

## **THY WILL BE DONE by Atty. Angelo M. Cabrera**

### **When heirs are unlawfully deprived of their inheritance**

It often happens. An heir is left out of the inheritance by the collusion of co-heirs who declare themselves to be the only surviving successors entitled to the inheritance in a deed of extra-judicial settlement or partition.

Victims of this unlawful act usually involve nephews and nieces whose parent pre-deceased their grandparent. Upon death of the grandparent, they are supposed to inherit, by right of representation, the share that would have gone to their deceased parent. But by the agreement of their uncles and aunts, they are left out. Intentions may be noble at the onset, like simplifying the estate settlement process or managing the property for their minor nephews and nieces with the objective of eventually giving them their rightful share. But through time, these are forgotten and the nephews and nieces find themselves deprived of their inheritance.

Or, it may involve the first family of the deceased, who remarried and raised a second family. The second family then decides, upon death of the patriarch, to appropriate the inheritance among themselves to the exclusion of their step-siblings and signs a document to this effect.

Another usual victim is an illegitimate child, who by law is also entitled to a share in the inheritance provided that he is recognized as such by the putative parent. The legitimate children, wanting to confine the inheritance within the family, sign a legal document accordingly.

What happens when heirs are found to have deprived co-heirs of their share by falsifying a document?

In a recently decided case, the Supreme Court affirmed the conviction of a woman and her children who falsified a document that deprived a co-heir of her share in the inheritance.

Maria was the daughter of the late Pedro by his marriage to Dalia. After Dalia died, Pedro married Nora with whom he had five children.

In spite of a deed of extra-judicial partition signed by Maria and Nora as co-heirs with Nora also acting as representative of her five minor children, that Maria was to get a portion of the property left behind by her father Pedro as her share in the inheritance, Maria discovered that her right over the parcel of land was never registered by Nora, contrary to the latter's undertaking. Nora instead executed a deed of succession wherein she, together with her children, who have since reached the age of majority,

partitioned and adjudicated unto themselves the said property to the exclusion of Maria.

By virtue of the said deed of succession, several new titles were issued under the names of Nora and her children. When Maria discovered this, she filed a criminal complaint against her step mother and step siblings.

For their defense, the Nora and her children denied having signed the deed of succession. Said denial was however rejected by the court for being unsubstantiated. They also claimed good faith in that that they had never intended to exclude Maria from the inheritance, proof of which was the deed of extra judicial settlement that Maria and Nora signed, among other documents.

The trial court found Nora and her children guilty of falsification.

The Supreme Court affirmed the decision of the lower court and ruled that there can be no good faith on the part of Nora and her children since they knew of the untruthful character of statements contained in the deed of succession that they signed under oath. Two elements of the crime of falsification were committed by the inclusion in the subject deed of the clause that states, “(w)hereas, the parties hereto are the **only heirs of the decedent...**”

The Court said that it could not subscribe to the petitioners’ claim of good faith because several documents prove that they knew of the untruthful character of their statement in the deed of succession. The petitioners’ alleged good faith is disputed by their prior confirmation and recognition of Maria’s right as an heir, because despite knowledge of said fact, they included in the deed a statement to the contrary. The wrongful intent to injure Maria is clear from their execution of the deed, showing a desire to appropriate only unto themselves the subject parcel of land. Maria was unduly deprived of what was due her not only under the provisions of the law on succession, but also under contracts that she had previously executed with the petitioners. **(based on G.R. No. 186030. March 21, 2012)**