CA. Petitioner Victoria alleged that the Compromise Agreement cannot be binding as to her considering that she did not sign it and supposedly did not consent to its execution.

The Ruling of the CA

In the assailed Decision, the CA denied petitioner Victoria's appeal, holding that "[t]he RTC did not err when it approved the Compromise Agreement."⁷ The dispositive portion of the assailed Decision reads:

We **DISMISS** the appeal, and **AFFIRM** the Decision of the Regional Trial Court, Branch 63, Calabanga, Camarines Sur, in Special Civil Action No. RTC 03-173.

IT IS SO ORDERED.⁸

Petitioner Victoria filed a Motion for Reconsideration⁹ dated November 27, 2013, which was denied by the CA in the assailed Resolution.

Hence, the instant Petition for Review on *Certiorari*.

⁵ Id. at 73-82. Penned by Judge Freddie D. Balonzo.

⁶ Id. at 82.

⁷ Id. at 46.

⁸ Id. at 50; emphasis in the original.

⁹ Id. at 97-103.



Respondent Belen filed her Comment¹⁰ on February 4, 2015, which was replied to by petitioner Victoria in her Manifestation (In Lieu of Reply),¹¹ which was filed on August 27, 2015.

Issue

Stripped to its core, the critical issue presented by the instant Petition is whether the RTC erred in rendering its Decision dated July 1, 2010 based on the compromise agreement entered into by the parties during the mediation conferences before the PMC.

The Court's Ruling

The Court finds the instant Petition unmeritorious.

At the heart of petitioner Victoria's Petition assailing the RTC's judgment on compromise is her assertion that she "did not sign the compromise [agreement because] she did not agree with the manner of partition of their mother's estate."¹² However, aside from this self-serving assertion, there is absolutely no evidence substantiating her claim that petitioner Victoria did not come to an agreement with her siblings as to the partition of the estate of their late mother, Ceferina.

On the contrary, both the RTC and CA factually found that the parties most definitely came to terms as to the partition of Ceferina's estate even prior to the translation of the agreement into written form on April 8, 2010. There was already a valid and binding oral partition that was agreed upon by the parties.

As factually established by the RTC:

As earlier mentioned[,] during the several settings of conferences between the parties, all the parties from [respondent Belen] down to all the defendants [siblings] were all present and **they have agreed the partition of the properties located in Metro Manila as well as in the Bicol Region. The parties have already agreed what is supposed to be the properties allotted to each one of them.** Because of that agreement, the [RTC] then instructed Atty. Flora Malate-Pante[, the counsel of respondent Belen] to prepare a compromise agreement of the properties agreed upon between the parties to be their shares in the properties both located in the Bicol Region as well as in Metro Manila[.] x x x It appears, however, that [petitioner Victoria], one of the defendants, was not able to sign the compromise agreement because of her absence on April 8, 2010 which was the last setting of the conference between the parties. **However, during the last conference between the parties, [petitioner Victoria] was present and she agreed first on the partition made between them of the properties located in the Bicol Region and also agreed of (sic) their respective**

¹⁰ Id. at 111-120. Comment to the Petition for Review on Certiorari.

¹¹ Id. at 123-127.

¹² Id. at 21.



shares of the properties located in the National Capital Region particularly in Quezon City and Manila.”¹³

The RTC likewise noted the fact that the counsel of petitioner Victoria explained that “[the sole reason why petitioner Victoria was not able to sign the document was] because she has no money for transportation”¹⁴ and not because petitioner Victoria disagreed with the terms of the Compromise Agreement. The truth of the matter is that the parties had already previously arrived at an agreement with respect to the partition of their late mother’s estate.

Further, after an exhaustive review of the records of the instant case, the CA also factually established that:

A review of the parties’ evidence show that they entered into a valid oral partition.

The mediation conferences between the parties were presided by the mediator, Judge Balonzo (retired), and were scheduled on the following dates: 17 November 2008; 28 November 2008; 29 January 2009; 20 March 2009; 23 April 2009; 18 June 2009; 3 September 2009; 5 November 2009; and 21 January 2010. **The parties, assisted by their respective counsel on said dates, negotiated the terms and provisions of the Compromise Agreement so they could settle this case amicably.** After the parties agreed to the manner of partitioning Ceferina’s estate, the mediator issued the Order dated 5 November 2009, requiring [respondent Belen’s] counsel to draft the Compromise Agreement. **The Compromise Agreement was executed only to reduce into writing the oral partition already validly agreed upon by the parties.**¹⁵

At this juncture, it must be stressed that, as a rule, in an appeal by *certiorari* under Rule 45, the Court does not pass upon questions of fact as the factual findings of the trial and appellate courts are binding on the Court. The Court is not a trier of facts.¹⁶ Hence, to disprove the factual findings of the RTC and CA that there was already a valid and binding agreement that was entered into by the parties during the mediation conferences before the PMC, it was incumbent on the part of petitioner Victoria to provide clear and convincing evidence to substantiate her claim that she never reached an agreement with her siblings as to the partition of their late mother’s estate during the mediation conferences.

However, the Court finds that petitioner Victoria failed to do so. Aside from her mere self-serving statements, no other evidence was provided to support her claim. In fact, petitioner Victoria’s actuations lend more credence to the fact that she fully consented to the terms encapsulated in the Compromise Agreement. From the signing of the aforesaid document on April

¹³ Id. at 74-75; emphasis supplied.

¹⁴ Id. at 75.

¹⁵ Id. at 49-50; emphasis supplied.

¹⁶ *Romualdez-Licaros v. Licaros*, 449 Phil. 824, 837 (2003).

8, 2010 until the time the RTC rendered the judgment on compromise on July 1, 2010, there has not been even a whimper coming from petitioner Victoria contesting the Compromise Agreement. If the Compromise Agreement indeed failed to capture the real agreement reached by the parties during the mediation conferences, petitioner Victoria would have raised the matter before the RTC. It should also be pointed out that, as early as November 5, 2009, the mediator had already issued an Order to reduce into writing the agreement already reached upon by the parties. If there was truly no agreement reached upon during the mediation conferences, petitioner Victoria would have opposed the said Order. Yet, petitioner Victoria did not do so.

On the other hand, as stressed by the RTC and CA, the proceedings during the mediation conferences indubitably show that petitioner Victoria and her siblings actually came to an agreement as to the partition of the estate of Ceferina. Hence, that an oral partition has been entered into by the parties is a factual finding that must be left undisturbed.

The fact that petitioner Victoria failed to sign the written document bearing the terms of the parties' agreement is of no moment. As explicitly held in *Vda. de Reyes v. Court of Appeals*,¹⁷ **an oral partition may be valid and binding upon the heirs; there is no law that requires partition among heirs to be in writing to be valid.**¹⁸

Citing *Hernandez v. Andal*,¹⁹ the Court in the above-mentioned case explained that under Rule 74, Section 1 of the Rules of Court,²⁰ "there is nothing in said section from which it can be inferred that a writing or other formality is an essential requisite to the validity of the partition. Accordingly, an oral partition is valid."²¹ The Court further added that the partition among heirs or renunciation of an inheritance by some of them is not exactly a conveyance of real property because it does not involve transfer of property from one to the other, but rather a confirmation or ratification of title or right of property by the heir renouncing in favor of another heir accepting and

¹⁷ 276 Phil. 706 (1991).

¹⁸ *Id.* at 721.

¹⁹ 78 Phil. 196 (1947).

²⁰ Section 1. *Extrajudicial settlement by agreement between heirs.* — If the decedent left no will and no debts and the heirs are all of age, or the minors are represented by their judicial or legal representatives duly authorized for the purpose, the parties may without securing letters of administration, divide the estate among themselves as they see fit by means of a public instrument filed in the office of the register of deeds, and should they disagree, they may do so in an ordinary action of partition. If there is only one heir, he may adjudicate to himself the entire estate by means of an affidavit filed in the office of the register of deeds. The parties to an extrajudicial settlement, whether by public instrument or by stipulation in a pending action for partition, or the sole heir who adjudicates the entire estate to himself by means of an affidavit shall file, simultaneously with and as a condition precedent to the filing of the public instrument, or stipulation in the action for partition, or of the affidavit in the office of the register of deeds, a bond with the said register of deeds, in an amount equivalent to the value of the personal property involved as certified to under oath by the parties concerned and conditioned upon the payment of any just claim that may be filed under section 4 of this Rule. It shall be presumed that the decedent left no debts if no creditor files a petition for letters of administration within two (2) years after the death of the decedent.

The fact of the extrajudicial settlement or administration shall be published in a newspaper of general circulation in the manner provided in the next succeeding section; but no extrajudicial settlement shall be binding upon any person who has not participated therein or had no notice thereof.

²¹ *Vda. de Reyes v. Court of Appeals*, supra note 17 at 721.



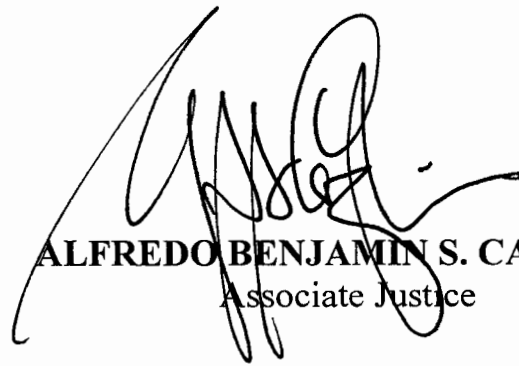
receiving the inheritance. Hence, **an oral partition is not covered by the Statute of Frauds.**²²

Therefore, even if the document titled Compromise Agreement was not signed by petitioner Victoria, there was already an oral partition entered into by the parties that bound all of the siblings. The written agreement only served to reduce into writing for the convenience of the parties the terms of the agreement already entered into during the mediation conferences.

In fact, the Court has likewise previously held that, “independent and in spite of the statute of frauds, **courts of equity have enforced oral partition when it has been completely or partly performed.**”²³ In the instant case, there is no refutation on the part of petitioner Victoria as to respondent Belen’s assertion that the terms of the Compromise Agreement have already been partially performed by the parties.


WHEREFORE, the instant Petition is denied. The Decision dated October 23, 2013 and Resolution dated July 21, 2014 of the Court of Appeals, Thirteenth Division in CA-G.R. CV No. 95692 are hereby **AFFIRMED**.

SO ORDERED.



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


WE CONCUR:

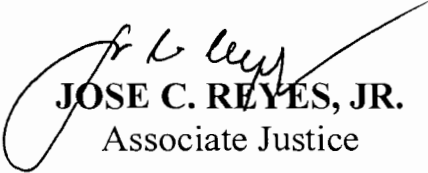


ANTONIO T. CARPIO
Associate Justice
Chairperson

²² Id., citing *Barcelona v. Barcelona*, 100 Phil. 251.(1956).

²³ *Hernandez v. Andal*, 78 Phil. 196, 203 (1947).

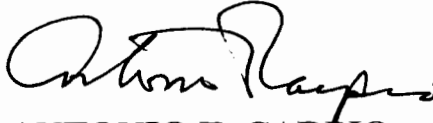

ESTELA M. PERLAS-BERNABE
Associate Justice


JOSE C. REYES, JR.
Associate Justice


AMY C. LAZARO-JAVIER
Associate Justice

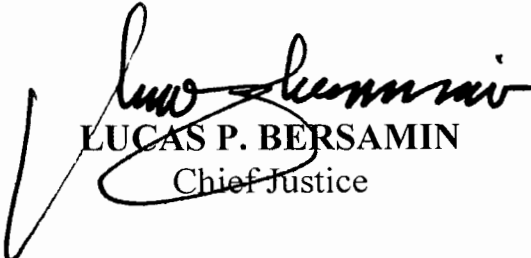
ATTESTATION

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.


ANTONIO T. CARPIO
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.


LUCAS P. BERSAMIN
Chief Justice

