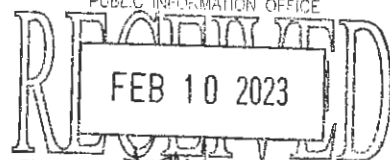




Republic of the Philippines  
**Supreme Court**  
 Manila

SUPREME COURT OF THE PHILIPPINES  
 PUBLIC INFORMATION OFFICE



BY: JAN  
 TIME: 4:07

**THIRD DIVISION**

**MARLENE D. DE MESA,**  
 Petitioner,

**G.R. No. 255397**

Present:

- versus -

CAGUIOA, *Chairperson,*  
 INTING,  
 LOPEZ, M.,\*  
 GAERLAN, and  
 DIMAAMPAO, *JJ.*

**RUDY D. PULUTAN and MEDY**  
**P. BUNDALIAN,**  
 Respondents.

Promulgated:

**September 12, 2022**  
*Mis-ADC Bact*

-----x-----

**DECISION**

**DIMAAMPAO, J.:**

This Petition for Review on *Certiorari*<sup>1</sup> rails against the *Decision*<sup>2</sup> dated 6 March 2020 and the *Resolution*<sup>3</sup> dated 20 January 2021 of the Court of Appeals (CA) in CA-G.R. SP No. 159665, which annulled and set aside the *Decision*<sup>4</sup> dated 6 February 2019 of the Regional Trial Court (RTC) of San Pablo City, Laguna, Branch 32 in Civil Case No. SP-7598 (18), and denied the Motion for Reconsideration thereof.

The instant legal strife has its provenance in a Complaint for Unlawful Detainer and Damages filed by petitioner Marlene D. De Mesa against

\* Associate Justice Maria Filomena D. Singh recused herself from the case due to her prior participation in the Court of Appeals. In her stead, Associate Justice Mario V. Lopez was designated as the additional Member, per Raffle dated 26 July 2022.

<sup>1</sup> *Rollo*, pp. 3-34.

<sup>2</sup> *Id.* at 35-45. Penned by Associate Justice Stephen C. Cruz (now retired) and concurred in by Associate Justices Pablito A. Perez and Louis P. Acosta.

<sup>3</sup> *Id.* at 46-48. Penned by Associate Justice Pablito A. Perez and concurred in by Associate Justices Maria Filomena D. Singh (now a member of this Court) and Louis P. Acosta.

<sup>4</sup> *Id.* at 60-74. Penned by Presiding Judge Agripino G. Morga.

*J*

respondents Rudy D. Pulutan (Rudy) and Medy P. Bundalian (Medy) before the Municipal Trial Court in Cities (MTCC) of San Pablo City, Laguna. The case, docketed as Civil Case No. 1890-17, was raffled off to Branch 2 of said court.

Petitioner avowed that she was the owner of the house and lot located in *Barangay* Sta. Maria Magdalena, San Pablo City and previously covered by Transfer Certificate of Title (TCT) No. T-61656.<sup>5</sup> She purchased the said realty from Amelia D. Pulutan (Amelia), the mother of respondents.<sup>6</sup> By virtue of the notarized deed of sale between petitioner and Amelia, TCT No. T-61656 was cancelled and a new certificate of title, TCT No. T-75686, was issued in petitioner's name. Prior to the issuance of the new title in 2008, the parties entered into a contract of lease for the same property from October 2006 to September 2007 at a monthly rate of ₱2,000.00, payable on the first week of each calendar month.<sup>7</sup> Thereupon, Amelia continued to occupy the house and lot as lessee thereof, together with Rudy and his family.<sup>8</sup>

Having failed to pay rent when it fell due, Amelia was asked to vacate the premises. Instead of moving out, she requested petitioner to allow her to repurchase the property until 30 December 2009. This agreement was made before the *Sangguniang Barangay* of *Barangay* Sta. Maria Magdalena, San Pablo City.<sup>9</sup> As it happened, even before the conduct of the *barangay* conciliation proceedings, petitioner discovered that the realty in question was the subject of a Notice of Levy issued by the RTC of San Pablo City, Branch 29 in Civil Case No. SP-6217. She was thus constrained to file a third-party complaint against the Spouses Ruby and Rolando Dimaisip (Spouses Dimaisip), which led to the execution of a compromise agreement whereby the former, to buy peace of mind and to retain ownership of the land, paid the latter the amount of ₱270,000.00.<sup>10</sup>

However, Amelia was unable to repurchase the property before the expiration of the stipulated period, prompting petitioner to demand that she vacate the premises. This notwithstanding, she acceded to Amelia's plea to stay therein out of pity and compassion, and considering that she was already old and sickly at that time.<sup>11</sup>

Upon Amelia's death on 24 October 2016, petitioner required Rudy to move out of the subject realty, but he refused to do so upon the advisement of Medy. In view of such refusal, petitioner once again referred the matter to the

---

<sup>5</sup> Id. at 36 and 49.

<sup>6</sup> Id.

<sup>7</sup> Id. at 36-37.

<sup>8</sup> Id. at 49.

<sup>9</sup> Id. at 37 and 49.

<sup>10</sup> Id. at 37.

<sup>11</sup> Id.

*Sangguniang Barangay*, but to no avail. Ultimately, she was impelled to file the instant unlawful detainer case after her demand letter to vacate the property was left unheeded by respondents.<sup>12</sup>

For their part, respondents posited, *inter alia*, that: *one*, the contract between Amelia and petitioner was actually a real estate mortgage and not a sale as evidenced by Amelia's continued possession of the property until her death; and *two*, she remained as the owner of the subject house and lot considering that her contract with petitioner was "akin to an equitable mortgage."<sup>13</sup>

In the Decision<sup>14</sup> dated 30 August 2018, the MTCC discerned that the main issue that had to be resolved was "whether the contract between the [petitioner] and [Amelia], [respondents'] mother, was one of sale or equitable mortgage." In characterizing the contract as a sale, the MTCC ratiocinated that the intention of the parties was "one of sale," and pointed to the execution of a contract of lease between Amelia and petitioner as proof of change in ownership. It then highlighted that pursuant to prevailing jurisprudence, petitioner had the better right to possession because she has been the registered owner of the lot since 2008.<sup>15</sup>

Accordingly, the MTCC disposed of the unlawful detainer suit in this prose:

**WHEREFORE**, on the basis of the foregoing findings, the Court hereby renders judgment in favor of [petitioner] and against the [respondents], ordering as prayed for by the [petitioner]:

1. [Respondents] Rudy Pulutan and Medy P. Bundalian or any of their agents or representatives or any one whose rights are derived from the said [respondents] to immediately leave and vacate the [petitioner's] house and lot situated in Brgy. Sta. Maria Magdalena, San Pablo City covered by TCT No. 75686;
2. Ordering the [respondents] to pay the [petitioner] attorney's fees in the amount of Twenty Thousand Pesos (₱20,000.00); and
3. Ordering the [respondents] to pay the [petitioner] in the amount of ₱5,000.00 per month representing the reasonable payment for the use of the latter's house and lot from January 2017 up to the time they actually move out or vacate the subject premises of this case.

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

<sup>12</sup> Id. at 37-38 and 50.

<sup>13</sup> Id. at 38.

<sup>14</sup> Id. at 49-59. Penned by Presiding Judge Maria Christine Isabel Z. Falguera.

<sup>15</sup> Id. at 57-58.

<sup>16</sup> Id. at 59.

*Handwritten mark*

Aggrieved, respondents elevated the case to the RTC, which, in turn, affirmed with modification<sup>17</sup> the MTCC Decision by reducing the amount of monthly rental from ₱5,000.00 to ₱2,000.00. Echoing the MTCC's elucidation on the nature of the parties' contract, the RTC determined that there was "absolutely no evidence on record" to show that the intention of the parties was to secure an existing debt by way of mortgage, or that Amelia was even indebted to petitioner in the first place. It also brushed off respondents' claim that the contract was in reality an equitable mortgage since the same was an assertion of ownership which should not be resolved in an ejectment proceeding.<sup>18</sup>

The *fallo* of the RTC Decision reads:

**WHEREFORE**, premises considered, the appeal is DENIED for lack of merit.

The Decision dated 30 August 2018 rendered by the Municipal Trial in Cities, Branch 2, San Pablo City, in Civil Case No. 1870-17, entitled "Marlene De Mesa vs. Rudy Pulutan and Medy P. Bundalian," for unlawful detainer, is hereby AFFIRMED in all respects, with modification, as to the amount of rental fee per month which shall be P2,000.00 per month starting March 21, 2017 up to the time the [respondents] and any person acting in their behalf actually move out or vacate the property subject of the case.

In view of the failure of the [respondents] to post the supersedeas bond pending appeal, the Writ of Execution issued by this Court on January 3, 2019, shall immediately be implemented. The [respondents]' motion for reconsideration filed on January 17, 2019, is DENIED, there being no compelling reason or prevailing circumstances to stay the execution of the trial court's Decision pending appeal.

The Deputy Sheriff of this Court is hereby directed to immediately implement the Writ of Execution dated January 3, 2019 with amendment as to the amount of rental fees per month, from P5,000.00 per month from January 2017 to P2,000.00 per month starting March 21, 2017 up to the time the [respondents] vacate the premises.

**SO ORDERED.**<sup>19</sup>

Undeterred, respondents sought refuge before the CA.

In the now-impugned *Decision*,<sup>20</sup> the CA annulled and set aside the RTC Decision and dismissed the Complaint for lack of merit. First off, the CA reiterated the established rule that the issue of ownership can be provisionally ruled upon in ejectment cases when the question of possession

<sup>17</sup> Id. at 60-74.

<sup>18</sup> Id. at 67-73.

<sup>19</sup> Id. at 73-74.

<sup>20</sup> Supra Note 2.

9

cannot be resolved without deciding the issue of ownership, such as in the instant case. Delving into the determination of the true nature of the contract between petitioner and Amelia, the CA deemed it evident from the totality of the evidence presented that the purported deed of sale was in sooth an equitable mortgage. Specifically, the CA declared that the essential requisites of an equitable mortgage are present, namely: that the parties entered into a contract denominated as a contract of sale; and that their intention was to secure existing debt by way of a mortgage. In addition, the circumstances under paragraphs 2 and 3 of Article 1602<sup>21</sup> of the Civil Code were extant in the instant case, as shown primarily by Amelia's actual and continuous possession of the realty from the execution of the supposed sale in 2006 until her death in 2016, and even after her failure to repurchase the property on or before 30 December 2009. Finally, the CA did not give credence to petitioner's explanation that she merely tolerated Amelia's possession, given that no sufficient evidence was adduced to prove such allegation.<sup>22</sup>

With her Motion for Reconsideration having been denied by the CA through the challenged *Resolution*,<sup>23</sup> petitioner now comes to this Court *via* the present Petition.

Simply put, the pivotal issue for the Court's resolution is whether or not the CA erred in reversing the ruling of the lower courts.

***After a diligent review of the records and a meticulous consideration of the arguments, the Court holds that the instant Petition is bereft of merit. The CA's ruling must perforce be upheld.***

Before going into the substantive merits of the case at bench, the Court shall briefly pass upon respondents' submission that petitioner changed her theory of the case when she argued in the instant Petition<sup>24</sup> that she is the owner of the property by way of a Deed of Redemption. Respondents postulate that her attempt to introduce this new theory before the Court is impermissible since it requires the presentation of new evidence at this stage.<sup>25</sup>

*The postulation of respondents deserves the Court's imprimatur.*

<sup>21</sup> ART. 1602. The contract shall be presumed to be an equitable mortgage, in any of the following cases:  
x x x x  
(2) When the vendor remains in possession as lessee or otherwise;  
(3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;  
x x x x  
In any of the foregoing case, any money, fruits, or other benefit to be received by the vendee as rent or otherwise shall be considered as interest which shall be subject to the usury laws.

<sup>22</sup> *Rollo*, pp. 40-44.

<sup>23</sup> *Supra* note 3.

<sup>24</sup> *Id.* at 22-27.

<sup>25</sup> *Id.* at 177-180.

9

It is jurisprudentially settled that an issue not alleged in the complaint nor raised before the trial court cannot generally be raised for the first time on appeal, as this goes against the basic rules of fair play, justice, and due process.<sup>26</sup> The Court need not discuss an issue if it is raised for the first time in the petition before it.<sup>27</sup>

Here, the Court agrees with the respondents that petitioner's claim of ownership based on the Deed of Redemption executed by the Spouses Dimaisip was a different thesis from what she advanced in the Complaint, *i.e.*, her ownership of the land and improvements anchored on the supposed contract of sale with Amelia.<sup>28</sup> In addition, respondents were able to demonstrate that Annexes E, F, and G of the Petition, which respectively pertain to the certified true copies of TCT No. T-61656, Notice of Levy, and Certificate of Sale,<sup>29</sup> "were never mentioned in the Complaint, and were not among the documentary exhibits identified and marked during the preliminary conference of the case."<sup>30</sup> Concomitantly, none of the exceptions<sup>31</sup> written in case law for the allowance of a change in theory are available to petitioner in this case.

Needless to state, this does not mean that petitioner may no longer proffer all available theories and raise all possible defenses in another action for the recovery of ownership. As the Court will explain below, the verdict herein is confined to the determination of who between the parties has a better right to possession of the subject realty.

Having traversed this preliminary matter, the Court shall proceed to rule on the main issue raised in the Petition.

It is a well-ensconced rule that an action for unlawful detainer is filed only for the purpose of recovering physical possession or possession *de facto*.<sup>32</sup> Such action is summary in nature to provide for a peaceful, speedy, and expeditious means of preventing an alleged illegal possessor from unjustly continuing possession during the long period it would take to

---

<sup>26</sup> See *De los Santos vs. Lucenio*, 828 Phil. 504, 512 (2018).

<sup>27</sup> See *Spouses Erorita vs. Spouses Dumlao*, 779 Phil. 23, 31 (2016).

<sup>28</sup> *Rollo*, pp. 49-50 and 193-194.

<sup>29</sup> *Id.* at 24.

<sup>30</sup> *Id.* at 176 and 214.

<sup>31</sup> These exceptions are: *first*, an issue of jurisdiction may be raised at any time, even on appeal, for as long as the exercise thereof will not result in a mockery of the demands of fair play; *second*, in the interest of justice and at the sound discretion of the appellate court, a party may be allowed to change its legal theory on appeal, but only when the factual bases thereof would not require further presentation of evidence by the adverse party for the purpose of addressing the issue raised in the new theory; and *last*, which is actually a bogus exception, is when the question falls within the issues raised at the trial court. See *Cahayag vs. Commercial Credit Corp.*, 778 Phil. 8, 40-41 (2016).

<sup>32</sup> See *Eupena vs. Bobier*, G.R. No. 211078, 8 July 2020.

properly resolve the issue of ownership or one's right to possession (a.k.a. possession *de jure*).<sup>33</sup>

The Rules of Court, however, recognize that there are instances when defendants raise the defense of ownership, and the question of possession cannot be resolved without passing upon such an issue. In this regard, Section 16 of Rule 70 states that the issue of ownership may be resolved solely for the purpose of determining the issue of possession, thus:

*Resolving defense of ownership.* — When the defendant raises the defense of ownership in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership, the issue of ownership shall be resolved only to determine the issue of possession.

Any pronouncement made by the court over the issue of ownership in such cases is therefore merely provisional and is made only to determine the principal issue of possession *de facto*.<sup>34</sup> It does not bar an action between the same parties regarding the title of the property.<sup>35</sup> These principles, in turn, are encapsulated in Section 18 of the same Rule, which provides:

*Judgment conclusive only on possession; not conclusive in actions involving title or ownership.* — The judgment rendered in an action for forcible entry or detainer shall be conclusive with respect to the possession only and shall in no wise bind the title or affect the ownership of the land or building. Such judgment shall not bar an action between the same parties respecting title to the land or building.

In the case at bench, the CA unerringly adjudged that the “issue of possession is intertwined with the issue of ownership, considering [respondents’] claim that they are the rightful owners of the property.”<sup>36</sup> Perforce, it dismissed the unlawful detainer case after concluding that the deed of sale was an equitable mortgage.<sup>37</sup>

Petitioner takes exception to such ruling and imputes serious error on the part of the CA when it ostensibly failed to give preferential rights to the registered owner on the issue of which party has a better right to physical possession.<sup>38</sup> Likewise, she intransigently argues that giving credence to respondents’ postulation constitutes as an impermissible collateral attack on her TCT.<sup>39</sup> Finally, she asserts that sustaining the CA’s judgment would be

---

<sup>33</sup> Id.

<sup>34</sup> Id.

<sup>35</sup> See *Province of Camarines Sur vs. Bodega Glassware*, 807 Phil. 865, 875 (2017).

<sup>36</sup> *Rollo*, p. 41.

<sup>37</sup> Id. at 41-45.

<sup>38</sup> Id. at 27-30.

<sup>39</sup> Id. at 30.

g

“tantamount to multiplicity of suit[s] considering that [she] would be forced to relitigate the issues” in this case.<sup>40</sup>

*Petitioner’s polemics cannot pass judicial muster. The Court shall address these arguments in seriatim.*

*An ejectment case will not necessarily be decided in favor of the registered owner of the land.*

Prevailing jurisprudence dictates that a title issued under the Torrens system is entitled to all the attributes of property ownership, which necessarily includes possession.<sup>41</sup> Still and all, an ejectment case will not necessarily be decided in favor of registered owner, since it is examined under the lens of ejectment proceedings. On this score, the case of *Nabo vs. Buenviaje*<sup>42</sup> is illuminating—

Well-settled is the rule that a title issued under the Torrens system is entitled to all the attributes of property ownership, which necessarily includes possession. However, the Court has also emphasized that “an ejectment case will not necessarily be decided in favor of one who has presented proof of ownership of the subject property. Key jurisdictional facts constitutive of the particular ejectment case filed must be averred in the complaint and sufficiently proven.” In the case of *Javelosa vs. Tapus, et al.*, the Court explained that:

It is an elementary principle of civil law that the owner of real property is entitled to the possession thereof as an attribute of his or her ownership. In fact, the holder of a Torrens Title is the rightful owner of the property thereby covered, and is entitled to its possession. This notwithstanding, “the owner cannot simply wrest possession thereof from whoever is in actual occupation of the property.” Rather, to recover possession, the owner must first resort to the proper judicial remedy, and thereafter, satisfy all the conditions necessary for such action to prosper.<sup>43</sup>

The case of *Corpuz vs. Spouses Agustin*<sup>44</sup> is a jurisprudential example of an ejectment controversy decided against the registered owner. In the said case, the Court dismissed the unlawful detainer case since petitioner therein did not prove that respondents’ continued possession of the subject properties was by mere tolerance of his father, except by mere allegation. The Court also underscored the established fact that the respondents therein have been in continuous possession of the subject property for more than three decades, which was also in the concept of an owner and not by mere tolerance.

<sup>40</sup> Id. at 31.

<sup>41</sup> See *Nabo vs. Buenviaje*, G.R. No. 224906, 7 October 2020.

<sup>42</sup> Id.

<sup>43</sup> Id.

<sup>44</sup> 679 Phil. 352 (2012).



Ineluctably, this doctrine was reiterated in *Iglesia De Jesucristo Jerusalem Nueva of Manila, Philippines, Inc. vs. Dela Cruz*,<sup>45</sup> where the ejectment case was likewise dismissed for failure of the petitioner therein to substantiate the claim that it merely tolerated respondents' possession of the disputed property.

Upon these disquisitions, as in any ejectment proceedings, a registered owner must still prove the following jurisdictional averments:

1. That initially, the possession of the property by the defendant was by contract with or by tolerance of the plaintiff;
2. That eventually, such possession became illegal upon notice by plaintiff to defendant of the termination of the latter's right of possession;
3. That thereafter, the defendant remained in possession of the property and deprived the plaintiff of the enjoyment thereof; and
4. That within one year from the last demand on defendant to vacate the property, the plaintiff instituted the complaint for ejectment.<sup>46</sup>

As adumbrated above, the CA considered petitioner's evidence on her purported tolerance of Amelia's possession as wanting and adjudged the contract between them to be an equitable mortgage due to the presence of the essential requisites of an equitable mortgage, as well as badges thereof under paragraphs (2) and (3) of Article 1602, viz.:

ART. 1602. The contract shall be presumed to be an equitable mortgage, in any of the following cases:

- (1) When the price of the sale with right to repurchase is unusually inadequate;
- (2) When the vendor remains in possession as lessee or otherwise;**
- (3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;**
- (4) When the purchaser retains for himself a part of the purchase price;
- (5) When the vendor binds himself to pay the taxes on the thing sold;

---

<sup>45</sup> 830 Phil. 547 (2018).

<sup>46</sup> Supra note 41, citing *Cabrera, et al. vs. Getaruela, et al.* 604 Phil. 59 (2009).

9

(6) In any case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.

In any of the foregoing case, any money, fruits, or other benefit to be received by the vendee as rent or otherwise shall be considered as interest which shall be subject to the usury laws.<sup>47</sup>

Parenthetically, the Court would like to draw attention to the cold hard fact that petitioner did not assign any error with respect to the above findings. Notably, the Court has recently held that the question of whether a contract is an equitable mortgage is a question of fact<sup>48</sup> which is generally not reviewable in a Petition for Review under Rule 45.<sup>49</sup> All the same, the Court finds no serious error in the CA's *provisional* ruling on ownership considering that it is a mere straightforward application of the rule that the presence of even one of the circumstances enumerated in Article 1602 suffices to convert a purported contract of sale into an equitable mortgage.<sup>50</sup> Verily, it is undisputed from the records that Amelia remained in possession of the premises as a lessee, which is one of the badges of equitable mortgage. To this end, petitioner did not adequately expound why she allowed Amelia to indefinitely retain possession of the property in spite of her failure to pay rent and to repurchase the same. When in doubt, courts are generally inclined to construe a transaction purporting to be a sale as an equitable mortgage, which involves a lesser transmission of rights and interests over the property in controversy.<sup>51</sup> As the transaction between the parties herein is demonstrably one of equitable mortgage, petitioner did not become owner of the subject property but a mere mortgagee thereof.<sup>52</sup>

Given the foregoing discourse, it is crystal clear that petitioner failed to sufficiently comply with all the requirements necessary for the success of an unlawful detainer suit. In light of the finding that the Deed of Sale between petitioner and Amelia was in truth an equitable mortgage, it was properly determined that the latter's possession of the contested realty was in the concept of an owner and not by mere tolerance. Thence, petitioner failed to substantiate and prove that she had a better right of possession over the property. Consistent with the Court's dicta in *Corpuz vs. Spouses Agustin*<sup>53</sup> and *Iglesia De Jesucristo Jerusalem Nueva of Manila, Philippines, Inc. vs. Dela Cruz*,<sup>54</sup> the Complaint for Unlawful Detainer and Damages was correctly dismissed by the CA.

---

<sup>47</sup> Emphases supplied.

<sup>48</sup> See *Aljem's Credit Investors Corp. vs. Spouses Bautista*, G.R. No. 215175, 25 April 2022.

<sup>49</sup> See *Hidalgo vs. Velasco*, 831 Phil. 190, 202 (2018).

<sup>50</sup> See *Spouses Sy vs. De Vera-Navarro*, G.R. No. 239088, 3 April 2019, 900 SCRA 243, 257.

<sup>51</sup> *Id.*

<sup>52</sup> See *Dacquel vs. Spouses Sotelo*, G.R. No. 203946, 4 August 2021.

<sup>53</sup> *Supra* note 44.

<sup>54</sup> *Supra* note 45.



*There was no collateral attack on petitioner's TCT.*

In *Heirs of Cullado vs. Gutierrez*,<sup>55</sup> the Court, sitting *en banc*, addressed the question of whether the resolution of the issue of ownership in an ejectment case can be treated as a collateral attack on a TCT. Answering in the negative, the Court stressed that the provisional nature of such determination cannot be considered as a “real attack” on the title, to wit:

When the ejectment court thus resolves the issue of ownership based on a certificate of title to determine the issue of possession, the question is posed: is this a situation where the Torrens title is being subjected to a collateral attack proscribed by Section 48 of Presidential Decree No. (PD) 1529 or the Property Registration Decree, *viz.*: “A certificate of title shall not be subject to collateral attack. It cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law.” **The answer to this is “No” because there is no real attack, whether direct or collateral, on the certificate of title in question for the simple reason that the resolution by the ejectment court cannot alter, modify, or cancel the certificate of title.** Thus, the issue of whether the attack on a Torrens title is collateral or direct is immaterial in forcible entry and unlawful detainer cases because **the resolution of the issue of ownership is allowed by the Rules of Court on a provisional basis only.** To repeat: when the issue of ownership is raised by the defendant in his pleadings and the question of possession cannot be resolved without deciding the issue of ownership, **the issue of ownership shall be resolved only to determine the issue of possession.**<sup>56</sup>

The certificate of title is thus never imperiled in an ordinary ejectment suit because the decision of the ejectment court on the issue of ownership is merely provisional.<sup>57</sup> Significantly, the above ruling is in accord with Sections 16 and 18, Rule 70 of the Rules of Court. Whence, the CA properly relied<sup>58</sup> on the Court’s explication in *Heirs of Cullado*<sup>59</sup> when it gave short shrift to petitioner’s hypothesis that her TCT had been collaterally attacked.

*One final cadence.* Petitioner’s obstinate insistence that the CA’s judgment must be reversed to avoid multiplicity of suits is fundamentally flawed.<sup>60</sup> The Court has consistently affirmed that there is a difference in the causes of action in cases involving ejectment and recovery of ownership. The doctrinal teachings of this Court in *Spouses Tobias vs. Gonzales*<sup>61</sup> on this matter is instructive—

<sup>55</sup> G.R. No. 212938, 30 July 2019, 911 SCRA 557.

<sup>56</sup> *Id.* at 571. Additional emphases supplied.

<sup>57</sup> *Id.* at 574.

<sup>58</sup> *Rollo*, p. 47.

<sup>59</sup> *Supra* note 55.

<sup>60</sup> *Rollo*, p. 31.

<sup>61</sup> G.R. No. 232176, 17 February 2021.

*J*

Here, the elements of forum shopping are not present. It must be recalled that respondents, in the beginning, filed an unlawful detainer suit. Afterwards, respondents filed an action to recover possession based on ownership or *accion reivindicatoria*.

While it is true that the parties and the subject matter in both cases are the same, the causes of action and the reliefs prayed for are different from each other. x x x.

Indeed, *accion reivindicatoria* is an action for the recovery of ownership which includes the recovery of possession. The rationale of the rule regarding the difference of unlawful detainer to *accion reivindicatoria* is that **the former involves only the issue of material possession or possession de facto, while the latter involves the question of ownership. There may be identity of parties and subject matter, but not of the cause of action or the relief prayed for.**<sup>62</sup>

At this juncture, it is apropos to remind not only the parties, but also the Bench, the Bar, and the public of the limited binding effect of the resolution of the issue of ownership in cases of forcible entry or unlawful detainer, as well as *accion publiciana*, thus:

As a **final note**, we stress that our ruling in this case is limited only to the issue of determining who between the parties has a better right to possession. This adjudication is not a final and binding determination of the issue of ownership. As such, this is not a bar for the parties or even third persons to file an action for the determination of the issue of ownership.<sup>63</sup>

**WHEREFORE**, the Petition for Review on *Certiorari* is hereby **DENIED**. The *Decision* dated 6 March 2020 and the *Resolution* dated 20 January 2021 of the Court of Appeals (CA) in CA-G.R. SP No. 159665 are **AFFIRMED**.

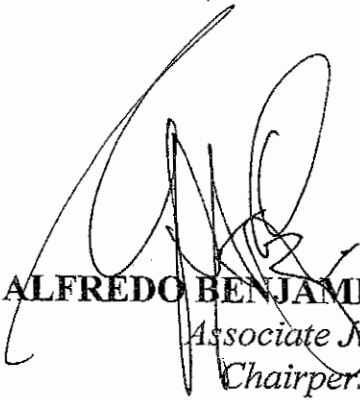
**SO ORDERED.**

  
**JAPAR B. DIMAAMPAO**  
Associate Justice

<sup>62</sup> Id. Emphasis supplied; citations omitted.

<sup>63</sup> See *Camarines Sur Teachers and Employees Association, Inc. vs. Province of Camarines Sur*, G.R. No. 199666, 7 October 2019, 921 SCRA 532, 569. See also *Macutay vs. Samoy*, G.R. No. 205559, 2 December 2020.

**WE CONCUR:**




**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*  
*Chairperson*



**HENRI JEAN PAUL B. INTING**  
*Associate Justice*



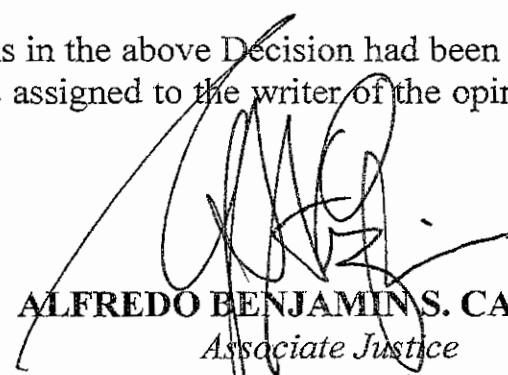
**MARIC V. LOPEZ**  
*Associate Justice*



**SAMUEL H. GERLAN**  
*Associate Justice*

**ATTESTATION**

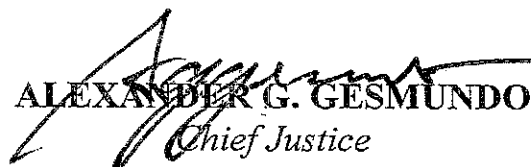
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*  
*Chairperson, Third Division*

**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 this Court.

  
ALEXANDER G. GESMUNDO  
*Chief Justice*