the RTC lost its power to try, at the first instance, cases of boundary disputes, and it is only when the intermediary steps have failed that resort to the RTC will follow as provided in the laws.

Thus, the Court of Appeals correctly held that the RTC was correct in dismissing the petition due to lack of jurisdiction. Indeed, whenever it appears that the court has no jurisdiction over the subject matter, the action shall be dismissed. This defense may be interposed at any time, during appeal or even after final judgment. Such is understandable, as this kind of jurisdiction is conferred by law and not within the courts, let alone the parties, to themselves determine or conveniently set aside.[33]

**WHEREFORE,** in view of the foregoing, this petition is **DENIED** for lack of merit. The Decision dated January 30, 2009 and Resolution dated March 31, 2009 of the Court of Appeals are **AFFIRMED.**

**SO ORDERED.**

*Velasco, Jr.* (*Chairperson*), *Peralta, Perez,* and *Reyes, JJ.,* concur.

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**THIRD DIVISION**

[G.R. No. 187850. August 17, 2016]

**ANITA U. LORENZANA,** *petitioner, vs.* **RODOLFO LELINA,** *respondent.*

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[33] *Machado v. Gatdula,* G.R. No. 156287, February 16, 2010, 612 SCRA 546, 559-560, citing *Lozon v. National Labor Relations Commission,* G.R. No. 107660, January 2, 1995, 240 SCRA 1, 11.

**SYLLABUS**

1. **REMEDIAL LAW; EVIDENCE; BEST EVIDENCE RULE; COURTS ARE NOT PRECLUDED TO ACCEPT IN EVIDENCE A MERE PHOTOCOPY OF A DOCUMENT WHEN NO OBJECTION WAS RAISED WHEN IT WAS FORMALLY OFFERED.—** The best evidence rule requires that when the subject of inquiry is the contents of a document, no evidence is admissible other than the original document itself except in the instances mentioned in Section 3, Rule 130 of the Revised Rules of Court. As such, mere photocopies of documents are inadmissible pursuant to the best evidence rule. Nevertheless, evidence not objected to is deemed admitted and may be validly considered by the court in arriving at its judgment. Courts are not precluded to accept in evidence a mere photocopy of a document when no objection was raised when it was formally offered. In order to exclude evidence, the objection to admissibility of evidence must be made at the proper time, and the grounds specified. Objection to evidence must be made at the time it is formally offered. In case of documentary evidence, offer is made after all the witnesses of the party making the offer have testified, specifying the purpose for which the evidence is being offered. It is only at this time, and not at any other, that objection to the documentary evidence may be made. And when a party failed to interpose a timely objection to evidence at the time they were offered in evidence, such objection shall be considered as waived. This is true even if by its nature the evidence is inadmissible and would have surely been rejected if it had been challenged at the proper time. Moreover, grounds for objection must be specified in any case. Grounds for objections not raised at the proper time shall be considered waived, even if the evidence was objected to on some other ground. Thus, even on appeal, the appellate court may not consider any other ground of objection, except those that were raised at the proper time.

2. **CIVIL LAW; SPECIAL CONTRACTS; SALES; SALE OF REAL ESTATE; WHERE LAND IS SOLD FOR A LUMP SUM AND NOT SO MUCH PER UNIT OF MEASURE OR NUMBER, THE BOUNDARIES OF THE LAND STATED IN THE CONTRACT DETERMINE THE EFFECTS AND SCOPE OF THE SALE, AND NOT ITS AREA.—** [W]e have

consistently ruled that what really defines a piece of land is not the area, calculated with more or less certainty mentioned in the description, but its boundaries laid down, as enclosing the land and indicating its limits. Where land is sold for a lump sum and not so much per unit of measure or number, the boundaries of the land stated in the contract determine the effects and scope of the sale, and not its area. This is consistent with Article 1542 of the Civil Code.

**3. REMEDIAL LAW; CIVIL ACTIONS; EXECUTION OF JUDGMENT; MONEY JUDGMENTS ARE ENFORCEABLE ONLY AGAINST PROPERTY UNQUESTIONABLY BELONGING TO THE JUDGMENT DEBTOR ALONE.—** Money judgments are enforceable only against property unquestionably belonging to the judgment debtor alone. If property belonging to any third person is mistakenly levied upon to answer for another man's indebtedness, the Rules of Court gives such person all the right to challenge the levy through any of the remedies provided for under the rules, including an independent "separate action" to vindicate his or her claim of ownership and/or possession over the foreclosed property.

**4. ID.; ID.; ID.; AS A RULE, IF AT THE TIME OF LEVY AND SALE BY THE SHERIFF, THE PROPERTY DID NOT BELONG TO THE CONJUGAL PARTNERSHIP BUT WAS PARAPHERNAL PROPERTY, SUCH PROPERTY MAY NOT BE ANSWERABLE FOR THE OBLIGATION OF THE HUSBAND WHICH RESULTED IN THE JUDGMENT AGAINST HIM IN FAVOR OF ANOTHER PERSON; CASE AT BAR.—** As a rule, if at the time of the levy and sale by the sheriff, the property did not belong to the conjugal partnership, but was paraphernal property, such property may not be answerable for the obligations of the husband which resulted in the judgment against him in favor of another person. The levied property being exclusive property of Ambrosia, and Ambrosia not being a party to the collection case, the levied property may not answer for Aquilino's obligations. Even assuming that the levied property belonged to the conjugal partnership of Ambrosia and Aquilino, it may still not be levied upon because petitioner did not present proof that the obligation redounded to the benefit of the family. More importantly, Aquilino's interest over a portion of the levied property as conjugal property is merely inchoate prior to the liquidation

of the conjugal partnership. Thus, we find that the levied property may not answer for the obligations of Aquilino because the latter does not own it at the time of the levy.

**APPEARANCES OF COUNSEL**

*Andres Marcelo Padernal Guerrero & Paras* for petitioner.
*Artuz Bello Borja Law Office* for respondent.

**D E C I S I O N**

**JARDELEZA, *J.*:**

This is a petition for review on *certiorari*[1] under Rule 45 of the Revised Rules of Court filed by Anita U. Lorenzana (petitioner) from the Court of Appeals' (CA) Decision[2] dated April 30, 2008 (CA Decision) and the Resolution[3] dated April 27, 2009 in CA-G.R. CV No. 86187. The CA affirmed the Regional Trial Court (RTC) Decision[4] dated March 7, 2005 (RTC Decision) upholding Rodolfo Lelina's (respondent) ownership over the half of the 16,047 square meters (sq. m.) of land claimed by petitioner, and cancelling the Deed of Final Conveyance and Tax Declaration in petitioner's name.[5]

**Facts**

On April 1, 1975, Ambrosia Lelina (Ambrosia), married to Aquilino Lelina (Aquilino), executed a Deed of Absolute Sale[6] over one-half (½) of an undivided parcel of land covered by

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[1] *Rollo,* pp. 11-44.

[2] *Id.* at 46-61, penned by Associate Justice Marlene Gonzales-Sison, with Justices Lucenito N. Tagle and Amelita G. Tolentino, concurring.

[3] *Id.* at 63-64, penned by Associate Justice Marlene Gonzales-Sison, with Justices Amelita G. Tolentino and Estela M. Perlas-Bernabe, concurring.

[4] *Id.* at 125-162.

[5] *Id.* at 161.

[6] *Id.* at 71-72.

Tax Declaration (TD) No. 14324-C (property) in favor of her son, the respondent. The Deed of Absolute Sale, however, specified only an area of 810 sq. m. as the one-half (½) of the property covered by the tax declaration.[7] Nevertheless, the Deed of Absolute Sale contained the description of the land covered by TD No. 14324-C, as follows: "[b]ounded on the: North by Constancio Batac-& National highway[,] East by Cecilio Lorenzana, South by Cr[ee]k, and West by Andres Cuaresma."[8]

Immediately after the execution of the Deed of Absolute Sale, respondent took possession of the property. Since then, the tenants of the property, Fidel Labiano, Venancio Lagria, and Magdalena Lopez, continued to deliver his share of the produce of the property as well as produce of the remaining half of the land covered by TD No. 14324-C until December 1995.[9]

Around August 1996,[10] respondent and his three tenants were invited at the Municipal Agrarian Office of Tagudin, Ilocos Sur for a conference where they were informed that the property is already owned by petitioner by virtue of a Deed of Final Conveyance and TD No. 11-21367-A both in the name of petitioner.[11] Alerted by the turn of events, respondent filed a complaint for quieting of title and cancellation of documents[12] on September 24, 1996, with the RTC Branch 25, Tagudin, Ilocos Sur, claiming that there appears to be a cloud over his ownership and possession of the property.

In her Answer,[13] petitioner alleged that she acquired a land with an area of 16,047 sq. m. through a foreclosure sale. Petitioner

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[7] *Id.* at 71.

[8] *Id.*

[9] *Rollo,* p. 48.

[10] *Id.* at 66, 69.

[11] *Id.* at 49.

[12] *Id.* at 65-70. An Amended Complaint dated December 12, 1996 was filed by respondent, *id.* at 77-82.

[13] *Id.* at 83-87.

claims that she became the judgment creditor in a case for collection of sum of money[14] (collection case) she filed against Aquilino, and the decision in her favor became final on March 20, 1975, with an Entry of Judgment issued on April 10, 1975.[15] Thereafter, by virtue of a writ of execution to enforce the decision in the collection case, the sheriff levied on a land with an area of 16,047 sq. m. covered by the TD No. 11-05370-A[16] (levied property) under the name of Ambrosia. Petitioner claimed that she emerged as the sole and highest bidder when the levied property was auctioned. An auction sale was conducted on September 29, 1977 and a Certificate of Sale was issued in favor of petitioner. The same Certificate of Sale was registered with the Register of Deeds on October 18, 1977.[17] No redemption having been made despite the lapse of the one year period for redemption, a Deed of Final Conveyance[18] was issued in her favor on October 9, 1978. The same was registered with the Register of Deeds of Ilocos Sur on October 16, 1978.[19]

During trial, it was undisputed that the property is found within the levied property.[20] The levied property has the following boundaries: North by Constancio Batac; East by National Road and heirs of Pedro Mina & Cecilio Lorenzana; South by Creek; and West by Andres Cuaresma, Eladio Ma and Creek.[21] It was further shown that the Deed of Final Conveyance expressly describes the levied property as registered and owned by Ambrosia.[22]

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[14] *Id.* at 84. Docketed as Civil Case No. 622-R, titled *Anita U. Lorenzana, assisted by her husband Solomon L. Lorenzana, plaintiff, v. Aquilino Lelina, defendant*.

[15] Records, p. 346.

[16] *Rollo*, pp. 73-74.

[17] *Id*. at 88.

[18] *Id*. at 88-90.

[19] *Id.* at 89.

[20] TSN, October 5, 2004, pp. 15 & 20.

[21] *Rollo*, p. 88.

[22] *Id.*; See also TSN, August 21, 2001, p. 19 and TSN, October 7, 2003, pp. 4-5.

Petitioner testified that she did not immediately possess the levied property, but only did so in 1995.[23] On the other hand, respondent testified that sometime in 1975 and prior to the sale of the property to him, the other half of the levied property was owned by Godofredo Lorenzana (Godofredo).[24] He also claimed that he and Godofredo have agreed that he will hold in trust the latter's share of produce from the other half of the land.[25]

After trial, respondent submitted his Memorandum[26] dated December 16, 2004 where he explained that the land he was claiming was the one-half (½) of the 16,047 sq. m. formerly covered by TD No. 14324-C described in the Deed of Absolute Sale. Thus, he prayed that his title to the property, *i.e.* the one-half (½) of the levied property, be upheld.

The RTC upheld respondent's ownership over the half of the levied property.[27] It ruled that the levied property is exclusively owned by Ambrosia, and could not be held to answer

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[23] TSN, October 5, 2004, pp. 20-21.

[24] TSN, September 14, 2000, p. 7.

[25] TSN, September 14, 2000, p. 7.

[26] *Rollo,* pp. 117-124.

[27] *Id.* at 161-162; records, pp. 420-421. The dispositive portion of the RTC Decision reads:

[IN LIGHT] OF THE FOREGOING FACTS, judgment is hereby rendered declaring plaintiff Rodolfo Lelina as the rightful owner of one-half (½) of the land described in Tax Declaration [N]o. 11-05730-A/11-21367-A, the entire area of the land of which is 16,047 square meters/1.6047 hectares. Defendant Anita Lorenzana is hereby ordered to desist from claiming ownership of that undivided one-half portion of the property situated at Bimmanga, Tagudin, Ilocos Sur covered by Tax Declaration [N]o. 11-05730-A in the name of Ambrosia L. Lelina.

The Provincial Assessor of Ilocos Sur is hereby ordered to cancel Tax Declaration [N]o. 11-21367-A and to issue another tax declaration in the name of the new owner Rodolfo Lelina of Tagudin, Ilocos Sur, by virtue of the Deed of Sale executed by Ambrosia Lelina former owner of the land in suit. The other half of the property to be held in trust by plaintiff Rodolfo Lelina in favor of Godofredo Lorenzana.

for the obligations of her husband in the collection case.[28] As a result, it declared the Deed of Final Conveyance dated October 9, 1978, as well as the proceedings taken during the alleged auction sale of levied property, invalid and without force and effect on Ambrosia's paraphernal property.[29] It also cancelled the TD No. 11-21367-A in the name of petitioner.[30]

Petitioner filed a notice of appeal from the RTC Decision. In her Appellant's Brief,[31] petitioner argued that the trial court erred: (1) in awarding one-half (½) of the levied property, which is more than the 810 sq. m. prayed for in the complaint; (2) in ruling that the Deed of Final Conveyance in favor of petitioner is invalid; and (3) in awarding litigation expenses and attorney's fees in favor of respondent.

The CA affirmed the findings of the RTC and upheld respondent's ownership over the property.[32] It ruled that the

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The three (3) tenants, namely: Fidel Labiano, Venancio Lagria and Magdalena Lopez, are hereby ordered to deliver to plaintiff Rodolfo Lelina or his heirs the share of the harvest of the land;

Further, the defendant is hereby ordered to reimburse the value of the produce of one-half portion of the land in suit from December 1995 up to year 2000, and to pay the plaintiff FIVE THOUSAND PESOS (₱5,000.00) by way of litigation expenses, and TEN THOUSAND PESOS (₱10,000.00) as reasonable attorney's fees.

Finally, the Clerk of Court is hereby ordered to deliver to Rodolfo Lelina the amount presently deposited by the tenants as the owner's share in the produce of the land since 2001 up to the present, receipt of which should be attached to the records.

No pronouncement as to the costs of the suit.

Let copy of this decision furnish each counsel and parties.

SO ORDERED.

[28] *Rollo*, pp. 158-159.

[29] *Id.* at 160-161.

[30] *Id.* at 161.

[31] CA *rollo*, pp. 75-122.

[32] *Rollo*, p. 60. The dispositive portion of which reads:

**WHEREFORE,** premises considered, the present appeal is hereby **DISMISSED** and the challenged Decision of the Regional Trial Court of

power of the court in the execution of its judgment extends only to properties unquestionably belonging to the judgment debtor. Since Ambrosia exclusively owned the levied property, the sheriff in the collection case, on behalf of the court, acted beyond its power and authority when it levied on the property. Consequently, petitioner cannot rely on the execution sale in proving that she has better right over the property because such execution sale is void.[33] Finding petitioner's claim over the property as invalid, the CA upheld respondent's right to the removal of the cloud on his title.[34] The CA deleted the award of litigation expenses and attorney's fees, there being no finding of facts in the RTC Decision that warrants the same.[35]

Hence, this petition.

**Arguments**

Petitioner argues that respondent's sole basis for his claim of ownership over the property is the Deed of Absolute Sale, the original of which was not presented in court. Since only the photocopy of the Deed of Absolute Sale was presented, its contents are inadmissible for violating the best evidence rule. Thus, respondent's claim of ownership should be denied.[36]

Petitioner next claims that even if the Deed of Absolute Sale be considered in evidence, it only proves respondent's ownership over the 810 sq. m., and not the half of the 16,047 sq. m. levied property. Accordingly, the area of the lot awarded should be limited to what was prayed for in the complaint.[37]

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Tagudin, Ilocos Sur, Branch 25, in Civil Case No. 0783-T is **AFFIRMED** with **MODIFICATION** as regards to the award of litigation expenses and attorney's fees which are deleted.

[33] *Id.* at 54-56.

[34] *Id.* at 59.

[35] *Id.* at 60.

[36] *Id.* at 24-29.

[37] *Id.* at 32-35, 39-40.

Lastly, petitioner assails the finding that Ambrosia is the exclusive owner of the levied property. She asserts that at the very least, the levied property is jointly owned by the spouses Ambrosia and Aquilino and therefore, it may be validly held answerable for the obligations incurred by Aquilino. Accordingly, she asserts that the Deed of Final Conveyance should not have been totally invalidated but should have been upheld as to the other half of the levied property.[38] In this connection, she maintains that the lower courts should not have ordered the remaining half of the levied property be held in trust by respondent because the alleged landholding of Godofredo was not proven to be the same or even part of the levied property.[39]

**Issues**

I. Whether respondent is the owner of one-half (½) of the levied property comprising of 16,047 sq. m.

II. Whether the Deed of Final Conveyance and TD No. 11-21367-A, both in the name of petitioner, were correctly cancelled.

**Ruling**

We deny the petition.

**Discussion**

The issues raised invite a re-determination of questions of fact which is not within the province of a petition for review on *certiorari* under Rule 45 of the Revised Rules of Court. Factual findings of the trial court affirmed by the CA are final and conclusive and may not be reviewed on appeal.[40] In certain cases, we held that as an exception, a review of such factual findings may be made when the judgment of the CA is premised

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[38] *Id.* at 35-40.

[39] *Id.* at 34.

[40] *Catindig v. Vda. de Meneses,* G.R. Nos. 165851 & 168875, February 2, 2011, 641 SCRA 350, 357.

on a misapprehension of facts or a failure to consider certain relevant facts, which, if properly considered, would justify a different conclusion.[41] Petitioner invokes this exception urging us to pass upon anew the RTC and CA's findings, regarding the ownership of the property and levied property which led the lower courts to cancel the Deed of Final Conveyance and TD No. 11-21367-A under petitioner's name.

We find no reversible error committed by the RTC and CA in ruling that the Deed of Absolute Sale proves respondent's ownership over the property, and that petitioner failed to establish a registrable title on the property and levied property.

**I. Respondent is the owner of half of the levied property.**

We affirm the finding that respondent is the owner of the property equivalent to half of the levied property.

*A. Waiver of objection to the Best Evidence Rule.*

Petitioner claims that the photocopy of the Deed of Absolute Sale should not have been admitted in evidence to prove respondent's ownership over the property. We disagree.

The best evidence rule requires that when the subject of inquiry is the contents of a document, no evidence is admissible other than the original document itself except in the instances mentioned in Section 3, Rule 130 of the Revised Rules of Court. As such, mere photocopies of documents are inadmissible pursuant to the best evidence rule.[42] Nevertheless, evidence not

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[41] See *Megaworld Properties and Holdings, Inc. v. Cobarde,* G.R. No. 156200, March 31, 2004, 426 SCRA 689, 694, and *Superlines Transportation Company, Inc. v. Philippine National Construction Company*, G.R. No. 169596, March 28, 2007, 519 SCRA, 432, 441.

[42] *Caraan v. Court of Appeals*, G.R. No. 140752, November 11, 2005, 474 SCRA 543; *Decaleng v. Bishop of the Missionary District of the Philippine Islands of Protestant Episcopal Church in the United States of America*, G.R. No. 171209 & UDK-13672, June 27, 2012, 675 SCRA 145, 165-167.

objected to is deemed admitted and may be validly considered by the court in arriving at its judgment.[43] Courts are not precluded to accept in evidence a mere photocopy of a document when no objection was raised when it was formally offered.[44]

In order to exclude evidence, the objection to admissibility of evidence must be made at the proper time, and the grounds specified.[45] Objection to evidence must be made at the time it is formally offered.[46] In case of documentary evidence, offer is made after all the witnesses of the party making the offer have testified, specifying the purpose for which the evidence is being offered.[47] It is only at this time, and not at any other, that objection to the documentary evidence may be made. And when a party failed to interpose a timely objection to evidence at the time they were offered in evidence, such objection shall be considered as waived.[48] This is true even if by its nature the evidence is inadmissible and would have surely been rejected if it had been challenged at the proper time.[49] Moreover, grounds for objection must be specified in any case.[50] Grounds for objections not raised at the proper time shall be considered waived, even if the evidence was objected to on some other ground.[51] Thus, even on appeal, the appellate court may not

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[43] *Id.*

[44] *Decaleng v. Bishop of the Missionary District of the Philippine Islands of Protestant Episcopal Church in the United States of America*, *supra* at 164-167.

[45] RULES OF COURT, Rule 132, Sec. 36.

[46] *Id.*

[47] RULES OF COURT, Rule 132, Secs. 34 & 35.

[48] *Blas v. Angeles-Hutalla*, G.R. No. 155594, September 27, 2004, 439 SCRA 273, 286.

[49] *Decaleng v. Bishop of the Missionary District of the Philippine Islands of Protestant Episcopal Church in the United States of America*, *supra* note 42 at 165-166.

[50] RULES OF COURT, Rule 132, Sec. 36.

[51] *People v. Martin,* G.R. No. 172069, January 30, 2008, 543 SCRA 143, 152.

consider any other ground of objection, except those that were raised at the proper time.[52]

In this case, the objection to the Deed of Absolute Sale was belatedly raised. Respondent submitted his Formal Offer of Evidence[53] on February 12, 2003 which included the Deed of Absolute Sale as Exhibit A. While petitioner filed a Comment and Objection[54] on February 21, 2003, she only objected to the Deed of Absolute Sale for being self-serving. In the Order[55] dated February 27, 2003, the RTC admitted the Deed of Absolute Sale, rejecting the objection of petitioner. Having failed to object on the ground of inadmissibility under the best evidence rule, petitioner is now deemed to have waived her objection on this ground and cannot raise it for the first time on appeal.[56]

*B. The Deed of Absolute Sale sufficiently proves respondent's ownership over the property.*

We stress that petitioner does not question the validity of the sale, but merely the admissibility of the deed. Having been admitted in evidence as to its contents, the Deed of Absolute Sale sufficiently proves respondent's ownership over the property. The deed, coupled with respondent's possession over the property since its sale in 1975 until 1995, proves his ownership.

Petitioner maintains that without conceding the correctness of the CA Decision, respondent's ownership of the land should only be limited to 810 sq. m. in accordance with his complaint and evidence presented. Thus, the CA went over and beyond the allegations in the complaint making its finding devoid of factual basis.[57]

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[52] *Id*., citing *Cabugao v. People*, G.R. No. 158033, July 30, 2004, 435 SCRA 624, 633-634.

[53] Records, p. 283.

[54] *Id.* at 285-286.

[55] *Id.* at 288-289.

[56] *People v. Martin, supra.*

[57] *Rollo*, pp. 34-35.

We note that petitioner actively participated in the proceedings below. During the course of trial she was confronted with the issue of ownership of the levied property, and she admitted that the property is found within the former.[58] From the beginning, petitioner was apprised of respondent's claim over the half of the land described in the Deed of Absolute Sale, which has the same boundaries as the land described in TD No. 11-05730-A. While respondent in his complaint stated a claim for an area of only 810 sq. m., he adequately clarified his claim for the one-half (½) of the levied property in his Memorandum[59] dated December 16, 2004 before the RTC. Hence, it could not be said that petitioner was deprived of due process by not being notified or given the opportunity to oppose the claim over half of the levied property.

At any rate, we have consistently ruled that what really defines a piece of land is not the area, calculated with more or less certainty mentioned in the description, but its boundaries laid down, as enclosing the land and indicating its limits.[60] Where land is sold for a lump sum and not so much per unit of measure or number, the boundaries of the land stated in the contract determine the effects and scope of the sale, and not its area.[61] This is consistent with Article 1542 of the Civil Code which provides:

> Art. 1542. In the sale of real estate, made for a lump sum and not at the rate of a certain sum for a unit of measure or number, there shall be no increase or decrease of the price, although there be a greater or lesser areas or number than that stated in the contract.
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> The same rule shall be applied when two or more immovables are sold for a single price; but **if, besides mentioning the boundaries, which is indispensable in every conveyance of real estate, its area**

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[58] TSN, October 5, 2004, pp. 15 & 20.

[59] *Rollo*, pp. 117-124.

[60] *Balantakbo v. Court of Appeals*, G.R. No. 108515, October 16, 1995, 249 SCRA 323, 326.

[61] *Id.* at 327.

**or number should be designated in the contract, the vendor shall be bound to deliver all that is included within said boundaries, even when it exceeds the area or number specified in the contract**; and, should he not be able to do so, he shall suffer a reduction in the price, in proportion to what is lacking in the area or number, unless the contract is rescinded because the vendee does not accede to the failure to deliver what has been stipulated. (Emphasis supplied.)

In this case, the land covered by TD No. 14324-C in the Deed of Absolute Sale, from where the one-half (½) portion belonging to respondent is taken, has the following boundaries: North by Constancio Batac & National Highway; East by Cecilio Lorenzana; South by Creek; and West by Andres Cuaresma.[62] This is the same extent and location of the lot covered in the Deed of Final Conveyance, TD No. 11-05730-A in Ambrosia's name, and petitioner's TD No. 11-21367-A. This description should prevail over the area specified in the Deed of Absolute Sale. Thus, we agree with the courts below that respondent owns half of the levied property.

Respondent having been able to make a *prima facie* case as to his ownership over the property, it was incumbent upon petitioner to prove her claim of ownership over the levied property by preponderance of evidence. In *Dantis v. Maghinang, Jr.*,[63] citing *Jison v. Court of Appeals*,[64] we held:

Simply put, he who alleges the affirmative of the issue has the burden of proof, and upon the plaintiff in a civil case, the burden of proof never parts. However, in the course of trial in a civil case, once plaintiff makes out a *prima facie* case in his favor, the duty or the burden of evidence shifts to defendant to controvert plaintiff's *prima facie* case, otherwise, a verdict must be returned in favor of plaintiff. Moreover, in civil cases, the party having the burden of proof must produce a preponderance of evidence thereon, with plaintiff having to rely on the strength of his own evidence and not upon the weakness of the defendant's. The concept of "preponderance of

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[62] *Rollo,* p. 71.

[63] G.R. No. 191696, April 10, 2013, 695 SCRA 599.

[64] G.R. No. 124853, February 24, 1998, 286 SCRA 495, 532.

evidence" refers to evidence which is of greater weight, or more convincing, that which is offered in opposition to it; at bottom, it means probability of truth.[65]

As correctly found by both the RTC and CA, petitioner failed to establish her claim over the levied property. Petitioner has been inconsistent in her versions as to how she acquired ownership over the levied property. In her Answer, she claims that she is the owner of the levied property by virtue of having been the highest bidder in the public auction to execute the decision in the collection case.[66] During her testimony, however, she contradicts herself by claiming that the levied property was awarded to her husband by her father-in-law or the brother of Ambrosia, and the latter's husband Aquilino was merely appointed as administrator of the land.[67] The inconsistencies between these claims are glaring because if the levied property was truly awarded to her by her father-in-law, she could have just vindicated her claim in an independent action, and not participate in the public auction. Moreover, this is inconsistent with her claim that Aquilino was the owner of the levied property which is answerable for Aquilino's debt.[68] Thus, the RTC and CA correctly did not give credence to these versions but instead considered that her claim of ownership is anchored only on the Deed of Final Conveyance.

Petitioner's ownership anchored on this Deed of Final Conveyance, however, likewise fails.

**II. The Deed of Final Conveyance and TD No. 11-21367-A were correctly cancelled.**

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[65] *Dantis v. Maghinang, Jr., supra* at 609-610.

[66] *Rollo*, p. 84.

[67] TSN, April 13, 2004, pp. 11-12.

[68] *Rollo*, pp. 21-23.

Money judgments are enforceable only against property unquestionably belonging to the judgment debtor alone.[69] If property belonging to any third person is mistakenly levied upon to answer for another man's indebtedness, the Rules of Court gives such person all the right to challenge the levy through any of the remedies provided for under the rules, including an independent "separate action" to vindicate his or her claim of ownership and/or possession over the foreclosed property.[70]

The determinative question here is to whom the property belongs at the time of the levy and execution sale. To recall, respondent acquired the property through the Deed of Absolute Sale dated April 1, 1975, while petitioner bought the levied property at the public auction held on September 29, 1977. Obviously, respondent already owned the property at the time petitioner bought the levied property, and thus cannot be levied and attached for the obligations of Aquilino in the collection case.

As to the other half of the levied property, we uphold the CA and the RTC's finding that prior to its transfer to respondent and one Godofredo Lorenzana, the levied property was paraphernal property of Ambrosia. The records show that Ambrosia owned the levied property as evidenced by: (1) TD No. 11-05370-A in her name; (2) a provision in the Deed of Final Conveyance that it is Ambrosia who exclusively owns the land;[71] and (3) an admission from petitioner herself in her appellant's brief that Ambrosia is the declared owner of the levied property.[72] These pieces of evidence *vis-a-vis* petitioner's inconsistent theories of ownership, undoubtedly have more weight, and in fact had been given more weight by the courts below.

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[69] *Gagoomal v. Villacorta*, G.R. No. 192813, January 18, 2012, 663 SCRA 444, 454-455.

[70] *Id*. See also RULES OF COURT, Rule 39, Sec. 16.

[71] *Rollo*, p. 110; TSN, August 21, 2001, p. 19.

[72] CA *rollo*, p. 92.

As a rule, if at the time of the levy and sale by the sheriff, the property did not belong to the conjugal partnership, but was paraphernal property, such property may not be answerable for the obligations of the husband which resulted in the judgment against him in favor of another person.[73] The levied property being exclusive property of Ambrosia, and Ambrosia not being a party to the collection case, the levied property may not answer for Aquilino's obligations. Even assuming that the levied property belonged to the conjugal partnership of Ambrosia and Aquilino, it may still not be levied upon because petitioner did not present proof that the obligation redounded to the benefit of the family. More importantly, Aquilino's interest over a portion of the levied property as conjugal property is merely inchoate prior to the liquidation of the conjugal partnership.[74]

Thus, we find that the levied property may not answer for the obligations of Aquilino because the latter does not own it at the time of the levy. Hence, the Deed of Final Conveyance and TD No. 11-21367-A were correctly cancelled for being the outcome of an invalid levy.

A final note.

Petitioner does not have a legal claim of ownership over the property because her alleged title results from an invalid levy and execution. Thus, it is of no moment that respondent never registered the Deed of Absolute Sale, or that he never declared it for taxation purposes—petitioner does not have a valid claim over the property that would benefit from respondent's lapses.

This likewise holds true as to the other half of the levied property determined to be the property of Godofredo. Petitioner's claim that there is no basis in ordering respondent to hold in trust the other half of the levied property in favor of Godofredo fails. Records show that the CA gave credence to respondent's testimony that the other half of the levied property was sold to Godofredo, and that the latter agreed that respondent shall receive

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[73] See *Go v. Yamane*, G.R. No. 160762, May 3, 2006, 489 SCRA 107.

[74] *Id.* at 123-124.

the proceeds of the produce on behalf of Godofredo.[75] Upon such findings, it became incumbent upon petitioner to show otherwise by proving her ownership. This, however, she failed to do. Thus, petitioner cannot claim that the courts below erred in not awarding Godofredo's portion to her.

From the foregoing, we uphold respondent's ownership over the subject property, as well as the cancellation of Deed of Final Conveyance and TD No. 11-21367-A under the name of petitioner.

**WHEREFORE,** the petition is **DENIED**. The assailed Decision and Resolution of the Court of Appeals are hereby **AFFIRMED**.

**SO ORDERED.**

*Velasco, Jr.* (*Chairperson*), *Peralta, Perez,* and *Reyes, JJ.,* concur.

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**FIRST DIVISION**

[G.R. No. 189852, August 17, 2016.]

**THOMAS BEGNAEN,** *petitioner, vs.* **SPOUSES LEO CALIGTAN and ELMA CALIGTAN,** *respondents.*

**SYLLABUS**

**1. POLITICAL LAW; INDIGENOUS PEOPLES' RIGHTS ACT OF 1997 (IPRA) (REPUBLIC ACT NO. 8371); THE IPRA DOES NOT CONFER ORIGINAL AND EXCLUSIVE JURISDICTION TO THE NCIP (NATIONAL**

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[75] *Rollo*, p. 55.