



Republic of the Philippines  
Supreme Court  
Manila

SUPREME COURT OF THE PHILIPPINES  
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FIRST DIVISION

ROGELIA R. GATAN and THE  
HEIRS OF BERNARDINO  
GATAN, namely: RIZALINO  
GATAN AND FERDINAND  
GATAN,

Petitioners,

- versus -

JESUSA VINARAO, and SPOUSES  
MILDRED CABAUTAN and  
NOMAR CABAUTAN,

Respondents.

G.R. No. 205912

Present:

SERENO, *CJ.*,  
Chairperson,  
LEONARDO-DE CASTRO,  
DEL CASTILLO,  
JARDELEZA, and  
TIJAM,\* *JJ.*

Promulgated:

OCT 18 2017

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DECISION

LEONARDO-DE CASTRO, *J.*:

Petitioners Rogelia Gatan (Rogelia) and her sons, Rizalino Gatan (Rizalino) and Ferdinand Gatan (Ferdinand) – the latter two as heirs of Bernardino Gatan (Bernardino), Rogelia’s late husband – filed the present Petition for Review on *Certiorari*, under Rule 45 of the Rules of Court, assailing (a) the Decision<sup>1</sup> dated September 7, 2012 of the Court of Appeals in CA-G.R. CV No. 94340, which affirmed the Decision<sup>2</sup> dated October 1, 2009 of the Regional Trial Court (RTC) of Cabagan, Isabela, Branch 22, dismissing petitioners’ Complaint in Civil Case No. 22-1061; and (b) the Resolution<sup>3</sup> dated February 11, 2013 of the appellate court in the same case denying petitioners’ Motion for Reconsideration.

Petitioners filed before the RTC on January 3, 2007 a Complaint<sup>4</sup> for Nullity of Document and Recovery of Possession with Damages against respondents Jesusa Vinarao (Jesusa) and spouses Nomar and Mildred Cabauatan (spouses Cabauatan), which was docketed as Civil Case No. 22-1061.

\* On official leave.

<sup>1</sup> *Rollo*, pp. 28-37; penned by Associate Justice Jose C. Reyes, Jr. with Associate Justices Mario V. Lopez and Socorro B. Inting concurring.

<sup>2</sup> *Id.* at 77-85; penned by Executive Presiding Judge Felipe Jesus Torio II.

<sup>3</sup> *Id.* at 39.

<sup>4</sup> *Id.* at 40-45.

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Petitioners alleged in their Complaint that Bernardino and his wife, petitioner Rogelia (spouses Gatan), acquired a parcel of land in Casibarang Sur, Cabagan, Isabela, with an area of around 406 square meters (spouses Gatan's property). The said property was surveyed in Bernardino's name under LMB Form No. 23-37-R of the Department of Environment and Natural Resources dated October 26, 1964.<sup>5</sup> Bernardino passed away on March 19, 2000 and was survived by petitioner Rogelia and their seven children, including petitioners Rizalino and Ferdinand.

According to petitioners, sometime in January 2002, respondent spouses Cabauatan asked petitioner Rogelia if they could temporarily erect a house on the spouses Gatan's property. Petitioner Rogelia agreed since respondent Mildred Cabauatan (Mildred) was Bernardino's relative.<sup>6</sup>

Petitioners recounted that more than four years later, or sometime in March 2006, petitioner Rogelia learned of a Deed of Absolute Sale<sup>7</sup> supposedly executed by Bernadino on December 30, 1989 conveying a portion of the spouses Gatan's property, measuring around 245 square meters (subject property), in favor of respondent Mildred's parents, namely, Sostones Vinarao (Sostones) and his wife, respondent Jesusa (spouses Vinarao), for the consideration of ₱4,000.00. Petitioner Rogelia questioned the Deed of Absolute Sale, averring that Bernardino could not have signed the said Deed because he was illiterate; and that the Deed of Absolute Sale lacked her marital consent since it was signed not by her, but by a certain Aurelia Ramos Gatan. Petitioner Rogelia then confronted the spouses Vinarao regarding the falsified Deed of Absolute Sale and demanded that the respondent spouses Cabauatan vacate the subject property.

The parties appeared before the *barangay* to try to settle their dispute amicably, but to no avail. A Certificate to File Action<sup>8</sup> dated April 10, 2006 was issued by the appropriate *barangay* officials to the parties.

Thereafter, petitioners instituted Civil Case No. 22-1061 against respondents<sup>9</sup> before the RTC.

In their Answer<sup>10</sup> to the Complaint, respondents countered that the subject property was previously owned by Pedro Gatan,<sup>11</sup> the father of Bernardino and Carmen Gatan (Carmen). Carmen, the mother and

<sup>5</sup> Id. at 46.

<sup>6</sup> Id. at 49. Respondent Mildred is the daughter of Sostones and respondent Jesusa Vinarao. Respondents admitted that "the father of Bernardino Gatan is the brother of the mother of Sostones Vinarao (deceased), husband of [respondent] Jesusa Vinarao;" thus, Bernardino and Sostones were cousins.

<sup>7</sup> Id. at 55.

<sup>8</sup> Id. at 48.

<sup>9</sup> By then, it appears that Sostones, respondent Jesusa's husband, had already passed away and was no longer named a defendant in Civil Case No. 22-1061.

<sup>10</sup> *Rollo*, pp. 49-53.

<sup>11</sup> Per Tax Declaration No. 1490, id. at 65.

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grandmother of Sostones and respondent Mildred, respectively, had always been in actual possession of the subject property.

While respondents admitted that the spouses Gatan eventually came to own the subject property, respondents asserted that the spouses Gatan sold the subject property to the spouses Vinarao by virtue of the Deed of Absolute Sale dated December 30, 1989, which was notarized by Atty. Alfredo C. Mabbayad (Mabbayad). Soon after, on June 15, 1990, the spouses Vinarao declared the subject property in Sostones' name for real property tax purposes under Tax Declaration (TD) No. 99-06-008-0343-R.<sup>12</sup> Respondents had been paying the real property taxes for the subject property as evidenced by Tax Receipt No. 5285880<sup>13</sup> dated January 11, 1990, Tax Receipt No. 2871484V<sup>14</sup> dated January 26, 2005, and Tax Receipt No. 5667116V<sup>15</sup> dated March 15, 2006.

Respondents denied that they falsified Bernardino's signature on the Deed of Absolute Sale and insisted that Bernardino could write his own name. Respondents also claimed that petitioner Rogelia signed the Deed of Absolute Sale in her real name, which is Aurelia Ramos Gatan.

Respondents further narrated that petitioner Rogelia previously filed a complaint for falsification of public document and use of falsified document against respondents Jesusa and Mildred before the Office of the Provincial Prosecutor in Ilagan, Isabela, docketed as I.S. No. 2006E-637, but said complaint was dismissed in a Resolution<sup>16</sup> dated September 26, 2006 due to lack of probable cause. Likewise, when the parties appeared before the *barangay*, petitioners supposedly demanded that respondents pay an additional ₱50,000.00 for the subject property, but respondents refused because they had already fully paid the consideration for the said property.<sup>17</sup>

Consequently, respondents prayed for the dismissal of petitioners' Complaint in Civil Case No. 22-1061.

After trial on the merits, the RTC rendered a Decision on October 1, 2009, dismissing petitioners' Complaint in Civil Case No. 22-1061. The dispositive portion of the RTC judgment reads:

WHEREFORE, premises considered, judgment is rendered in favor of the [respondents] and against the [petitioners], upholding the validity of the Deed of Absolute Sale, dated December 30, 1989 and

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<sup>12</sup> Id. at 56.

<sup>13</sup> Id. at 61.

<sup>14</sup> Id. at 62.

<sup>15</sup> Id. at 63.

<sup>16</sup> Id. at 58-60; penned by Prosecutor (Pros.) Jersom E. Angog, 4<sup>th</sup> Assistant Provincial Prosecutor, and approved by Pros. Franklin O. Pagurayan, 1<sup>st</sup> Assistant Provincial Prosecutor, Officer-in-Charge, Office of the Provincial Prosecutor, Ilagan, Isabela.

<sup>17</sup> *Rollo*, p. 64.

accordingly dismissing the complaint. The counterclaim is likewise ordered dismissed for lack of evidence to substantiate the same.<sup>18</sup>

Petitioners filed a Notice of Appeal, which was given due course by the RTC in its Order<sup>19</sup> dated October 26, 2009.

Petitioners' appeal before the Court of Appeals was docketed as CA-G.R. CV No. 94340. In its Decision dated September 7, 2012, the Court of Appeals affirmed the RTC Decision. The appellate court denied petitioners' Motion for Reconsideration in its Resolution dated February 11, 2013.

Hence, petitioners filed the instant Petition, raising the sole issue of:

WHETHER THE HONORABLE COURT OF APPEALS ERRED IN AFFIRMING THE TRIAL COURT'S DECISION UPHOLDING THE VALIDITY OF THE SUBJECT DEED OF SALE.<sup>20</sup>

The core of petitioners' argument is that the Deed of Absolute Sale dated December 30, 1989 is void and inexistent absent the spouses Gatan's consent, considering that Bernardino's signature on said Deed was forged and the same Deed lacked petitioner Rogelia's marital consent. Petitioners maintain that Bernardino, who was unschooled, could not have affixed his signature on the Deed of Absolute Sale without the assistance of petitioner Rogelia, who signed for and in behalf of Bernardino whenever the latter's signature was needed. Moreover, petitioner Rogelia disavows giving her marital consent to the sale by affixing her signature on the Deed of Absolute Sale as Aurelia Ramos Gatan. Petitioners also asseverate that Bernardino was never married to one Aurelia Ramos Gatan.

The Petition at bar is without merit.

A cursory reading of the present Petition for Review on *Certiorari* under Rule 45 of the Rules of Court reveals that it is a reiteration of factual issues and arguments raised by petitioners in their appeal, which had already been fully passed upon by the Court of Appeals. Whether or not the signatures of Bernardino and petitioner Rogelia appearing on the Deed of Absolute Sale are forgeries is a question of fact which is beyond this Court's jurisdiction under the present Petition for Review on *Certiorari*. Questions of fact, which would require a re-evaluation of the evidence, are inappropriate under Rule 45 of the Rules of Court. The jurisdiction of the Court under Rule 45, Section 1<sup>21</sup> is limited only to errors of law as the Court is not a trier of facts. While Rule 45, Section 1 is not absolute, none of the

<sup>18</sup> Id. at 84-85.

<sup>19</sup> Records, p. 139.

<sup>20</sup> Rollo, p. 15.

<sup>21</sup> SECTION 1. *Filing of Petition with Supreme Court.* — A party desiring to appeal by *certiorari* from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on *certiorari*. **The petition shall raise only questions of law which must be distinctly set forth.**

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recognized exceptions,<sup>22</sup> which allow the Court to review factual issues, exists in the instant case. The following discussion in *Miro v. Vda. de Erederos*<sup>23</sup> is particularly instructive on this matter:

*Parameters of a judicial review  
under a Rule 45 petition*

*a. Rule 45 petition is limited to questions of law*

Before proceeding to the merits of the case, this Court deems it necessary to emphasize that a petition for review under Rule 45 is limited only to questions of law. Factual questions are not the proper subject of an appeal by *certiorari*. This Court will not review facts, as it is not our function to analyze or weigh all over again evidence already considered in the proceedings below. As held in *Diokno v. Hon. Cacdac*, a re-examination of factual findings is outside the province of a petition for review on *certiorari*, to wit:

It is aphoristic that a re-examination of factual findings cannot be done through a petition for review on *certiorari* under Rule 45 of the Rules of Court because as earlier stated, this Court is not a trier of facts[.] x x x. The Supreme Court is not duty-bound to analyze and weigh again the evidence considered in the proceedings below. This is already outside the province of the instant Petition for *Certiorari*.

There is a question of law when the doubt or difference arises as to what the law is on a certain set of facts; a question of fact, on the other hand, exists when the doubt or difference arises as to the truth or falsehood of the alleged facts. Unless the case falls under any of the recognized exceptions, we are limited solely to the review of legal questions.

*b. Rule 45 petition is limited to errors of the appellate court*

Furthermore, the “errors” which we may review in a petition for review on *certiorari* are those of the CA, and not directly those of the trial court or the quasi-judicial agency, tribunal, or officer which rendered the decision in the first instance. It is imperative that we refrain from conducting further scrutiny of the findings of fact made by trial courts, lest we convert this Court into a trier of facts. As held in *Reman Recio v. Heirs of the Spouses Aguedo and Maria Altamirano, etc., et al.*, our review is limited only to the errors of law committed by the appellate court, to wit:

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<sup>22</sup> The general rule for petitions filed under Rule 45 admits exceptions, to wit: (1) When the conclusion is a finding grounded entirely on speculation, surmises or 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) The findings of the Court of Appeals 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 petitioner’s main and reply briefs are not disputed by the respondents; and (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record. (*Miano v. Manila Electric Co.*, G.R. No. 205035, November 16, 2016.)

<sup>23</sup> 721 Phil. 772, 785-787 (2013).

Under Rule 45 of the Rules of Court, jurisdiction is generally limited to the review of errors of law committed by the appellate court. The Supreme Court is not obliged to review all over again the evidence which the parties adduced in the court *a quo*. Of course, the general rule admits of exceptions, such as where the factual findings of the CA and the trial court are conflicting or contradictory. (Citations omitted.)

At any rate, the Deed of Absolute Sale dated December 30, 1989 is notarized, and it is a well-settled principle that a duly notarized contract enjoys the *prima facie* presumption of authenticity and due execution, as well as the full faith and credence attached to a public instrument. To overturn this legal presumption, evidence must be clear, convincing, and more than merely preponderant to establish that there was forgery that gave rise to a spurious contract.<sup>24</sup>

On proving forgery, the Court expounded in *Gepulle-Garbo v. Garabato*<sup>25</sup> that:

As a rule, forgery cannot be presumed and must be proved by clear, positive and convincing evidence, the burden of proof lies on the party alleging forgery. One who alleges forgery has the burden to establish his case by a preponderance of evidence, or evidence which is of greater weight or more convincing than that which is offered in opposition to it. The fact of forgery can only be established by a comparison between the alleged forged signature and the authentic and genuine signature of the person whose signature is theorized to have been forged. (Citations omitted.)

On one hand, herein petitioners presented petitioner Rogelia's testimony<sup>26</sup> that Bernardino was unschooled; Bernardino had always asked petitioner Rogelia to sign his name for him; Bernardino did not authorize petitioner Rogelia to sign the Deed of Absolute Sale; petitioner Rogelia was not the one who affixed the signature appearing above Bernardino's name in the Deed of Absolute Sale; petitioner Rogelia did not know Aurelia Ramos Gatan whose name and signature appeared in the space for marital consent in the Deed of Absolute Sale; and petitioner Rogelia did not sign in the name of Aurelia Ramos Gatan on the Deed of Absolute Sale. Petitioners also submitted specimens of petitioner Rogelia's signature and Bernardino's name in petitioner Rogelia's handwriting.<sup>27</sup>

On the other hand, respondents called to the witness stand Carlos Vinarao (Carlos),<sup>28</sup> who personally saw Bernardino and petitioner Rogelia sign the Deed of Absolute Sale before Atty. Mabbayad, the notary public;

<sup>24</sup> *Ambray v. Tsourous*, G.R. No. 209264, July 5, 2016, 795 SCRA 627, 641-642.

<sup>25</sup> 750 Phil. 846, 855-856 (2015).

<sup>26</sup> TSN, September 23, 2008 and TSN, September 30, 2008.

<sup>27</sup> Records, p. 91.

<sup>28</sup> TSN, November 10, 2008.

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Nenita Gatan (Nenita),<sup>29</sup> Bernardino's sister, who stated that she knew her brother's wife by both names "Rogelia" and "Aurelia;" and respondent Jesusa,<sup>30</sup> who essentially affirmed in open court the respondents' allegations in their Answer to the Complaint in Civil Case No. 22-1061. Respondents offered as documentary evidence the Deed of Absolute Sale dated December 30, 1989, Tax Declarations covering the subject property in Sostones' name, and Tax Receipts for real property taxes on the subject property in the names of respondents Jesusa or Mildred.

Weighing the evidence submitted by both sides, the RTC ruled in favor of the validity of the Deed of Absolute of Sale. The RTC ratiocinated that:

This court has carefully, studiously and judiciously looked into and assessed the grounds relied (sic) which by [petitioners] towards sustaining their allegation of invalidity of the Deed of Absolute Sale, dated December 30, 1989, and it cannot find any valid reason to agree with the stand of the [petitioners]. For one, Rogelia Gatan's testimony is uncorroborated and is self-serving such that it cannot inspire credence in the light of and viewed against the testimony of Carlos Vinarao, who is clearly an instrumental witness to the execution of the contested document. The bare denial of Rogelia Gatan that her husband Bernardino Gatan signed the Deed of Absolute Sale and her [further] claim that the latter is illiterate and did not sign it as he does not know how to sign his name, to the court's view is a negative evidence which is overwhelmed by the positive assertion of the instrumental witness who himself affixed his signature thereto, that Bernardino Gatan together with his wife Rogelia Gatan both signed the contested Deed of Absolute Sale before the instrumental witness and prior to its signing by the notary public, Atty. Alfredo Mabbayad. It is trite to state in this regard, that jurisprudence recognizes that the authenticity and due execution of a document may be proven by testimonial evidence and on this point, the testimony of Carlos Vinarao is credible and worthy of positive appreciation. The Supreme Court has said:

*"We likewise sustain the trial Court and the Court of Appeals concerning the testimonies of Verma Domingo, Leonora and Jose to the effect that they saw Bruno affixing his signature to the questioned deed. They were un rebutted. Genuineness of a handwriting may be proven, under Rule 132, Section 22, by anyone who actually saw the person write or affix his signature on the document"*

Appropriately, Section 22 of Rule 132 of the Rules of Court states:

*"Section 22. How genuineness of handwriting proved. The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write x x x and had thus acquired knowledge of the handwriting of such person."*

Going by the force of jurisprudence and consonant with the aforecited Rule 132, Section 22, of the Rules of Court, the court considers

<sup>29</sup> TSN, February 3, 2009.

<sup>30</sup> TSN, May 5, 2009.

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the testimonies of Carlos Vinarao, who is an instrumental witness and saw the execution of the contested document, the Deed of Absolute Sale, dated December 30, 1989, to be preponderant vis a vis the testimony of the [petitioner] Rogelia Gatan, to prove the genuineness and due execution [of] the Deed of Sale herein contested by the [petitioners].

But more importantly, and this heavily bears against the [petitioners] and in favor of [respondents], is the proven fact that the Deed of Absolute Sale, dated December 30, 1989, is a duly notarized document. As such, notarized document, the contested Deed of Absolute Sale enjoys the presumption of its genuineness and due execution, which the [petitioners] have failed to rebut. In a plethora of cases, the Supreme Court has repeatedly upheld the validity of notarized documents on the ground of the un rebutted presumption of their genuineness and due execution. x x x

x x x x

In conclusion, the Deed of Absolute Sale dated December 30, 1989 executed by Bernardino Gatan in favor of Sostones Vinarao is valid and binding on the [petitioners] who failed to show convincing and clear proof of its invalidity.<sup>31</sup>

The Court of Appeals subsequently sustained the findings and appreciation of evidence by the RTC, thus:

The pivotal issue in this case revolves on the validity of the Deed of Absolute Sale.

It is a hornbook doctrine that the findings of fact of the trial court are entitled to great weight on appeal and should not be disturbed except for strong and valid reasons, because the trial court is in a better position to examine the demeanor of the witnesses while testifying (*Tayco vs. Heirs of Concepcion Tayco-Flores*, 637 SCRA 742, 750 [2010]). We see no such reason to deviate from the findings of the RTC in this case.

It bears to stress that the questioned Deed of Absolute Sale is one that was acknowledged before a Notary Public. It is well-settled that a document acknowledged before a Notary Public is a public document that enjoys the presumption of regularity. It is a *prima facie* evidence of the truth of the facts stated therein and a conclusive presumption of its existence and due execution. (*Ocampo vs. Land Bank of the Philippines*, 591 SCRA 562, 571 [2009]). Otherwise stated, public or notarial documents, or those instruments duly acknowledged or proved and certified as provided by law, may be presented in evidence without further proof, the certificate of acknowledgment being *prima facie* evidence of the execution of the instrument or document involved (*Alfacero vs. Sevilla*, 411 SCRA 387, 393 [2003]). In order to contradict the presumption of regularity of a public document, evidence must be clear, convincing, and more than merely preponderant (*ibid.*). In the case at bar, [petitioners] failed to present evidence to overcome the presumptive authenticity and due execution of the said Deed of Absolute Sale.

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<sup>31</sup> Rollo, pp. 81-83.



[Petitioner] Rogelia Gatan claimed that the signature of her husband in the questioned Deed of Absolute Sale is forged. She maintained that the signature of the purported vendor appearing in the Deed of Absolute Sale cannot possibly belong to Bernardino Gatan for the reason that the latter is unschooled, unlettered and cannot write.

As a general rule, forgery cannot be presumed and must be proved by clear, positive and convincing evidence (*Bautista vs. Court of Appeals*, 436 SCRA 141, 146 [2004]). The burden of proof lies on the party alleging forgery (*ibid.*). Hence, it was incumbent upon [petitioners] to prove the fact of forgery and the inability of Bernardino Gatan to sign his name. [Petitioners], in this case failed to present any other clear and convincing evidence to substantiate their bare allegations. Then again, bare allegations, unsubstantiated by evidence, are not equivalent to proof (*Domingo vs. Robles*, 453 SCRA 812, 818 [2005]).

Neither did [petitioner] Rogelia Gatan sufficiently prove that her signature appearing on the Deed was likewise forged. She merely dwelt on her argument that she was not Aurelia Gatan but nothing was presented to substantiate her allegation that the signature therein was not hers. She did not even present corroborating witnesses much less an independent expert witness who could declare with authority and objectivity that the questioned signatures are forged. As held by the Supreme Court:

“x x x he who disavows the authenticity of his signature on a public document bears the responsibility to present evidence to that effect. Mere disclaimer is not sufficient. At the very least, he should present corroborating witnesses to prove his assertion. At best, he should present an expert witness (*Pan Pacific Industrial Sals Co., Inc. vs. Court of Appeals*, 482 SCRA 164, 176 [2006])

At most, according to the RTC, the assertion made by [petitioners] that the signatures therein are not of Bernardino Gatan's nor hers is a bare denial that cannot prevail over the direct evidence of [respondents'] witness who testified affirmatively that he was physically present at the signing of the deed and who had personal knowledge thereof. Indeed, We affirm the credence accorded by the RTC on the testimony of [respondents'] witness, Carlos Vinarao who acted as the instrumental witness in the execution of the questioned Deed of Absolute Sale. He testified that during the execution of the said document, he was with the seller, Bernardino Gatan, his wife Aurelia Gatan and the buyer, Sostones Vinarao and he personally witnessed all the said parties affix their signatures before Notary Public Atty. Alfredo Mabbayad (See: TSN dated November 10, 2008, pp. 10-11.) [Section] 22 of Rule 132 of the Rules of Court provides:

Section 22. *How genuineness of handwriting proved.* — The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by

the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

As records would show, Carlos Vinarao, the instrumental witness to the Deed of Absolute Sale has testified in open court, confirming the authenticity and due execution of the Deed of Absolute Sale. Having been physically present to see the seller Bernardino Gatan, his wife Aurelia Gatan and the buyer Sostones Vinarao affix their signatures on the document, the weight of evidence preponderates in favor of [respondents].

Considering the validity of the subject Deed of Absolute Sale, all parties, including their respective heirs, are directed to comply with the terms and conditions set forth therein.<sup>32</sup>

The aforequoted findings of fact of the RTC, affirmed by the Court of Appeals, are binding and conclusive upon this Court.

The Court has always accorded great weight and respect to the findings of fact of trial courts, especially in their assessment of the credibility of witnesses. In this case, the RTC gave much credence to Carlos's testimony, and there is no cogent reason for the Court to disturb the same. As the Court pronounced in *People v. Regaspi*<sup>33</sup>:

When it comes to credibility, the trial court's assessment deserves great weight, and is even conclusive and binding, unless the same is tainted with arbitrariness or oversight of some fact or circumstance of weight and influence. Since it had the full opportunity to observe directly the deportment and the manner of testifying of the witnesses before it, the trial court is in a better position than the appellate court to properly evaluate testimonial evidence. The rule finds an even more stringent application where the CA sustained said findings, as in this case. (Citations omitted.)

In *Bank of the Philippine Islands v. Leobrera*,<sup>34</sup> the Court further stressed that:

Indeed, it is settled that when the factual findings of the trial court are confirmed by the Court of Appeals, said facts are final and conclusive on this Court, unless the same are not supported by the evidence on record.

x x x findings of fact of the trial court, when affirmed by the Court of Appeals, are binding upon the Supreme Court. This rule may be disregarded only when the findings of fact of the Court of Appeals are contrary to the findings and conclusions of the trial court, or are not supported by the evidence on record. But there is no ground to apply this exception to the instant case. This Court will not assess all over again the evidence adduced by the parties particularly where as in this case the findings

<sup>32</sup> Id. at 33-36.

<sup>33</sup> 768 Phil. 593, 598 (2015).

<sup>34</sup> 461 Phil. 461, 469 (2003).

of both the trial court and the Court of Appeals completely coincide.


As a last note, the Court states its observations as regards the signatures of Bernardino (Exhibit "B-1") and Aurelia Ramos Gatan (Exhibit "B-2") on the Deed of Absolute Sale as compared to the specimen signatures of Bernardino (Exhibit "B-4") and petitioner Rogelia (Exhibit "B-3") submitted by petitioners, since the RTC and the Court of Appeals did not elaborate on the same. While there are marked differences between Bernardino's signature on the Deed and the specimen signature submitted by petitioners, these do not necessarily prove that Bernardino's signature on the Deed is a forgery. The differences are explainable by the fact that Bernardino's signature on the Deed was affixed by Bernardino himself, as witnessed by Carlos; while the specimen signature submitted by petitioners was Bernardino's name in petitioner Rogelia's handwriting. As for the signatures of Aurelia Ramos Gatan and petitioner Rogelia, visual comparison reveals that they actually look similar, especially the way the surname "Gatan" is written. Two of respondents' witnesses, Nenita and respondent Jesusa, testified that they know petitioner Rogelia, Bernardino's wife, also by the name "Aurelia." Therefore, even taking into consideration the submitted specimen signatures, petitioners still failed to present clear, positive, convincing, and more than preponderant evidence to overcome the presumption of authenticity and due execution of the notarized Deed of Absolute Sale and to prove that the signatures of Bernardino and his wife appearing on said Deed are forgeries.

**WHEREFORE**, premises considered, the instant Petition for Review on *Certiorari* is **DENIED** for lack of merit. The Decision dated September 7, 2012 and Resolution dated February 11, 2013 of the Court of Appeals in CA-G.R. CV No. 94340 are **AFFIRMED**.

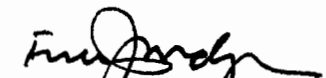
**SO ORDERED.**

  
**TERESITA J. LEONARDO-DE CASTRO**  
Associate Justice

WE CONCUR:

  
**MARIA LOURDES P. A. SERENO**  
Chief Justice  
Chairperson


  
**MARIANO C. DEL CASTILLO**  
Associate Justice

  
**FRANCIS H. JARDELEZA**  
Associate Justice

On official leave  
**NOEL GIMENEZ TIJAM**  
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