FIRST DIVISION

[G.R. No. 259662. April 23, 2025]

ANTONIO AZURIN, JR. AND RAFAEL AZURIN, PETITIONERS, VS. CARLITO CHUA, RESPONDENT.

D E C I S I O N

GESMUNDO, C.J.:

This Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court filed by petitioners Antonio Azurin, Jr. and Rafael Azurin (Antonio, Jr. and Rafael) assails the Decision[2] and Resolution[3] of the Court of Appeals (CA). The CA denied the appeal of Antonio, Jr. and Rafael and affirmed the Decision[4] of Branch 9, Regional Trial Court (RTC) of Aparri, Cagayan. The RTC dismissed the complaint for legal redemption with damages filed by Antonio, Jr. and Rafael.

The Antecedents

The instant Petition arose from a complaint for legal redemption with damages involving Lot 236-A (subject property). The subject property was originally part of Lot 236 covered by Transfer Certificate of Title (TCT) No. T-102542 under the name of spouses Flaviano Azurin and Maxima Marcelino. When the spouses died intestate, the real estate was transferred and registered solely in the name of Antonio Azurin, Sr. (Antonio, Sr.), their eldest son. By presenting notarized quitclaims purportedly executed in his favor by his siblings, Antonio, Sr. was able to have Lot 236 transferred in the name of his sons, namely: Antonio, Jr., Rafael, and Larry Azurin (Larry) (collectively, Antonio, Jr. et al.).[5]

When they discovered the sole adjudication made by Antonio, Sr., the latter's siblings, namely: Adelaida Azurin-Villanueva (Adelaida), Jose Azurin, and Juliet Azurin-Sarne, filed a complaint for recovery of property with nullity of documents and certificate of titles against Antonio, Jr. et al., who were in possession of the property. This case was docketed as Civil Case No. II-2238 and raffled off to Branch 6, RTC of Aparri, Cagayan. The trial court adjudged Adelaida as the owner of one-fourth of Lot 236, covering an area of 169 square meters on the basis of the Deed of Absolute Sale dated February 15, 1984 executed by Antonio, Sr. in her favor. On appeal, the CA affirmed the ruling of the lower court. No further appeal was made to this Court.[6]

On the strength of the final and executory decision in her favor, Adelaida sold the lot to

respondent Carlito Chua (Carlito) on November 25, 2005. Afterwards, Lot 236 was surveyed and subdivided under a duly approved subdivision plan. On January 27, 2010, Lot 236-A was segregated and TCT No. T-175069 was issued in Carlito's name. Afterwards, Carlito filed a verified complaint for recovery of possession with damages against Antonio, Jr. et al., docketed as Civil Case No. II-5398 and raffled to Branch 6, Regional Trial Court of Aparri, Cagayan. In its Decision dated June 2, 2014, the trial court ruled in favor of Carlito. Consequently, a writ of execution and a writ of demolition were issued against Antonio, Jr. et al. Larry thereafter ceded his share in the disputed property in favor of Antonio, Jr. and Rafael.[7]

On March 28, 2016, Antonio, Jr. and Rafael filed a complaint for legal redemption with damages against Carlito.[8]

The RTC Ruling

The RTC dismissed Antonio, Jr. and Rafael's complaint. Unfortunately, no copy of the November 29, 2018 Decision of the trial court was attached to the Petition. As culled from the CA Decision, the *fallo* of the RTC ruling reads as follows:

> **WHEREFORE**, premises considered, judgment is hereby rendered in favor of the defendant and against the plaintiffs, dismissing the complaint for lack of merit.
>
> As to defendant's counterclaim should be, as it is hereby dismissed as the plaintiffs should not be penalized for pursuing a claim which they believed to be actionable and tenable.
>
> **SO DECIDED.**[9] (Emphasis in the original)

Aggrieved by the trial court's Decision, Antonio, Jr. and Rafael appealed to the CA.

The CA Ruling

In its October 12, 2020 Decision, the CA denied the Appeal of Antonio, Jr. and Rafael and affirmed the RTC ruling. Its dispositive portion reads as follows:

> **WHEREFORE**, the *Appeal* is hereby **DENIED**. The *Decision* dated [November 29, 2018] of the Regional Trial Court, Second Judicial Region, Aparri, Cagayan, Branch 09, in Civil Case No. II-5815, is **AFFIRMED**.
>
> **SO ORDERED.**[10] (Emphasis in the original)

The appellate court held that Antonio, Jr. and Rafael failed to redeem the property within the statutory period which vested Carlito, the buyer, the absolute right over the subject property. According to the CA, the case for legal redemption was filed more than 15 years after the sale—way beyond the 30-day statutory period.[11] It added that Antonio, Jr. and Rafael failed to prove their claim that they demanded to redeem

Adelaida's share from Carlito and that the latter refused.[12] Moreover, it observed that, despite filing the complaint, Antonio, Jr. and Rafael made no actual tender in good faith.[13]

The CA further held that Antonio, Jr. and Rafael had actual knowledge of the sale. Since they are in possession of Lot 236, the appellate court opined that there is no way that they could not have known about the survey conducted prior to the segregation of Lot 236-A. In addition, TCT No. T-175069 was issued over Lot 236-A in the name of Carlito. Since a Torrens title serves as notice to the whole world, it held that no one can plead ignorance of its registration. Finally, the CA also cited the case of recovery of possession with damages filed by Carlito against Antonio, Jr. and Rafael and concluded that the latter have long known about the sale and did nothing about it.[14]

Hence, the instant Petition.

The Issues

I.

WHETHER THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT PETITIONERS HAD KNOWLEDGE OF THE SALE OF THE SUBJECT PROPERTY SINCE THEY ARE IN POSSESSION OF THE SAME.

II.

WHETHER THE HONORABLE COURT OF APPEALS ERRED IN RULING THAT THE RIGHT OF LEGAL REDEMPTION OF PETITIONERS IS ALREADY BARRED BY THE STATUTE OF LIMITATIONS.[15]

Petitioners argue that the CA committed a reversible error when it ruled that they failed to properly exercise their right of redemption within the statutory period.[16] They rely mainly on the contention that respondent never gave them any written notice of the sale. They argue that written notice is indispensable under Article 1623, notwithstanding actual knowledge of the sale acquired in some other manner by the redemptioner.[17] Given that Adelaida sold her share without notifying them in writing, they insist that the period for redemption had not yet lapsed and that they are entitled to enforce their right of redemption by filing the instant case.[18]

The Court's Ruling

The Petition is bereft of merit.

It is submitted that the written notice requirement under Article 1623 of the Civil Code may be dispensed with in the instant case due to the peculiar circumstances involved

and the laches that had set in against petitioners.

Article 1620 of the Civil Code provides:

> Article 1620. A co-owner of a thing may exercise the right of redemption in case the shares of all the other co-owners or of any of them, are sold to a third person. If the price of the alienation is grossly excessive, the redemptioner shall pay only a reasonable one.
>
> Should two or more co-owners desire to exercise the right of redemption, they may only do so in proportion to the share they may respectively have in the thing owned in common.

In relation to this provision, Article 1623 of the same code states:

> Article 1623. The right of legal pre-emption or redemption shall not be exercised except *within thirty days from the notice in writing by the prospective vendor*, or by the vendor, as the case may be. The deed of sale shall not be recorded in the Registry of Property, unless accompanied by an affidavit of the vendor that he has given written notice thereof to all possible redemptioners.
>
> The right of redemption of co-owners excludes that of adjoining owners. (Emphasis supplied)

Here, it is undisputed that Adelaida and Antonio, Jr. et al. were co-owners of Lot 236. Adelaida sold her share in said co-ownership to respondent, who is considered a third person under the law. This is precisely the factual scenario contemplated under Articles 1620 and 1623 of the Civil Code. Petitioners insist that the 30-day period had not begun to run against them because they were not given written notice of the sale between Adelaida and respondent. They insist that the written notice requirement under Article 1623 does not contemplate notice through any other means. They cite jurisprudence in support of their position.

A review of jurisprudence on the matter demonstrates that the requirement of a written notice by the vendor is mandatory and indispensable. In the September 2021 case of *Rama v. Spouses Nogra*,[19] this Court explained that it has been consistent in ruling in said manner, viz.:

> The Court has been consistent in ruling that the required written notice by the seller is *mandatory and indispensable* for the 30-day redemption period to commence. In the oft-cited case of *De Conejero v. Court of Appeals*, the Court explained:
>
> > With regard to *the written notice, we agree with petitioners that such notice is indispensable, and that, in view of the terms in which Article 1623 of the Philippine Civil Code is couched, mere knowledge of the sale, acquired in some other manner by the*

> *redemptioner, does not satisfy the statute*. The written notice was obviously exacted by the Code to remove all uncertainty as to the sale, its terms and its validity, and to quiet any doubts that the alienation is not definitive. *The statute not having provided for any alternative, the method of notification prescribed remains exclusive.*

In *Verdad v. Court of Appeals*, the Court was more emphatic on the mandatory character of the written notice:

> The written notice of sale is *mandatory*. This Court has long established the rule that *notwithstanding actual knowledge of a co-owner, the latter is still entitled to a written notice from the selling co-owner* in order to remove all uncertainties about the sale, its terms and conditions, as well as its efficacy and status.

In *Spouses Pascual v. Spouses Ballesteros*, the indispensability of the written notice to trigger the running of the 30-day period in legal redemption was also underscored:

> Anent the *second issue* asserted by the petitioners, we find no reversible error on the part of the CA in ruling that the 30-day period given to the respondents within which to exercise their right of redemption has not commenced in view of the absence of a written notice. Verily, *despite the respondents' actual knowledge of the sale to the respondents, a written notice is still mandatory and indispensable for purposes of the commencement of the 30-day period within which to exercise the right of redemption*.[20] (Emphasis in the original, citations omitted)

At this juncture, it would be proper to address the Court's June 2021 decision in *Baltazar v. Miguel*,[21] where this Court elucidated that the written notice requirement under Article 1623 has been relaxed:

> The law indeed clearly provides that a co-owner's right of redemption shall be exercised within thirty (30) days from receipt of notice of the sale. The written notice requirement, however, has long been relaxed by this Court.
>
> In *Etcuban v. Court of Appeals*, the Court held:
>
> While it is true that written notice is required by the law (Art. 1623), it is equally true that the same Art. 1623 does not prescribe any particular form of notice, nor any distinctive method for notifying the redemptioner. *So long, therefore, as the latter is informed in writing of the sale and the particulars thereof, the 30 days for redemption start running, and the redemptioner has no real cause to complain.* In the *Conejero* case, we ruled that the furnishing of a copy of the disputed deed

> of sale to the redemptioner was equivalent to the giving of written notice required by law in "a more authentic manner than any other writing could have done," and that We cannot adopt a stand of having to sacrifice substance to technicality.
>
> In another case, *Aguilar v. Aguilar*, the Court held:
>
> The old rule is that a written notice of the sale by the vendor to his co-owners is indispensable for the latter to exercise their *retracto legal de comuneros*. *More recently, however, we have relaxed the written notice requirement. Thus, in Si v. Court of Appeals, we ruled that a co-owner with actual notice of the sale is not entitled to a written notice for such would be superfluous. The law does not demand what is unnecessary.*
>
> . . . .
>
> *Petitioner has actual knowledge of the sale of Virgilio's share to Angel in 1989. As provided by Article 1623, he has [30] days from such actual knowledge within which to exercise his right to redeem the property.*
>
> The Court, based on these cases, has relaxed the strict requirement of notice of sale and held that written notice is unnecessary when the party is established to be with actual notice of the sale.[22] (Emphasis in the original, citations omitted)

Baltazar cited two cases in support of its position that the written notice requirement had been relaxed by the Court: (1) *Etcuban v. Court of Appeals*,[23] and (2) *Aguilar v. Aguilar*.[24]

A reading of *Etcuban* demonstrates that the Court did not actually relax the written notice requirement but, rather, relied on the oath of the vendors or co-owners in the deeds of sale that notice of sale had been given to prospective redemptioners in accordance with Article 1623 of the Civil Code. Meanwhile, in *Aguilar*, the Court did not expressly abandon the mandatory nature of the written notice requirement but, rather, stated that therein petitioner is guilty of laches as it took him seven years from actual knowledge of the sale to file his complaint. Accordingly, it cannot be concluded, on the basis of these two cases, that the Court has abandoned its consistent ruling that the written notice requirement under Article 1623 is mandatory and indispensable.

It is proper to interpret the written notice requirement under Article 1623 as mandatory. The law would not have specified that the notice be in written form if it did not expressly intend for such constraint. The law could have merely specified "notice" if notice, through any form, is sufficient to trigger the 30-day period to redeem. *Absoluta sententia expositore non indiget*—when the language of the law is clear, no explanation of it is required. It must be emphasized, however, that while written notice is mandatory

for the 30-day period of redemption to run, the form of such written notice need not conform to any specific kind of format so long as it informs the co-owner of the terms and conditions of the sale, as well as its validity and efficacy.

Nonetheless, while such written notice is mandatory, the Court yielded to equity in the 1987 seminal case of *Alonzo v. Intermediate Appellate Court*[25] interpreting Article 1088[26] of the Civil Code, which likewise requires written notice for the 30-day period of redemption to begin.[27]

In said case, "two (2) of the five (5) co-heirs Separately sold their property shares to the same buyers in 1963 and 1964. The buyers then occupied and enclosed the area sold to them with a fence and thereafter, built a house on it. Such conspicuous acts of the buyers led the Court to conclude that the co-heirs had undeniably acquired actual knowledge of the terms, validity, and finality of the sale, thereby enabling them to properly exercise their redemption right. Despite such knowledge, however, it took them more than a decade before they redeemed the property. The Court, therefore, dispensed with the required written notice under the law; reckoned the redemption period from the co-heirs' actual notice of the sale; and ruled that the right to redeem was already extinguished for failure to exercise it within the 30-day redemption period."[28] The Court, however, was explicit in *Alonzo* that it was not abandoning the mandatory quality of the written notice requirement. Rather, as stated in *Rama*, the Court merely allowed an exception to the strict requirement of written notice due to the presence of the following: "(1) peculiar circumstances that gave the co-owners sufficient knowledge of the sale and its particulars; and (2) laches on the part of the redemptioners."[29]

By parity of reasoning, the Court finds that it, too, must yield to equity in the instant case. There are peculiar circumstances in the case at bar that show that petitioners had sufficient knowledge of the sale and its particulars and that there is laches on their part. As correctly pointed out by the CA, Lot 236 was duly surveyed for the segregation of the subject property from it. Since petitioners were in actual possession of Lot 236 at the time, they would have known about the survey. As a result of said survey, Lot 236-A was segregated and TCT No. T-175069 was issued in respondent's name on *January 27, 2010*.[30] While the date of survey is not provided in the pleadings before the Court, it would have occurred prior to January 27, 2010. Thus, petitioners would have had actual notice by such date.

Furthermore, petitioners had actual notice of the sale when respondent filed an action for *recovery of possession with damages* against them.[31] The basis for the action filed by respondent was precisely his purchase of Adelaida's share. Thus, it cannot be denied that when said action was filed, petitioners acquired actual knowledge of the sale between Adelaida and respondent, as well as the sale's particulars. Although the records do not show the exact date when said action was filed, the trial court rendered judgment in respondent's favor on June 2, 2014. The case itself would have been filed prior to that. At the very least, petitioners could have exercised their right to redeem within a

reasonable period from their receipt of the complaint. They failed to do so.

Accordingly, the Court finds that petitioners had actual knowledge of the sale, at the latest, on January 27, 2010. They filed the complaint for legal redemption with damages only on March 28, 2016. It took them six years and two months to file their complaint. Laches has set in against them. "Laches has been defined as the failure or neglect, for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier. It is not concerned only with the mere lapse of time, but with the inequity caused by the relief-seeker's inaction."[32] Thus, the written notice requirement may be dispensed with in the instant case due to the peculiar circumstances involved and the laches that had set in against petitioners. It would be the height of inequity to allow them to redeem despite their inaction of six years and two months.

ACCORDINGLY, the Petition is **DENIED**. The October 12, 2020 Decision and February 14, 2022 Resolution of the Court of Appeals in CA-G.R. CV No. 112336 are **AFFIRMED**.

SO ORDERED.

Hernando, Zalameda, Rosario, and *Marquez, JJ.*, concur.

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[1] *Rollo*, pp. 21-35.

[2] *Id.* at 37-44. The October 12, 2020 Decision in CA-G.R. CV No. 112336 was penned by Associate Justice Japar B. Dimaampao (now a Member of this Court) and concurred in by Associate Justices Victoria Isabel A. Paredes and Walter S. Ong of the Third Division, Court of Appeals, Manila.

[3] *Id.* at 46-47. The February 14, 2022 Resolution in CA-G.R. CV No. 112336 was penned by Associate Justice Victoria Isabel A. Paredes and concurred in by Associate Justices Apolinario D. Bruselas, Jr. and Walter S. Ong of the Special Former Third Division, Court of Appeals, Manila.

[4] No copy of the November 29, 2018 Regional Trial Court Decision in Civil Case No. 11-5815 was attached to the Petition.

[5] *Rollo*, pp. 37-38.

[6] *Id.* at 38.

[7] *Id.* at 38-39.

[8] *Id.* at 39.

[9] *Id.*

[10] *Id.* at 43.

[11] *Id.* at 41.

[12] *Id.*

[13] *Id.* at 42.

[14] *Id.*

[15] *Id.* at 26.

[16] *Id.*

[17] *Id.* at 26-28.

[18] *Id.* at 29.

[19] 910 Phil. 201 (2021) [Per J. Lopez, M., First Division].

[20] *Id.* at 206-207.

[21] 905 Phil. 1005 (2021) [Per J. Delos Santos, Third Division].

[22] *Id.* at 1009-1010.

[23] 232 Phil. 471 (1987) [Per J. Paras, Second Division].

[24] 514 Phil. 376 (2005) [Per J. Sandoval-Gutierrez, Third Division].

[25] 234 Phil. 267 (1987) [Per J. Cruz, *En Banc*].

[26] Art. 1088. Should any of the heirs sell his hereditary rights to a stranger before the partition, any or all of the co-heirs may be subrogated to the rights of the purchaser by reimbursing him for the price of the sale, provided they do so within the period of one month from the time they were notified in writing of the sale by the vendor.

[27] **Alonzo v. Intermediate Appellate Court**, 234 Phil. 267, 272-273 (1987) [Per J. Cruz, *En Banc*].

[28] **Rama v. Spouses Nogra**, 910 Phil. 201, 208-209 (2021) [Per J. Lopez, M., First Division].

[29] *Id.* at 212, *citing* **Alonzo v. Intermediate Appellate Court**, 234 Phil. 267 (1987) [Per J. Cruz, *En Banc*].

[30] *Rollo*, p. 38.

[31] *Id.* at 42.

[32] **Rama v. Spouses Nogra**, 910 Phil. 201, 213-214 (2021) [Per J. Lopez, M., First Division]. (Citations omitted)

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