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Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

PERLITA MABALO,
Petitioner,

G.R. No. 238468

Present:

-versus -

LEONEN, J., Chairperson,
LAZARO-JAVIER,
LOPEZ, M.V.,
LOPEZ, J.Y., and
KHO, JJ.

HEIRS OF ROMAN BABUYO,
represented by **VIRGILIO L. BABUYO,**
Respondents.

Promulgated:
JUL 06 2022

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DECISION

LOPEZ, J., J.:

Before this Court is a Petition for Review on *Certiorari*¹ filed by Perlita Mabalo (*Mabalo*) against the heirs of Roman Babuyo (*Roman*), seeking to reverse the Decision² dated March 15, 2018 of the Court of Appeals (*CA*) in CA-G.R. SP No. 07450-MIN, that upheld the Resolution³ dated May 6, 2016 of Branch 20, Regional Trial Court of Cagayan De Oro City (*RTC*), and the Decision⁴ dated February 24, 2015 of the 4th Municipal Circuit Trial Court of Balingasag-Lagonglong (*MCTC*), in Civil Case No. 04-2014. These decisions ordered Perlita Mabalo to: a) vacate the portion of land she bought from one Segundina Babuyo Fernandez covered by Original Certificate of Title (*OCT*) No. P-10402, Free Patent No. 575915, b) remove the improvements she introduced thereon, and c) pay rentals to the Heirs of Roman until she vacates the portion she occupied, among others, considering the fact that the parties remain co-owners of the land in dispute.

¹ Rollo, pp. 9-17.
² Penned by Associate Justice Edgardo A. Camello with Associate Justices Perpetua T. Atal-Paño and Walter S. Ong, concurring; *id.* at 18-25.
³ Penned by Acting Presiding Judge Gil G. Bollozos; *id.* at 26-29.
⁴ Penned by Judge Romualdo L. Banan; *id.* at 30-45.

During his lifetime, Roman owned a 5,599-square-meter parcel of land located in Kauswagan, Lagonglong, Misamis Oriental (*subject lot*),⁵ particularly described as follows:

A parcel of land, Lot 943-Cad-361-D, covered under Original Certificate of Title No. P-10402, Free Patent No. 575915 with an area of 5,599 square meters bounded on the West, along line 1-2 by Lot 946, Cad 361-D; on the North, along lines 2-3-4 by a road, on the East, along line 5-6 by Lot 932, Cad-361-D; and on the Southwest, along lines 6-7-1 by Lot 945, Cad-361-D.⁶

When Roman died, his children, namely: 1) Permitiva Babuyo Tumampos, 2) Felimon Mabilen Babuyo, 3) Rosita Babuyo Encornal, 4) Pasencia Babuyo Jumoc, 5) Rita Mabilen Babuyo, 6) Agripino Mabilen Babuyo, 7) Zuela Babuyo Lig-ang, 8) Lapas Babuyo Dao-ao, and 9) Victorino Mabilen Babuyo (*heirs of Roman*),⁷ took physical possession⁸ and introduced improvements on the subject lot.⁹ As of date, the subject lot remains undivided among them.¹⁰

Later on, the children of Roman discovered their father had another heir named Rufino Babuyo (*Rufino*), who had begotten a daughter named Segundina Taranza Baboyo (*Segundina*).¹¹ Segundina claimed that she inherited a portion of the subject lot comprised of 3,664 square meters from her father Rufino,¹² and later on sold a portion thereof consisting of 364 square meters to Mabalo on June 2, 2014.¹³

On June 3, 2014, the heirs of Roman hired laborers to trim the branches of a tree planted on the subject lot, but Mabalo arrived and ordered them to desist from further work.¹⁴ Thereafter, she constructed a fence on this section with a sign that says, "*No Trespassing Private Property.*" Mabalo also caused the demolition of two houses and pruned the plants growing on the subject lot.¹⁵

Infuriated, the heirs of Roman demanded Mabalo to vacate the subject lot,¹⁶ but she refused, which compelled them to file a complaint for forcible entry against her¹⁷ on July 10, 2014.¹⁸

⁵ *Id.* at 33.
⁶ *Id.*
⁷ *Id.* at 32.
⁸ *Id.* at 33.
⁹ *Id.* at 34.
¹⁰ *Id.* at 40.
¹¹ *Id.* at 35-36.
¹² *Id.* at 110.
¹³ *Id.* at 35.
¹⁴ *Id.* at 34.
¹⁵ *Id.* at 34-35.
¹⁶ *Id.* at 34.
¹⁷ *Id.* at 30.
¹⁸ *Id.* at 128.

After due proceedings, the MCTC rendered its Decision¹⁹ dated February 24, 2015, and held that the heirs of Roman have established all the requisites for a complaint of forcible entry to prosper.²⁰ *For one*, they proved their prior physical possession of the subject lot; and *for another*, Mabalo deprived them of its use, by means of force, intimidation, and threat as manifested in the following circumstances: a) Mabalo constructed a fence over a portion of the subject lot; and b) she caused the demolition of the two houses built thereon.²¹

The MCTC opined that the portion that Mabalo bought from Segundina had yet to be partitioned, which made her a co-owner of the entire 5,599-square meter subject lot.²² She took the law into her own hands when she entered the subject lot and deprived the heirs of Roman of its use.²³ The dispositive portion of the MCTC Decision states:

WHEREFORE, by a preponderance of evidence, a judgment is hereby rendered in favor of the plaintiffs represented by their attorney-in-fact Virgilio Babuyo and against defendant Perlita Mabalo ordering said defendant:

- 1) And all persons claiming rights under her to immediately vacate the portion of the land owned by the Heirs of Roman Babuyo she bought from Segundina Baboyo Fernandez which land is covered by Original Certificate of Title No. P-10402, Free Patent No. 575915 and to remove the improvements she introduced thereon;
- 2) To pay the plaintiff the sum of ₱ 5,000.00 as attorney's fees
- 3) To pay rental equivalent to ₱ 300.00 per month from June 03, 2014 until the portion occupied by her is surrendered to the plaintiffs
- 4) And ordering the dismissal of defendant's counter-claim for lack of merit

Cost against the defendant.

SO ORDERED.²⁴

Not satisfied, Mabalo appealed to the RTC.²⁵

In a Resolution²⁶ dated May 6, 2016, the RTC affirmed the ruling of the MCTC as it also found that all the requisites of forcible entry were duly established. In this regard, the RTC underscored that Mabalo was not in

¹⁹ *Id.* at 30-45.

²⁰ *Id.* at 42.

²¹ *Id.* at 34.

²² *Id.* at 40.

²³ *Id.* at 43.

²⁴ *Id.*

²⁵ *Id.* at 26.

²⁶ *Id.* at 26-29.

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physical possession of the subject lot prior to its sale since her right to possess the same commenced only when it was sold to her on June 2, 2014.²⁷

Undaunted, Mabalo brought the case *via* a petition for review before the CA.²⁸

The CA, in its Decision²⁹ dated March 15, 2018, affirmed the RTC Resolution and ruled that the subject lot remains undivided and co-owned by the parties.³⁰ For this reason, what was sold to Mabalo was only Segundina's *pro indiviso* rights as a co-owner, nothing more.³¹

The CA held that under the rules on co-ownership, a co-owner has full ownership of their part and of the fruits and benefits pertaining thereto, and they may alienate, assign, or mortgage it, and even substitute another person in its enjoyment, but the effect of alienation with respect to the co-owners shall be limited to the portion that may be allotted to them in the division upon the termination of the co-ownership.³²

Displeased, Mabalo elevated the case before this Court by way of a Petition for Review on *Certiorari*.³³

Issue

This Court is tasked to resolve whether the CA erred in affirming the decision of the trial courts, which held petitioner liable for forcible entry and ordered her to vacate and pay rentals to respondents for entering the subject lot.

Petitioner contends that respondents failed to prove the requisites for a complaint for forcible entry to prosper, as borne by the following observations: *first*, the official receipts of the realty taxes paid by Segundina established that she was in actual physical possession of the 364-square meter subject lot prior to its sale;³⁴ *second*, some of the co-heirs have already sold portion of their shares;³⁵ and *third*, her entry into the property was not by means of force, intimidation, stealth, or threat, as she did so in the valid exercise of her right as an owner of the subject lot.³⁶

²⁷ *Id.* at 29.

²⁸ *Id.* at 18.

²⁹ *Id.* at 18-25.

³⁰ *Id.* at 23.

³¹ *Id.* at 24.

³² *Id.*

³³ *Id.* at 9-17.

³⁴ *Id.* at 14.

³⁵ *Id.* at 14-15.

³⁶ *Id.* at 15.

Meanwhile, respondents refuted the contentions aforesaid in this manner: *first*, petitioner categorically admitted that she is not in possession of the subject lot prior to June 3, 2014³⁷; *second*, respondents have been in prior physical possession of the subject lot³⁸; and *lastly*, when petitioner entered the subject lot and excluded them from its use, her act already amounted to the execution of “force” as contemplated by law and pertinent jurisprudence.³⁹

Essentially, the issue hinges on the question: “Can a co-owner evict another co-owner from the property held in common through an action for ejectment?”

Our Ruling

The petition is bereft of merit.

Our laws on succession provide that “where there are two or more heirs, the whole estate of the decedent is, before partition, owned in common by such heirs.”⁴⁰ In other words, “even before the property is judicially partitioned, the heirs are already deemed co-owners of the property,”⁴¹ since their rights of succession are transmitted upon the death of the decedent.⁴²

Foremost, the respondents filed an action for forcible entry against petitioner to eject her from the subject lot, the resolution of which “relates to the physical or material possession of the property involved”⁴³ which is a “factual [matter]...beyond the ambit of a petition for review on *certiorari*.”⁴⁴ Well-settled is the rule that this Court is “not a trier of facts and do not normally undertake the re-examination of the evidence presented by the contending parties during the trial of the case,”⁴⁵ especially where “the trial court’s factual findings are adopted and affirmed by the CA as in the present case.”⁴⁶ Further to this point, this Court is mindful that the CA, RTC, and MCTC uniformly held that the subject lot remains undivided and co-owned by the parties. Thus, there is no reason to depart from the conclusion of the CA, affirming those of the trial courts that the subject lot remains co-owned by the parties.

³⁷ *Id.* at 127.

³⁸ *Id.*

³⁹ *Id.* at 127-128.

⁴⁰ CIVIL CODE, Book III, Title IV, Art. 1078.

⁴¹ *Treyes v. Larlar*, G.R. No. 232579, September 8, 2020.

⁴² CIVIL CODE, Book III, Title IV, Art. 777.

⁴³ *Esperal v. Trompeta-Esperal*, G.R. No. 229076, September 16, 2020.

⁴⁴ *Balmaceda v. Bases Conversion and Development Authority*, G.R. No. 238712, (Resolution), May 12, 2021.

⁴⁵ *Clemente v. Court of Appeals, et al.*, 771 Phil. 113, 121 (2015).

⁴⁶ *Id.*

②

To address the main issue, this Court deems it imperative to illuminate on some rules governing co-ownership.

I. *A co-owner has absolute ownership over their pro-indiviso share in the co-owned property, which they may sell in favor of another person.*⁴⁷ Upon conveyance, the vendee steps into the shoes of the vendor as co-owner and acquires the latter's right over the property.⁴⁸

The rights of a co-owner are specified in the following provisions of the Civil Code:

Art. 486. Each co-owner may use the thing owned in common, provided he does so in accordance with the purpose for which it is intended and in such a way as not to injure the interest of the co-ownership or prevent the other co-owners from using it according to their rights. The purpose of the co-ownership may be changed by agreement, express or implied.

Art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or mortgage, with respect to the co-owners, shall be limited to the portion which may be allotted to him in the division upon the termination of the co-ownership.

In a co-ownership, “a co-owner is an owner of the whole and over the whole he [or she] exercises the right of dominion, but he [or she] is at the same time the owner of a portion which is truly abstract.”⁴⁹ “The undivided interest of a co-owner is also referred to as the ideal or abstract quota or proportionate share.”⁵⁰ Concerning this undivided interest, the law made it certain that a co-owner/ vendor’s undivided interest could properly be the object of the contract of sale between the parties.⁵¹ Clearly, the right of the heirs to alienate their aliquot portion of the inheritance “is recognized by no less than the Civil Code.”⁵²

To clarify, what the co-owners may sell prior to partition are their ideal shares, not a definite portion of the co-owned property, owing to the fact that

⁴⁷ *Torres, Jr., et al. v. Lapinid, et al.*, 748 Phil. 587, 594 (2014).

⁴⁸ *Bulalacao-Soriano v. Papina*, 793 Phil. 801, 812 (2016).

⁴⁹ *Supra* note 47. Citations omitted.

⁵⁰ *Spouses Rol v. Racho*, G.R. No. 246096, January 13, 2021. (Citations omitted).

⁵¹ *Spouses Inalvez v. Nool, et al.*, 784 Phil. 653 (2016). (Citations omitted).

⁵² *Heirs of Morales v. Agustin*, 832 Phil. 795, 812 (2018). (Citations omitted).

their respective shares are yet to be determined.⁵³ In *Cabrera v. Ysaac*,⁵⁴ this Court stressed that “[s]ale of a portion of the property is considered an alteration of the thing owned in common because [t]he co-owner is already marking which portion should redound to [their] autonomous ownership upon future partition.” Under the law, “such disposition requires the unanimous consent of the other co-owners.”⁵⁵

On the other hand, “the rules also allow a co-owner to alienate [their] part in the co-ownership.”⁵⁶ To harmonize these precepts, in *Cabrera*, this Court construed them to mean, that “[i]f the alienation precedes the partition, the co-owner cannot sell a definite portion of the land without consent from [their] co-owners. [They] could only sell the undivided interest of the co-owned property.”⁵⁷ This was illustrated by this Court in this wise:

To illustrate, if a ten-hectare property is owned equally by ten co-owners, the undivided interest of a co-owner is one hectare. The definite portion of that interest is usually determined during judicial or extrajudicial partition. After partition, a definite portion of the property held in common is allocated to a specific co-owner. The co-ownership is dissolved and, in effect, each of the former co-owners is free to exercise autonomously the rights attached to [their] ownership over the definite portion of the land. It is crucial that the co-owners agree to which portion of the land goes to whom.⁵⁸

All told, “[b]efore the partition of a land or thing held in common, no individual or co-owner can claim title to any definite portion thereof.”⁵⁹

In the present case, however, the object of the sale is a definite portion of the subject lot.

In *Ulay v. Bustamante*,⁶⁰ this Court recognized that, “a sale of a specific portion of an unpartitioned co-owned property may nonetheless hold albeit in a limited extent.”⁶¹ The reason for this rule is anchored on the principle of estoppel, which “bars the disposing co-owner from disavowing the sale to the full extent of [their] undivided or *pro-indiviso* share or part in the co-ownership.”⁶² “It must be stressed that the binding force of a contract must be recognized as far as it is legally possible to do so.”⁶³ This Court thus explained:

⁵³ *Supra* note 47. (Citations omitted).

⁵⁴ 747 Phil. 187 (2014).

⁵⁵ *Id.* at 206.

⁵⁶ *Id.*

⁵⁷ *Id.* (Citations omitted).

⁵⁸ *Id.* at 207.

⁵⁹ *Spouses Inalvez v. Nool*, *supra* note 51 at 663. (Citations omitted).

⁶⁰ G.R. Nos. 231721 & 231722, March 18, 2021.

⁶¹ *Id.*

⁶² *Id.* (Citations omitted).

⁶³ *Uy v. Estate of Vipa Fernandez*, 808 Phil. 470, 485 (2017). (Citations omitted).

While Article 493 of the Civil Code may not squarely cover the situations wherein a co-owner, without the consent of the other co-owners, alienate, assign or mortgage: (1) the entire co-owned property; (2) a specific portion of the co-owned property; (3) an undivided portion less than the part pertaining to the disposing co-owner; and (4) an undivided portion more than the part pertaining to the disposing co-owner, the principle of estoppel bars the disposing co-owner from disavowing the sale to the full extent of his undivided or [pro-indiviso] share or part in the co-ownership, subject to the outcome of the partition, which, using the terminology of Article 493, limits the effect of the alienation or mortgage to the portion that may be allotted to him in the division upon termination of the co-ownership. Under Article 1431 of the Civil Code, “[t]hrough estoppel an admission or representation is rendered conclusive upon the person making it, and cannot be denied or disproved as against the person relying thereon.”⁶⁴

From the foregoing disquisitions, it can be understood that when a co-owner sells a specific portion of the common property before its partition, the sale remains valid, but is effective only to the extent of the share or interest of the co-owner therein pursuant to Article 493 of the Civil Code.⁶⁵ As a result, the sale affected only the co-owner’s undivided share and the transferee gets only what would correspond to the grantor in the partition of the thing owned in common.⁶⁶ Tersely put, what will be affected by the sale is only the co-owner’s proportionate share, subject to the results of the partition.⁶⁷

In this accord, in *Bulalacao-Soriano v. Papina*,⁶⁸ this Court ruled that the buyer of an undivided share becomes a co-owner at the time the sale was made in [their] favor. As a consequence, the vendee steps into the shoes of the vendor as a co-owner “and acquires the latter’s right over the property, including the right to enter into a partition agreement, by virtue of the consummated sale.”⁶⁹

The subject lot originally formed part of the estate of the late Roman Babuyo, which Segundina’s father, Rufino, along with respondents, inherited when the former passed away. When Rufino died, Segundina inherited Rufino’s share in the subject lot. As of date, the subject lot remained undivided among them.⁷⁰ Nonetheless, “[e]ven if an heir’s right in the estate of the decedent has not yet been fully settled and partitioned and is thus merely inchoate, Article 493 of the Civil Code gives the heir the right to exercise acts of ownership.”⁷¹

Conformably with the foregoing, Segundina had the right to freely sell her undivided interest to petitioner. While the sale between them covered a

⁶⁴ *Ulay v. Bustamante*, *supra* note 60.

⁶⁵ *Heirs of Caburnay v. Heirs of Sison*, G.R. No. 230934, December 2, 2020.

⁶⁶ *Spouses Inalvez v. Nool*, *supra* note 51. (Citations omitted).

⁶⁷ *Torres Jr. v. Lapinid*, *supra* note 47 at 595.

⁶⁸ *Supra* note 48. (Citations omitted).

⁶⁹ *Id.*

⁷⁰ *Rollo*, p. 40.

⁷¹ *Quijano v. Atty. Amante*, 745 Phil. 40, 49 (2014). (Citations omitted).

specific area of the subject lot purportedly pertaining to Segundina, the sale remains effective to the extent that it only transferred her *pro-indiviso* share to petitioner. Accordingly, petitioner, as the buyer, stepped into Segundina's shoes and made her a co-owner of the subject lot until it is partitioned.

II. *Co-owners have joint ownership of the common property where they derive their right to possess the same as trustees for each other.*

It should be borne in mind that in a co-ownership, the undivided thing or right belongs to different persons, with each of them holding the property *pro indiviso* and exercising their rights over the whole property.⁷²

As joint owners, a fundamental right, that co-owners may exercise over the common property is their right of possession, “[p]ossession being a recognized essential attribute of ownership.”⁷³ This enables them to “exercise the other attendant rights of ownership,”⁷⁴ such as the right to use and enjoy the property. Certainly, a right to the possession of the property flows from the ownership thereof.⁷⁵

To reinforce this point, in *Heirs of Feliciano Yambao v. Heirs of Hermogenes Yambao*,⁷⁶ this Court held that “a co-owner is, after all, entitled to possession of the property.” In *Romero v. Singson*,⁷⁷ it was declared that co-owners may “exercise all attributes of ownership over [the subject property], including possession whether *de facto* or *de jure*.” Needless to say, the basis of a co-owner's right to possession is their ownership of the common property.

In keeping with this principle, in *Heirs of Salamat v. Tamayo*,⁷⁸ this Court enunciated that the nature of possession of a co-owner with respect to the common property is *akin* to that of a trustee:

A co-ownership is a form of a trust, with each owner being a trustee for each other and possession of a co-owner shall not be regarded as adverse to other co-owners but in fact is beneficial to them. Mere actual possession by one will not give rise to the inference that the possession was adverse because a co-owner is, after all, entitled to possession of the property.⁷⁹

⁷² *Anzures v. Sps. Ventanilla*, 835 Phil. 946, 963 (2018).

⁷³ *Darcen, et al. v. V.R. Gonzales Credit Enterprises, Inc.*, 708 Phil. 197, 206 (2013).

⁷⁴ *Heirs of Peñaflores v. Heirs of Dela Cruz*, 816 Phil. 324, 335 (2017).

⁷⁵ *Madayag v. Madayag*, G.R. No. 217576, January 20, 2020.

⁷⁶ 784 Phil. 538, 546 (2016).

⁷⁷ 765 Phil. 515, 532 (2015).

⁷⁸ 358 Phil. 797 (1998).

⁷⁹ *Id.* at 803-804. (Citations omitted).

In a similar vein, in *Sanchez v. Court of Appeals*,⁸⁰ this Court underscored that the relationship among co-owners is fiduciary in character, that each co-owner becomes a trustee for the other co-owners:

In co-ownership, the relationship of such co-owner to the other co-owners is fiduciary in character and attribute. Whether established by law or by agreement of the co-owners, the property or thing held *pro-indiviso* is impressed with a fiducial nature so that each co-owner becomes a trustee for the benefit of [their] co-owners and [they] may not do any act prejudicial to the interest of [their] co-owners.

Thus, the legal effect of an agreement to preserve the properties in co-ownership is to create an express trust among the heirs as co-owners of the properties. Co-ownership is a form of trust and every co-owner is a trustee for the others.⁸¹

Along this line, in *Torres, Jr. v. Lapinid*,⁸² this Court explained the right and limitation of a co-owner to possess the common property as a consequence of joint ownership:

x x x Each co-owner of property held *pro indiviso* exercises [their] rights over the whole property and may use and enjoy the same with no other limitation than that [they] shall not injure the interests of [their] co-owners, the reason being that until a division is made, the respective share of each cannot be determined and every co-owner exercises, together with [their] co-participants joint ownership over the *pro indiviso* property, in addition to [their] use and enjoyment of the same.⁸³

Generally, the law⁸⁴ allows the owner of a thing to exclude any person from the enjoyment thereof. However, in the case of co-owners, “[t]he right of enjoyment by each co-owner is limited by a similar right of the other co-owners.”⁸⁵ For this reason, neither of the parties can assert exclusive ownership and possession of the [common property] prior to any partition.⁸⁶ “Following the inherent and peculiar features of co-ownership,”⁸⁷ a co-owner cannot devote common property to their exclusive use to the prejudice of the co-ownership.⁸⁸ This rule stems from the recognition that “[d]uring the period of co-ownership, a co-owner’s possession of [their] share is linked to the possession of the other co-owners.”⁸⁹

In the same manner, petitioner has an equal right to possess the subject lot as the respondents because she became a co-owner after having bought

⁸⁰ 452 Phil. 665 (2003).

⁸¹ *Id.* at 676.

⁸² *Supra* note 47. (Citations omitted).

⁸³ *Id.* at 598.

⁸⁴ CIVIL CODE, Book II, Title V, Art. 429.

⁸⁵ *De Guia v. Court of Appeals*, 459 Phil. 447, 465 (2003).

⁸⁶ *Anzures v. Spouses Ventanilla*, *supra* note 72.

⁸⁷ *De Guia v. Court of Appeals*, *supra* note 85 at 463.

⁸⁸ *Id.* at 463-464.

⁸⁹ *Sps. Rosario v. GSIS*, G.R. No. 200991, March 18, 2021.

Segundina's *pro-indiviso* share in the said property. Nonetheless, as a co-owner, her right of possession comes with a concomitant obligation to respect her co-owners' rights to use and enjoy the common property.

With these considerations in mind, this Court will now tackle whether petitioner can be ejected from the co-owned property.

III. *Article 487 of the Civil Code allows any co-owner to file an ejectment suit not only against a third person, but also against another co-owner who takes exclusive possession and asserts exclusive ownership of the property, to compel them to recognize the co-ownership. However, in such case, the plaintiff can neither exclude the defendant nor recover a determinate part of the property because as a co-owner, the defendant also has a right to possess the same.*⁹⁰

Article 487 of the Civil Code states that any one of the co-owners may bring an action in ejectment. An ejectment case is a summary proceeding designed to provide expeditious means to protect the actual possession or the right to possession of the property involved.⁹¹ The law allows anyone of the co-owners of an immovable property to bring an action for ejectment without joining the other co-owners, because the suit is already deemed instituted for the benefit of all.⁹² Co-owners "all have common interests, and their rights and liabilities are identical and so interwoven and dependent as to be inseparable"⁹³ that any act that might harm or prejudice them should not be sanctioned.

An ejectment suit can either be one for forcible entry or unlawful detainer.⁹⁴ In case of forcible entry, the possession is unlawful at the inception because it is "made against the will or without the consent of the former possessor."⁹⁵ By contrast, in unlawful detainer, the possession is initially

⁹⁰ *De Guia v. Court of Appeals*, *supra* note 84 at 462.

⁹¹ *Id.*

⁹² *Clemente v. Republic*, G.R. No. 220008, February 20, 2019, citing *Spouses Mendoza v. Coronel*, 517 Phil. 549, 553 (2006).

⁹³ *Romero v. Singson*, *supra* note 77 at 534.

⁹⁴ *Id.*

⁹⁵ *Philippine Long Distance Telephone Co. v. Citi Appliance M.C. Corp.*, G.R. No. 214546, October 9, 2019. (Citations omitted).

lawful but becomes illegal “upon the expiration of one's right to possess the property after, for instance, the termination or violation of a lease contract.”⁹⁶

In this case, the respondents sued petitioner for forcible entry. Jurisprudence provides that the following conditions should be established for a forcible entry suit to prosper: (a) that the plaintiffs “have prior physical possession of the property; (b) that they were deprived of possession either by force, intimidation, threat, strategy, or stealth; and (c) that the action was filed within one year from the time the owners or legal possessors learned of their deprivation of the physical possession of the property.”⁹⁷

In *Rhema International Livelihood Foundation, Inc. v. Hibix, Inc.*,⁹⁸ this Court expounded on the rationale behind a forcible entry suit in this manner:

It must be stated that the purpose of an action for forcible entry is that, regardless of the actual condition of the title to the property, the party in peaceable quiet possession shall not be turned out by strong hand, violence or terror. In affording this remedy of restitution, the object of the statute is to prevent breaches of the peace and criminal disorder which would ensue from the withdrawal of the remedy, and the reasonable hope such withdrawal would create that some advantage must accrue to those persons who, believing themselves entitled to the possession of property, resort to force to gain possession rather than to some appropriate action in the courts to assert their claims. This is the philosophy at the foundation of all these actions of forcible entry and detainer which are designed to compel the [parties] out of possession to respect and resort to the law alone to obtain what [they claim are theirs].⁹⁹

An ejectment case is founded on the principle that while “[o]wnership certainly carries the right of possession,”¹⁰⁰ “the owner cannot simply wrest possession thereof from whoever is in actual occupation of the property,”¹⁰¹ because the right of a party who is in prior physical possession to remain in peaceable quiet possession should be respected. For this reason, the owners cannot “take the law into their own hands”¹⁰² and must seek the proper legal recourse “to prevent breaches of peace and criminal disorder”¹⁰³ in the enforcement of their rights.

As applied to co-owners, this Court in *De Guia*,¹⁰⁴ explained that ejectment will lie against a co-owner who takes exclusive possession and asserts exclusive ownership, but only for the limited purpose of upholding the co-ownership, thus:

⁹⁶ *Id.* Citations omitted.

⁹⁷ *Esperal v. Trompeta-Esperal*, G.R. No. 229076, September 16, 2020. (Citations omitted)

⁹⁸ G.R. Nos. 225353-54, August 28, 2019. (Citations omitted).

⁹⁹ *Id.*

¹⁰⁰ *Dela Cruz v. Spouses Hermano*, 757 Phil. 9 (2015). (Citations omitted).

¹⁰¹ *Suarez v. Sps. Emboy*, 729 Phil. 315, 329 (2014).

¹⁰² *Spouses Ladica v. Spouses Uy*, G.R. No. 211639 (*Resolution*), May 3, 2021.

¹⁰³ *Id.*

¹⁰⁴ *De Guia v. CA*, *supra* note 85.

Any co-owner may file an action under Article 487 not only against a third person, but also against another co-owner who takes exclusive possession and asserts exclusive ownership of the property. In the latter case, however, the only purpose of the action is to obtain recognition of the co-ownership. The plaintiff cannot seek exclusion of the defendant from the property because as co-owner he [or she] has a right of possession. The plaintiff cannot recover any material or determinate part of the property.¹⁰⁵

In this accord, the plaintiff co-owner has the burden to prove that the defendant co-owner asserted exclusive ownership and possession over the common property amounting to a repudiation of the co-ownership. The extent of these acts amounting to assertion of exclusive ownership was explained in *Salvador v. Court of Appeals*,¹⁰⁶ as follows:

A mere silent possession by a co-owner, [their] receipt of rents, fruits or profits from the property, the erection of buildings and fences and the planting of trees thereon, and the payment of land taxes, cannot serve as proof of exclusive ownership, if it is not borne out by clear and convincing evidence that [they] exercised acts of possession which unequivocally constituted an ouster or deprivation of the rights of the other co-owners.¹⁰⁷

Relative to this, “[s]ince possession of co-owners is like that of a trustee,”¹⁰⁸ the plaintiffs have the obligation to establish that the defendants’ possession is adverse by showing that: (1) [the co-owner] has performed unequivocal acts of repudiation amounting to an ouster of the *cestui que trust* or other co-owners, (2) such positive acts of repudiation have been made known to the *cestui que trust* or other co-owners, and (3) the evidence thereon must be clear and convincing.¹⁰⁹

The burden to satisfy the foregoing conditions proceeds from the fact that the defendants, being also co-owners, are “as much entitled to enjoy its possession and ownership.”¹¹⁰ By implication, they cannot be evicted because their possession cannot be said to have been by force, intimidation, threat, strategy, or stealth, since they will be in possession of the common property in their own right as co-owners.¹¹¹

As can be gleaned therefrom, in *De Guia*, this Court views the co-owners’ right of possession as paramount, since the law precludes their ejectment by reason of their right of possession over the common property.

¹⁰⁵ *Id.* at 462-463. (Citations omitted).

¹⁰⁶ 313 Phil. 36 (1995).

¹⁰⁷ *Id.* at 57. (Citations omitted).

¹⁰⁸ *Heirs of Padilla v. Magdua*, 645 Phil. 140, 151 (2010).

¹⁰⁹ *Id.*

¹¹⁰ *Abing v. Waeyan*, 529 Phil 199, 207 (2006).

¹¹¹ *Spouses Rosario v. Government Service Insurance System*, G.R. No. 200991, March 18, 2021.

Verily, the interplay of these fundamental principles led this Court to introspect on the following ruminations:

First, the rule that bars co-owners from exclusion from the common property by way of ejectment engenders a perspective that recognizes their right of possession, but does not place it on the same level with their corresponding obligation to respect the similar rights of their co-owners.

To hark back, “a co-owner’s possession of [their] share is linked to the possession of the other co-owners.”¹¹² A co-owner acquires the right to possess the common property simultaneously with the obligation to respect his or her co-owner’s right of possession and not to do any act prejudicial to the interest of their co-owners. Thus, a co-owner’s possession of the common property is concomitantly a right and an obligation.

As an obligation, co-owners possess the common property as “a trustee for the others,”¹¹³ which creates a fiduciary relation among them.¹¹⁴ Notably, the Civil Code¹¹⁵ enumerates trusteeship as one of the circumstances that modifies or limits one’s capacity to act. Under the concept of trusteeship, the right to possess the common property belongs to all co-owners, and one cannot prevent another from its use and enjoyment.¹¹⁶ In this case, it must be recapitulated that while it was respondent who subsequently filed an ejectment suit against petitioner, thereby signifying an enforcement of right to possession, it was petitioner who first wrested possession of a specific portion of the co-owned property by force.

Prescinding therefrom, petitioner is conclusively presumed to know that as a co-owner, she cannot exclude respondents from the use and enjoyment of the common property. Along this line, in *Bunyi v. Factor*,¹¹⁷ this Court emphasized that “**the act of going to the property and excluding the lawful possessor therefrom necessarily implies the exertion of force over the property which is all that is necessary and sufficient to show that the action is based on the provisions of Section 1, Rule 70 of the Rules of Court.**” Indeed, “[t]he words ‘by force, intimidation, threat, strategy or stealth’ include every situation or condition under which one person can wrongfully enter upon real property and exclude another, who has had prior possession therefrom.”¹¹⁸

Applying the foregoing principles to the case at bench, petitioner indeed exerted force when she excluded respondents from using the specific portion

¹¹² *Id.*

¹¹³ *Sanchez v. CA*, *supra* note 80 at 676.

¹¹⁴ *Id.*

¹¹⁵ Civil Code of the Philippines, Book I, Title I, Chapter I, Art. 39.

¹¹⁶ Civil Code of the Philippines, Book II, Title III, Art. 486.

¹¹⁷ 609 Phil. 134, 144 (2009). Citations omitted. (Emphasis supplied).

¹¹⁸ *Ruiz v. Armada*, G.R. No. 232849, June 14, 2021.

of the common property that she claimed. As a result, her possession can be declared unlawful because she violated the statutory limitations on her right of possession and breached her fiduciary duties as a co-owner. Clearly, the overriding consideration is not whether petitioner has a right to possess the common property but the *manner* by which she exercised such right.

Second, the rule that prohibits ejectment of co-owners from the common property fails to consider the rationale behind ejectment cases, which is to prevent the owners from taking the law into their own hands and undermine the right to due process of the person in prior possession.

Art. 539 of the Civil Code states that “every possessor has a right to be respected in [their] possession; and should [they] be disturbed therein [they] shall be protected in or restored to said possession by the means established by the laws and the Rules of Court.”

Certainly, the law “endows every possessor with the right to be respected in [their] possession.”¹¹⁹ “This rule holds true regardless of the character of a party's possession, provided that he or she has in his or her favor priority in time.”¹²⁰ As explained by this Court in *Domalsin v. Spouses Valenciano*,¹²¹ “[p]rior physical possession must be respected.” In *Domalsin*, this Court thus reasoned:

Regardless of the actual condition of the title to the property, the party in peaceable, quiet possession shall not be thrown out by a strong hand, violence or terror. Neither is the unlawful withholding of property allowed. **Courts will always uphold respect for prior possession.** Thus, a party who can prove prior possession can recover such possession even against the owner himself [or herself].¹²²

At this juncture, it bears to stress that “[t]he foundation of a possessory action is really the forcible exclusion of the original possessor...”¹²³ by the owner or one claiming to have a better right, but who employed force, violence or threat to enforce their claims. Thus, “in giving recognition to the action of forcible entry... the purpose of the law is to protect the person who in fact has actual possession...”¹²⁴ This is precisely why “[t]he main thing to be proven in an action for forcible entry is prior possession and that the same was lost through force, intimidation, threat, strategy and stealth, so that it behooves the court to restore possession regardless of title or ownership.”¹²⁵

¹¹⁹ *Republic v. Cortez, Sr.*, 768 Phil. 575, 590, (2015).

¹²⁰ *Boma v. Pimentel*, G.R. No. 222906 (*Resolution*), June 17, 2020.

¹²¹ 515 Phil. 745 (2006).

¹²² *Id.* at 763. (Citations omitted; emphasis supplied).

¹²³ *Ruiz v. Armada*, G.R. No. 232849, June 14, 2021.

¹²⁴ *Villondo v. Quijano, et al.*, 700 Phil. 18, 20 (2012).

¹²⁵ *Domalsin v. Spouses Valenciano*, *supra* note 121 at 763-764. (Citations omitted).

In this regard, the law affords recourse to a person whose prior physical possession has been disturbed by allowing them to file an action for ejectment in accordance with Section 1, Rule 70 of the present Rules of Court.

On this score, “[p]ossession in ejectment cases means nothing more than physical or material possession, not legal possession.”¹²⁶ “Petty warfare over possession of properties is precisely what ejectment cases or actions for recovery of possession seek to prevent.”¹²⁷ This is why ejectment proceedings are summary in nature to serve as an expeditious means to protect actual possession or the right to possession of property,¹²⁸ impelled by the “overriding need to quell social disturbances.”¹²⁹

To achieve this purpose, the law cautions the owner or person claiming to have a better right to the subject property, that they “[do] not have the unbridled authority to immediately wrest possession from its current occupant.”¹³⁰ The rule finds anchor on Art. 536 of the Civil Code, which states that in no case may possession be acquired through force or intimidation as long as there is a possessor who objects thereto. The person who believes that they have an action or a right to deprive another of the holding of a thing, must invoke the aid of the competent court, if the holder should refuse to deliver the thing.

Expounding on this precept, the pronouncement of this Court in *Public Estates Authority v. Chu*,¹³¹ lends guidance:

When a right is exercised in a manner which discards these norms resulting in damage to another, a legal wrong is committed for which the actor can be held accountable. Respondent's ownership of the property on which the pepper trees stand is immaterial in this petition. There is no dispute that respondent owned the pepper trees that were destroyed by petitioner. Even assuming that petitioner owns the property or that it bulldozed the land within its boundaries, still, as the trial court aptly reasoned, there was no excuse for petitioner to disregard respondent's rights over her trees. **The exercise of one's rights is not without limitations. Having the right should not be confused with the manner by which such right is to be exercised.** Property rights must be considered, for many purposes, not as absolute, unrestricted dominions but as an aggregation of qualified privileges, the limits of which are prescribed by the equality of rights, and the correlation of rights and obligations necessary for the highest enjoyment of property by the entire community of proprietors.¹³²

¹²⁶ *Philippine Long Distance Telephone Co. v. Citi Appliance M.C. Corp.*, G.R. No. 214546, October 9, 2019.

¹²⁷ *Sps. Maltos v. Heirs of Borromeo*, 769 Phil. 598, 617 (2015).

¹²⁸ *Domalsin v. Spouses Valenciano*, *supra* note 121.

¹²⁹ *Arines-Albalate v. Reyes*, G.R. No. 222768, September 2, 2020. (Citations omitted).

¹³⁰ *Sarmiento v. Dizon*, G.R. No. 235424, February 3, 2021. (Citations omitted).

¹³¹ 507 Phil. 472 (2005). (Emphasis supplied).

¹³² *Id.* at 482.

Indeed, “[r]ights of property, like all other social and conventional rights, are subject to such reasonable limitations in their enjoyment and to such reasonable restraints established by law.”¹³³

In line with this principle, in *Spouses Villafuerte v. Court of Appeals*,¹³⁴ this Court ruled that it was wrong for the owners to construct a fence on their lot and prohibit the **lessees** from operating their gasoline station thereon despite their lease contract having expired. In *Spouses Villafuerte*, this Court emphasized that “the law on this matter is clear: [they] who believe [themselves] entitled to deprive another of the possession of a thing, so long as the possessor refuses delivery, must request the assistance of the proper authority.”¹³⁵ Therefore, the owners violated the law when they personally took it upon themselves to evict the lessees from their property, instead of seeking proper recourse to recover its possession.

Similarly, in *Arines-Albalate v. Reyes*,¹³⁶ this Court upheld the rights of a **tenant** who was summarily evicted by the owners of the land, which she had cultivated for years. In *Arines-Albalate*, this Court found that the owners took the law into their hands by unjustly ejecting the tenant from the landholding and taking its possession without due process of law. In the said case, this Court emphasized that the owners “should have invoked the aid of a forum of competent jurisdiction to address their cause.”¹³⁷ Therefore, this Court ruled that the tenant “has the right to continue in the enjoyment and possession of the subject landholding until the time when their dispossession has been authorized by the court in a judgment that is final and executory.”¹³⁸

Likewise, this Court has considered the possession of **informal settlers** in the recent case of *Spouses Ladica v. Spouses Uy*,¹³⁹ where this Court declared that even mere usurpers of land are “still entitled to remain on it until they are lawfully ejected therefrom.” If the owners employed force or violence, the party in prior possession “can recover possession even from the owners themselves,”¹⁴⁰ because even the “underprivileged and homeless citizens [are] entitled to due process of law, prior to their eviction and demolition of their structures.”¹⁴¹

Moreover, in *Cuerpo v. People*,¹⁴² this Court emphasized that even if the shanties or temporary shelters of the informal settlers were constructed without the necessary building or development permits, law enforcers cannot summarily demolish the same without complying with the “appropriate

¹³³ *United Coconut Planters Bank v. Basco*, 480 Phil. 803, 820 (2004). (Citations omitted).

¹³⁴ 498 Phil. 105 (2005).

¹³⁵ *Id.* at 126-127.

¹³⁶ G.R. No. 222768, September 2, 2020.

¹³⁷ *Id.*

¹³⁸ *Id.*

¹³⁹ *Spouses Ladica v. Spouses Uy*, *supra* note 102.

¹⁴⁰ *Id.*, citations omitted.

¹⁴¹ *Department of Public Works and Highways v. Manalo, et al.*, G.R. No. 217656, November 16, 2020.

¹⁴² G.R. No. 203382, September 18, 2019.

proceeding as set out in the law.”¹⁴³ In *Cuerpo*, this Court stressed, “[p]roperty rights are involved, thereby needing notices and opportunity to be heard as provided for in the constitutionally guaranteed right of due process.”¹⁴⁴

For the owners’ failure to seek recourse before the proper forum to evict the person in prior possession of the property, this Court has upheld the right of possession of a *lessee* whose contract had expired in *Spouses Villafuerte*, of a *tenant* who had cultivated the landholding for years in *Arines-Albalate*, and of the *informal settlers* in *Spouses Ladica* and *Cuerpo*, against the respective owners of the disputed property. Viewed from this prism, “[w]hatever may be the character of the possession, the present occupant of the property has the security to remain on that property if the occupant has the advantage of precedence in time and until a person with a better right lawfully causes eviction.”¹⁴⁵

As a matter of fact, “an ejectment case will not necessarily be decided in favor of one who has presented proof of ownership of the subject property.”¹⁴⁶ It goes without saying that ejectment underscores the need for the owner or person claiming to have a better right to the subject property, to respect the peaceable and quiet possession of the present occupant and accord the latter due process by seeking remedy at the proper forum to regain its possession. Thus, it behooves this Court to declare that in an ejectment suit, the issue is not so much about the existence of the right of possession, but whether the claimant accorded the person in prior possession due process, considering the *manner* by which, they took possession of the property in question.

Perforce, this Court sees the need to re-examine the rule that bars ejectment of co-owners from the common property impelled by the following reasons: *first*, the rule fails to capture the correlation of the co-owners’ possession as both a right and an obligation; and *second*, it fails to consider the rationale behind ejectment cases, which is to prevent the owners from taking the law into their own hands and undermine the right to due process of the person in prior possession.

IV. *Co-owners forcibly excluded from the common property can recover the same, or the portion unlawfully taken by another co-owner, by filing an action for ejectment.*

¹⁴³ *Id.*

¹⁴⁴ *Id.*

¹⁴⁵ *Dela Cruz v. Spouses Hermano*, *supra* note 100.

¹⁴⁶ *Baluyo v. Sps. De la Cruz*, 771 Phil. 209, 218 (2015). (Citations omitted).

The exercise of any right is not without limitations.¹⁴⁷ Despite having the right of possession over the property, the owner or party claiming to have a better right cannot summarily evict the person in prior possession. The owner or person claiming to have a better right cannot disregard the basic tenet of due process and deprive the present occupants “of the opportunity to completely pursue or defend their causes of actions.”¹⁴⁸ Utmost consideration is on the right to due process of the person in prior possession that serves as the limitation on the owner or lawful possessor’s right of possession over the disputed property. With this in mind, the circumstances by which the person claiming to have a better right took possession of the property is brought to fore. If they are guilty of forcible entry, then they are “required to restore possession to the party from whom the property was taken or detained.”¹⁴⁹

In *Pagadora v. Ila*, this Court elucidated that:

Forcible entry into one's land is an open challenge to the right of the lawful possessor, the violation of which right authorizes the speedy redress in the inferior court. The law is geared towards protecting the person who in fact has actual possession; and in case of a controverted proprietary right, the law requires the parties to preserve the *status quo* until one or the other sees fit to invoke the decision of a court of competent jurisdiction upon the question of ownership.¹⁵⁰

At this point, this Court ponders on the philosophy that if the law accords protection to the person in prior possession, regardless of the character of such possession – whether they are a lessee, tenant or informal settler, with more reason should this Court give due regard to the prior possession of a co-owner, as the latter stands on a stronger footing for being in possession of the common property in their own right. For this reason, it is only but fair and logical to allow a co-owner to file an action to recover the common property or a part thereof from another co-owner who forcibly occupied the same, in order to restore the former to their peaceable and quiet possession. Precisely, as this Court stressed in the recent case of *De Vera v. Manzanero*,¹⁵¹ “the purpose of the action to recover possession is to obtain recognition of the co-ownership.” In other words, allowing a co-owner to recover the common property or a portion thereof unlawfully taken by another co-owner, actually reinforces the co-ownership because it rectifies the resulting encroachment on the part of the co-owner who acted beyond the statutory limits of their right of possession and breached their fiduciary obligation towards the co-ownership.

To reiterate, the exclusion of the lawful possessor from the disputed property necessarily implies the use of force.¹⁵² The employment of force

¹⁴⁷ *Rellosa v. Pellosis*, 414 Phil. 786 (2001).

¹⁴⁸ *Kilusang Magbubukid ng Pilipinas v. Aurora Pacific Economic Zone and Freeport Authority*, G.R. Nos. 198688 & 208282, November 24, 2020.

¹⁴⁹ *Pagadora v. Ila*, 678 Phil. 208 227 (2011). (Citations omitted).

¹⁵⁰ *Id.*

¹⁵¹ G.R. No. 232437, June 30, 2021.

¹⁵² *Spouses Del Rosario v. Gerry Roxas Foundation, Inc.*, 666 Phil. 410 (2011).

makes the entry illegal because it deprives the person in prior possession of due process. Notably, where the possession of the property is *illegal ab initio*, “the summary action for forcible entry (*detentacion*) is the remedy to recover possession.”¹⁵³

Here, it was established that petitioner entered the common property and claimed a specific portion thereof already occupied by her co-owners.¹⁵⁴ In the process, she demolished the two houses erected on the said portion,¹⁵⁵ and constructed a fence on its perimeter.¹⁵⁶ While petitioner entered the common property in her own right as a co-owner, the fact that she excluded respondents who were in prior possession of the common property, “would necessarily imply the use of force and this is all that is necessary,”¹⁵⁷ to constitute forcible entry, because assuming that she did own the specific portion of the undivided parcel of land, she “cannot simply wrest possession thereof from whoever is in actual occupation of the property,”¹⁵⁸ for she must resort to the law to obtain what she claims to be hers.

Guided by the wisdom behind the doctrine laid down in *De Guia*, and Art. 536 of the Civil Code, which states that in no case may possession be acquired through force or intimidation, this Court takes this opportunity to define the rules which govern ejectment suits between co-owners as embodied in Art. 487 of the Civil Code:

1. If a co-owner takes possession of a definite portion of the common property in the exercise of their right to possession as a co-owner, they may not be ejected as long as they recognize the co-ownership, since as such, they are considered to have been in possession thereof as a trustee for the co-ownership.
2. If a co-owner takes exclusive possession of a specific portion of the common property, which results in the exclusion or deprivation of another co-owner **in prior possession**, any co-owner may file an action for ejectment to evict the co-owner who wrested its possession by force.
3. To evict a co-owner from the common property, the burden is on the plaintiff co-owner to prove that the defendant co-owner employed force, intimidation, threat, strategy, or stealth when they came into possession of the common property.

¹⁵³ *Id.* at 424.

¹⁵⁴ *Rollo*, p. 19.

¹⁵⁵ *Id.* at 34.

¹⁵⁶ *Id.*

¹⁵⁷ *Estel v. Heirs of Diego, Sr.*, 679 Phil. 18, 27 (2012). (Citations omitted).

¹⁵⁸ *Javelosa v. Tapus, et al.*, 835 Phil. 576, 588 (2018).

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4. Failing to meet this requirement, the plaintiff co-owner can neither exclude the defendant co-owner nor recover a determinate part of the property because then, the latter is considered to have entered the same in their own right as a co-owner and trustee of the co-ownership.

Needless to say, the basis of the eviction of the defendant co-owner is not the mere existence of their right of possession as a co-owner, but whether they exercised such right in a manner that ousted or deprived the rights of the other co-owners who were in prior possession. Put differently, petitioner's right of possession as a co-owner does not automatically entitle her to immediately wrest possession of the common property or a portion thereof from its current occupants, herein respondents.

Considering the foregoing, respondents established all the requisites of forcible entry, as borne by the following circumstances: a) respondents have prior physical possession of the common property;¹⁵⁹ b) they were deprived of possession when petitioner claimed a specific portion already occupied by her co-owners and had the improvements therein removed, from which the employment of force can be deduced; and c) the action was filed on July 10, 2014, or within one year from the time of the dispossession, which occurred on June 3, 2014.

On the contrary, petitioner failed to prove that she had prior possession of the subject property. Be it noted that she only came into its possession on June 3, 2014, or after it was sold to her by Segundina.¹⁶⁰ Meanwhile, respondents have occupied the subject property and introduced improvements thereon after inheriting the same from Roman.¹⁶¹ Therefore, the right to the physical possession of the subject property should be set at rest in favor of respondents, as lawful owners who had prior possession of the disputed property.

On the matter of rent awarded to respondents, jurisprudence¹⁶² provides "while the courts may fix the reasonable amount of rent for the use and occupation of a disputed property, they could not simply rely on their own appreciation of land values without considering any evidence." In other words, "[r]easonable amount of rent in suits for ejectment cases must be determined not by mere judicial notice but by supporting evidence."¹⁶³ Here, this Court finds no evidence on record to support the MCTC's award of rent. The records bear that respondents failed to establish the fair rental value

¹⁵⁹ *Rollo*, p. 22.

¹⁶⁰ *Id.*

¹⁶¹ *Id.*

¹⁶² *Bunyi v. Factor*, *supra* note 117. (Citations omitted).

¹⁶³ *Carnacete v. Bulaquena*, G.R. No. 225715 (*Resolution*), August 26, 2020.

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considering the area presently occupied by petitioner, and the MCTC simply adopted the prevailing rate in the locality.¹⁶⁴

Moreover, this Court finds it absurd to order petitioner to pay rental payments on a property that she is entitled to enjoy as a co-owner.¹⁶⁵ Hence, the award of rent should be deleted.

Regarding the award of attorney's fees, "it is a settled rule that no premium should be placed on the right to litigate and that not every winning party is entitled to an automatic grant of attorney's fees."¹⁶⁶ Along this line, "[t]he basis for granting attorney's and litigation fees must be clearly and distinctly set forth in the decision."¹⁶⁷ Jurisprudence¹⁶⁸ requires that "where attorney's fees are granted, the court must explicitly state in the body of the decision, and not only in the dispositive portion thereof, the legal reason for the award." Regrettably, there was nothing in the body of both decisions of the MCTC and RTC which explicitly stated the reasons for the award of attorney's fees. Thus, this Court is constrained to delete the same.

Finally, the object behind ejectment cases aims "to prevent breaches of peace and criminal disorder"¹⁶⁹ by precluding those who, believing that they are entitled to the possession of the property, from using force to oust the party who is in prior possession. To achieve this purpose, the law affords the remedy of restitution to prevent the claimant from taking the law into his or her own hands. Clearly, the public policy behind the law would be served by allowing respondents to recover the portion of the subject lot unlawfully claimed by petitioner.

ACCORDINGLY, the Petition is **DENIED**. The Decision dated March 15, 2018 of the Court of Appeals in CA-G.R. SP No. 07450-MIN, is **AFFIRMED with MODIFICATION**. Petitioner Perlita Mabalo and all persons claiming rights under her are ordered to immediately **VACATE** the portion of land owned by the Heirs of Roman Babuyo, which she bought from Segundina Babuyo Fernandez covered by Original Certificate of Title No. P-10402, Free Patent No. 575915 and to remove the improvements she introduced thereon. Meanwhile, the award of rent and attorney's fees are hereby **DELETED**.

SO ORDERED."


JHOSEP Y. LOPEZ
Associate Justice

¹⁶⁴ *Rollo*, p. 44.

¹⁶⁵ *Torres, Jr., v. Lapinid*, *supra* note 47.

¹⁶⁶ *Sy v. Spouses Antonio*, G.R. No. 230120, July 5, 2021. (Citations omitted).


¹⁶⁷ *Morales v. Court of Appeals*, G.R. No. 256001 (Resolution), May 5, 2021.

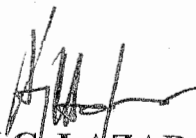
¹⁶⁸ *Bunyi v. Factor*, *supra* note 117. (Citations omitted).

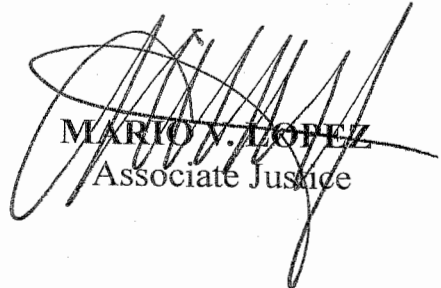
¹⁶⁹ *Rhema International Livelihood Foundation, Inc., v. Hibix, Inc.*, *supra* note 98.

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WE CONCUR:


MARVIC MARIO VICTOR F. LEONEN
Senior Associate Justice
Chairperson

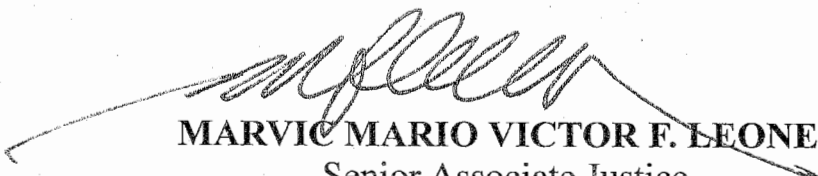

AMY C. LAZARO- JAVIER
Associate Justice


MARIO N. LOPEZ
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice

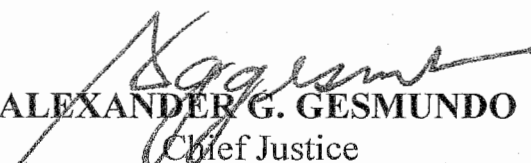
ATTESTATION

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 this Court's Division.


MARVIC MARIO VICTOR F. LEONEN
Senior Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 14, 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 this Court's Division.


ALEXANDER G. GESMUNDO
Chief Justice

