



Republic of the Philippines
SUPREME COURT
Manila

THIRD DIVISION

SYED AZHAR ABBAS,
Petitioner,

G.R. No. 183896

Present:

- versus -

GLORIA GOO ABBAS,
Respondent.

VELASCO, JR., J., Chairperson,
PERALTA,
ABAD,
MENDOZA, and
LEONEN, JJ.

Promulgated:

January 30, 2013

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Newman

DECISION

VELASCO, JR., J.:

This is a Petition for Review on Certiorari under Rule 45 of the 1997 Rules of Civil Procedure, questioning the Decision¹ of the Court of Appeals (CA) dated March 11, 2008 in CA-G.R. CV No. 86760, which reversed the Decision² in Civil Case No. 03-0382-CFM dated October 5, 2005 of the Regional Trial Court (RTC), Branch 109, Pasay City, and the CA Resolution dated July 24, 2008, denying petitioner's Motion for Reconsideration of the CA Decision.

The present case stems from a petition filed by petitioner Syed Azhar Abbas (Syed) for the declaration of nullity of his marriage to Gloria Goo-Abbas (Gloria) with the RTC of Pasay City, docketed as Civil Case No. 03-0382-CFM, and raffled to RTC Branch 109. Syed alleged the absence of a marriage license, as provided for in Article 4, Chapter I, Title 1 of Executive Order No. 269, otherwise known as the Family Code of the Philippines, as a ground for the annulment of his marriage to Gloria.

In the Marriage Contract³ of Gloria and Syed, it is stated that Marriage License No. 9969967, issued at Carmona, Cavite on January 8, 1993, was

¹ Penned by Associate Justice Celia C. Librea-Leagogo and concurred in by Associate Justices Regalado E. Maambong and Myrna Dimaranan Vidal.

² Penned by Judge Tingaraan U. Guiling.

³ *Rollo*, p. 13.

presented to the solemnizing officer. It is this information that is crucial to the resolution of this case.

At the trial court, Syed, a Pakistani citizen, testified that he met Gloria, a Filipino citizen, in Taiwan in 1991, and they were married on August 9, 1992 at the Taipei Mosque in Taiwan.⁴ He arrived in the Philippines in December of 1992. On January 9, 1993, at around 5 o'clock in the afternoon, he was at his mother-in-law's residence, located at 2676 F. Muñoz St., Malate, Manila, when his mother-in-law arrived with two men. He testified that he was told that he was going to undergo some ceremony, one of the requirements for his stay in the Philippines, but was not told of the nature of said ceremony. During the ceremony he and Gloria signed a document. He claimed that he did not know that the ceremony was a marriage until Gloria told him later. He further testified that he did not go to Carmona, Cavite to apply for a marriage license, and that he had never resided in that area. In July of 2003, he went to the Office of the Civil Registrar of Carmona, Cavite, to check on their marriage license, and was asked to show a copy of their marriage contract wherein the marriage license number could be found.⁵ The Municipal Civil Registrar, Leodivinia C. Encarnacion, issued a certification on July 11, 2003 to the effect that the marriage license number appearing in the marriage contract he submitted, Marriage License No. 9969967, was the number of another marriage license issued to a certain Arlindo Getalado and Myra Mabilangan.⁶ Said certification reads as follows:

11 July 2003

TO WHOM IT MAY CONCERN:

This is to certify as per Registry Records of Marriage License filed in this office, Marriage License No. 9969967 was issued in favor of MR. ARLINDO GETALADO and MISS MYRA MABILANGAN on January 19, 1993.

No Marriage License appear [sic] to have been issued to MR. SYED AZHAR ABBAS and MISS GLORIA F. GOO on January 8, 1993.

This certification is being issued to Mr. Syed Azhar Abbas for whatever legal purpose or intents it may serve.⁷

On cross-examination, Syed testified that Gloria had filed bigamy cases against him in 2001 and 2002, and that he had gone to the Municipal Civil Registrar of Carmona, Cavite to get certification on whether or not there was a marriage license on advice of his counsel.⁸

⁴ Id. at 47.

⁵ Id.

⁶ Id. at 12.

⁷ Id. at 10.

⁸ Id. at 48.

Petitioner also presented Norberto Bagsic (Bagsic), an employee of the Municipal Civil Registrar of Carmona, Cavite. Bagsic appeared under a letter of authority from the Municipal Civil Registrar of Carmona, Cavite, and brought documents pertaining to Marriage License No. 9969967, which was issued to Arlindo Getalado and Myra Mabilangan on January 20, 1993.⁹ Bagsic testified that their office issues serial numbers for marriage licenses and that the numbers are issued chronologically.¹⁰ He testified that the certification dated July 11, 2003, was issued and signed by Leodivina Encarnacion, Registrar of the Municipality of Carmona, Cavite, certifying that Marriage License No. 9969967 was issued for Arlindo Getalado and Myra Mabilangan on January 19, 1993, and that their office had not issued any other license of the same serial number, namely 9969967, to any other person.¹¹

For her part, Gloria testified on her own behalf, and presented Reverend Mario Dauz, Atty. Lorenzo Sanchez, Felicitas Goo and May Ann Ceriola.

Reverend Mario Dauz (Rev. Dauz) testified that he was a minister of the Gospel and a barangay captain, and that he is authorized to solemnize marriages within the Philippines.¹² He testified that he solemnized the marriage of Syed Azhar Abbas and Gloria Goo at the residence of the bride on January 9, 1993.¹³ He stated that the witnesses were Atty. Lorenzo Sanchez (Atty. Sanchez) and Mary Ann Ceriola.¹⁴ He testified that he had been solemnizing marriages since 1982, and that he is familiar with the requirements.¹⁵ Rev. Dauz further testified that Atty. Sanchez gave him the marriage license the day before the actual wedding, and that the marriage contract was prepared by his secretary.¹⁶ After the solemnization of the marriage, it was registered with the Local Civil Registrar of Manila, and Rev. Dauz submitted the marriage contract and copy of the marriage license with that office.¹⁷

Atty. Sanchez testified that he was asked to be the sponsor of the wedding of Syed Abbas and Gloria Goo by the mother of the bride, Felicitas Goo.¹⁸ He testified that he requested a certain Qualin to secure the marriage license for the couple, and that this Qualin secured the license and gave the same to him on January 8, 1993.¹⁹ He further testified that he did not know where the marriage license was obtained.²⁰ He attended the wedding ceremony on January 9, 1993, signed the marriage contract as sponsor, and

⁹ Id. at 49, "January 19, 1993" in some parts of the records.

¹⁰ Id.

¹¹ Id. at 49-50.

¹² Id. at 50.

¹³ Id.

¹⁴ Id.

¹⁵ Id.

¹⁶ Id. at 51.

¹⁷ Id.

¹⁸ Id.

¹⁹ Id.

²⁰ Id. at 52.

witnessed the signing of the marriage contract by the couple, the solemnizing officer and the other witness, Mary Ann Ceriola.²¹

Felicitas Goo testified that Gloria Goo is her daughter and Syed Azhar Abbas is her son-in-law, and that she was present at the wedding ceremony held on January 9, 1993 at her house.²² She testified that she sought the help of Atty. Sanchez at the Manila City Hall in securing the marriage license, and that a week before the marriage was to take place, a male person went to their house with the application for marriage license.²³ Three days later, the same person went back to their house, showed her the marriage license before returning it to Atty. Sanchez who then gave it to Rev. Dauz, the solemnizing officer.²⁴ She further testified that she did not read all of the contents of the marriage license, and that she was told that the marriage license was obtained from Carmona.²⁵ She also testified that a bigamy case had been filed by Gloria against Syed at the Regional Trial Court of Manila, evidenced by an information for Bigamy dated January 10, 2003, pending before Branch 47 of the Regional Trial Court of Manila.²⁶

As to Mary Ann Ceriola's testimony, the counsels for both parties stipulated that: (a) she is one of the sponsors at the wedding of Gloria Goo and Syed Abbas on January 9, 1993; (b) she was seen in the wedding photos and she could identify all the persons depicted in said photos; and (c) her testimony corroborates that of Felicitas Goo and Atty. Sanchez.

The respondent, Gloria, testified that Syed is her husband, and presented the marriage contract bearing their signatures as proof.²⁷ She and her mother sought the help of Atty. Sanchez in securing a marriage license, and asked him to be one of the sponsors. A certain Qualin went to their house and said that he will get the marriage license for them, and after several days returned with an application for marriage license for them to sign, which she and Syed did. After Qualin returned with the marriage license, they gave the license to Atty. Sanchez who gave it to Rev. Dauz, the solemnizing officer. Gloria testified that she and Syed were married on January 9, 1993 at their residence.²⁸

Gloria further testified that she has a daughter with Syed, born on June 15, 1993.²⁹

Gloria also testified that she filed a bigamy case against Syed, who had married a certain Maria Corazon Buenaventura during the existence of

²¹ Id.

²² Id. at 53.

²³ Id. at 54.

²⁴ Id.

²⁵ Id.

²⁶ Id.

²⁷ Id. at 55.

²⁸ Id.

²⁹ Id. at 56.

the previous marriage, and that the case was docketed as Criminal Case No. 02A-03408, with the RTC of Manila.³⁰

Gloria stated that she and Syed had already been married on August 9, 1992 in Taiwan, but that she did not know if said marriage had been celebrated under Muslim rites, because the one who celebrated their marriage was Chinese, and those around them at the time were Chinese.³¹

The Ruling of the RTC

In its October 5, 2005 Decision, the Pasay City RTC held that no valid marriage license was issued by the Municipal Civil Registrar of Carmona, Cavite in favor of Gloria and Syed, as Marriage License No. 9969967 had been issued to Arlindo Getalado and Myra Mabilangan, and the Municipal Civil Registrar of Carmona, Cavite had certified that no marriage license had been issued for Gloria and Syed.³² It also took into account the fact that neither party was a resident of Carmona, Cavite, the place where Marriage License No. 9969967 was issued, in violation of Article 9 of the Family Code.³³ As the marriage was not one of those exempt from the license requirement, and that the lack of a valid marriage license is an absence of a formal requisite, the marriage of Gloria and Syed on January 9, 1993 was void *ab initio*.

The dispositive portion of the Decision reads as follows:

WHEREFORE, judgment is hereby rendered in favor of the petitioner, and against the respondent declaring as follows:

1. The marriage on January 9, 1993 between petitioner Syed Azhar Abbas and respondent Gloria Goo-Abbas is hereby annulled;
2. Terminating the community of property relations between the petitioner and the respondent even if no property was acquired during their cohabitation by reason of the nullity of the marriage of the parties.
3. The Local Civil Registrar of Manila and the Civil Registrar General, National Statistics Office, are hereby ordered to cancel from their respective civil registries the marriage contracted by petitioner Syed Azhar Abbas and respondent Gloria Goo-Abbas on January 9, 1993 in Manila.

SO ORDERED.³⁴

³⁰ Id. at 57.

³¹ Id.

³² Id. at 58.

³³ Article 9. A Marriage License shall be issued by the Local Civil Registrar of the city or municipality where either contracting party habitually resides, except in marriages where no license is required in accordance with Chapter 2 of this Title.

³⁴ *Rollo*, pp. 58-59.

Gloria filed a Motion for Reconsideration dated November 7, 2005, but the RTC denied the same, prompting her to appeal the questioned decision to the Court of Appeals.

The Ruling of the CA

In her appeal to the CA, Gloria submitted the following assignment of errors:

I

THE LOWER COURT ERRED IN DECLARING THE MARRIAGE BETWEEN THE PETITIONER AND RESPONDENT AS NULL AND VOID DUE TO THE ABSENCE OF A MARRIAGE LICENSE DESPITE EVIDENCE CLEARLY SHOWING THAT THERE WAS ONE.

II

THE LOWER COURT ERRED IN NOT CONSIDERING, AS A REQUISITE OF A VALID MARRIAGE, THE OVERWHELMING EVIDENCE SHOWING THAT A MARRIAGE CEREMONY TOOK PLACE WITH THE APPEARANCE OF THE CONTRACTING PARTIES BEFORE THE SOLEMNIZING OFFICER AND THEIR PERSONAL DECLARATION THAT THEY TOOK EACH OTHER AS HUSBAND AND WIFE IN THE PRESENCE OF NOT LESS THAN TWO WITNESSES OF LEGAL AGE.

III

THE LOWER COURT ERRED IN NOT RULING ON THE ISSUE OF ESTOPPEL BY LACHES ON THE PART OF THE PETITIONER, AN ISSUE TIMELY RAISED IN THE COURT BELOW.³⁵

The CA gave credence to Gloria's arguments, and granted her appeal. It held that the certification of the Municipal Civil Registrar failed to categorically state that a diligent search for the marriage license of Gloria and Syed was conducted, and thus held that said certification could not be accorded probative value.³⁶ The CA ruled that there was sufficient testimonial and documentary evidence that Gloria and Syed had been validly married and that there was compliance with all the requisites laid down by law.³⁷ It gave weight to the fact that Syed had admitted to having signed the marriage contract. The CA also considered that the parties had comported themselves as husband and wife, and that Syed only instituted his petition after Gloria had filed a case against him for bigamy.³⁸

The dispositive portion of the CA Decision reads as follows:

³⁵ Id. at 122.

³⁶ Id. at 128.

³⁷ Id. at 129.

³⁸ Id. at 130.

WHEREFORE, premises considered, the appeal is GRANTED. The Decision dated 05 October 2005 and Order dated 27 January 2006 of the Regional Trial Court of Pasay City, Branch 109, in Civil Case No. 03-0382-CFM are REVERSED and SET ASIDE and the Petition for Declaration of Nullity of Marriage is DISMISSED. The marriage between Shed [sic] Azhar Abbas and Gloria Goo Abbas contracted on 09 January 1993 remains valid and subsisting. No costs.

SO ORDERED.³⁹

Syed then filed a Motion for Reconsideration dated April 1, 2008⁴⁰ but the same was denied by the CA in a Resolution dated July 24, 2008.⁴¹

Hence, this petition.

Grounds in Support of Petition

I

THE HONORABLE COURT OF APPEALS COMMITTED SERIOUS ERROR OF LAW IN CITING REPUBLIC VS. COURT OF APPEALS AS THE SAME IS DIAMETRICALLY INCONSISTENT AND CONTRARY TO THE COURT'S OWN FINDINGS AND CONCLUSIONS IN THIS CASE.

II

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN REVERSING AND SETTING ASIDE, WITHOUT ANY FACTUAL AND LEGAL BASIS, THE DECISION OF THE REGIONAL TRIAL COURT GRANTING THE PETITION FOR DECLARATION OF NULLITY OF MARRIAGE.⁴²

The Ruling of this Court

The petition is meritorious.

As the marriage of Gloria and Syed was solemnized on January 9, 1993, Executive Order No. 209, or the Family Code of the Philippines, is the applicable law. The pertinent provisions that would apply to this particular case are Articles 3, 4 and 35(3), which read as follows:

Art. 3. The formal requisites of marriage are:

- (1) Authority of the solemnizing officer;
- (2) A valid marriage license except in the cases provided for in Chapter 2 of this Title; and
- (3) A marriage ceremony which takes place with the appearance of the contracting parties before the solemnizing officer and their personal declaration that they take each other as husband and wife in the presence of not less than two witnesses of legal age.

³⁹ Id. at 131.

⁴⁰ Id. at 135-146.

⁴¹ Id. at 173-174.

⁴² Id. at 31.

Art. 4. The absence of any of the essential or formal requisites shall render the marriage void *ab initio*, except as stated in Article 35(2).

A defect in any of the essential requisites shall render the marriage voidable as provided in Article 45.

An irregularity in the formal requisites shall not affect the validity of the marriage but the party or parties responsible for the irregularity shall be civilly, criminally and administratively liable.

Art. 35. The following marriages shall be void from the beginning:

X X X X

(3) Those solemnized without a license, except those covered by the preceding Chapter.

There is no issue with the essential requisites under Art. 2 of the Family Code, nor with the formal requisites of the authority of the solemnizing officer and the conduct of the marriage ceremony. Nor is the marriage one that is exempt from the requirement of a valid marriage license under Chapter 2, Title I of the Family Code. The resolution of this case, thus, hinges on whether or not a valid marriage license had been issued for the couple. The RTC held that no valid marriage license had been issued. The CA held that there was a valid marriage license.

We find the RTC to be correct in this instance.

Respondent Gloria failed to present the actual marriage license, or a copy thereof, and relied on the marriage contract as well as the testimonies of her witnesses to prove the existence of said license. To prove that no such license was issued, Syed turned to the office of the Municipal Civil Registrar of Carmona, Cavite which had allegedly issued said license. It was there that he requested certification that no such license was issued. In the case of *Republic v. Court of Appeals*⁴³ such certification was allowed, as permitted by Sec. 29, Rule 132 of the Rules of Court, which reads:

SEC. 28. Proof of lack of record. – A written statement signed by an officer having the custody of an official record or by his deputy that after diligent search, no record or entry of a specified tenor is found to exist in the records of his office, accompanied by a certificate as above provided, is admissible as evidence that the records of his office contain no such record or entry.

In the case of *Republic*, in allowing the certification of the Civil Registrar of Pasig to prove the non-issuance of a marriage license, the Court held:

The above Rule authorized the custodian of the documents to certify that despite diligent search, a particular document does not exist in his office or that a particular entry of a specified tenor was not to be found in a register. As custodians of public documents, civil registrars are public

⁴³ G.R. No. 103047, September 2, 1994, 236 SCRA 257.

officers charged with the duty, *inter alia*, of maintaining a register book where they are required to enter all applications for marriage licenses, including the names of the applicants, the date the marriage license was issued and such other relevant data.⁴⁴

The Court held in that case that the certification issued by the civil registrar enjoyed probative value, as his duty was to maintain records of data relative to the issuance of a marriage license.

The Municipal Civil Registrar of Carmona, Cavite, where the marriage license of Gloria and Syed was allegedly issued, issued a certification to the effect that no such marriage license for Gloria and Syed was issued, and that the serial number of the marriage license pertained to another couple, Arlindo Getalado and Myra Mabilangan. A certified machine copy of Marriage License No. 9969967 was presented, which was issued in Carmona, Cavite, and indeed, the names of Gloria and Syed do not appear in the document.

In reversing the RTC, the CA focused on the wording of the certification, stating that it did not comply with Section 28, Rule 132 of the Rules of Court.

The CA deduced that from the absence of the words “despite diligent search” in the certification, and since the certification used stated that no marriage license appears to have been issued, no diligent search had been conducted and thus the certification could not be given probative value.

To justify that deduction, the CA cited the case of *Republic v. Court of Appeals*.⁴⁵ It is worth noting that in that particular case, the Court, in sustaining the finding of the lower court that a marriage license was lacking, relied on the Certification issued by the Civil Registrar of Pasig, which merely stated that the alleged marriage license could not be located as the same did not appear in their records. Nowhere in the Certification was it categorically stated that the officer involved conducted a diligent search, nor is a categorical declaration absolutely necessary for Sec. 28, Rule 132 of the Rules of Court to apply.

Under Sec. 3(m), Rule 131 of the Rules of Court, it is a disputable presumption that an official duty has been regularly performed, absent contradiction or other evidence to the contrary. We held, “The presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty.”⁴⁶ No such affirmative evidence was shown that the Municipal Civil Registrar was lax in performing her duty of checking the records of their office, thus the presumption must stand. In fact, proof does exist of a diligent search having been conducted, as Marriage License No. 996967 was indeed located and submitted to the court. The fact that the names in said license do not correspond to those of Gloria and Syed

⁴⁴ Id. at 262.

⁴⁵ Supra note 43.

⁴⁶ *Alcantara v. Alcantara*, G.R. No. 167746, August 28, 2007, 531 SCRA 446, 456.

does not overturn the presumption that the registrar conducted a diligent search of the records of her office.

It is telling that Gloria failed to present their marriage license or a copy thereof to the court. She failed to explain why the marriage license was secured in Carmona, Cavite, a location where, admittedly, neither party resided. She took no pains to apply for the license, so she is not the best witness to testify to the validity and existence of said license. Neither could the other witnesses she presented prove the existence of the marriage license, as none of them applied for the license in Carmona, Cavite. Her mother, Felicitas Goo, could not even testify as to the contents of the license, having admitted to not reading all of its contents. Atty. Sanchez, one of the sponsors, whom Gloria and Felicitas Goo approached for assistance in securing the license, admitted not knowing where the license came from. The task of applying for the license was delegated to a certain Qualin, who could have testified as to how the license was secured and thus impeached the certification of the Municipal Civil Registrar as well as the testimony of her representative. As Gloria failed to present this Qualin, the certification of the Municipal Civil Registrar still enjoys probative value.

It is also noted that the solemnizing officer testified that the marriage contract and a copy of the marriage license were submitted to the Local Civil Registrar of Manila. Thus, a copy of the marriage license could have simply been secured from that office and submitted to the court. However, Gloria inexplicably failed to do so, further weakening her claim that there was a valid marriage license issued for her and Syed.

In the case of *Cariño v. Cariño*,⁴⁷ following the case of *Republic*,⁴⁸ it was held that the certification of the Local Civil Registrar that their office had no record of a marriage license was adequate to prove the non-issuance of said license. The case of *Cariño* further held that the presumed validity of the marriage of the parties had been overcome, and that it became the burden of the party alleging a valid marriage to prove that the marriage was valid, and that the required marriage license had been secured.⁴⁹ Gloria has failed to discharge that burden, and the only conclusion that can be reached is that no valid marriage license was issued. It cannot be said that there was a simple irregularity in the marriage license that would not affect the validity of the marriage, as no license was presented by the respondent. No marriage license was proven to have been issued to Gloria and Syed, based on the certification of the Municipal Civil Registrar of Carmona, Cavite and Gloria's failure to produce a copy of the alleged marriage license.

To bolster its ruling, the CA cited other evidence to support its conclusion that Gloria and Syed were validly married. To quote the CA:

⁴⁷ 403 Phil. 861, 869 (2001).

⁴⁸ Supra note 43.

⁴⁹ Supra note 47, at 870.

Moreover, the record is replete with evidence, testimonial and documentary, that appellant and appellee have been validly married and there was compliance with all the requisites laid down by law. Both parties are legally capacitated to marry. A certificate of legal capacity was even issued by the Embassy of Pakistan in favor of appellee. The parties herein gave their consent freely. Appellee admitted that the signature above his name in the marriage contract was his. Several pictures were presented showing appellant and appellee, before the solemnizing officer, the witnesses and other members of appellant's family, taken during the marriage ceremony, as well as in the restaurant where the lunch was held after the marriage ceremony. Most telling of all is Exhibit "5-C" which shows appellee signing the Marriage Contract.

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The parties have comported themselves as husband and wife and has [sic] one offspring, Aliea Fatima Goo Abbas, who was born on 15 June 1993. It took appellee more than ten (10) years before he filed on 01 August 2003 his Petition for Declaration of Nullity of Marriage under Article 4 of the Family Code. We take serious note that said Petition appears to have been instituted by him only after an Information for Bigamy (Exhibit "1") dated 10 January 2003 was filed against him for contracting a second or subsequent marriage with one Ma. Corazon (Maryam) T. Buenaventura. We are not ready to reward (appellee) by declaring the nullity of his marriage and give him his freedom and in the process allow him to profit from his own deceit and perfidy.⁵⁰

All the evidence cited by the CA to show that a wedding ceremony was conducted and a marriage contract was signed does not operate to cure the absence of a valid marriage license. Article 4 of the Family Code is clear when it says, "The absence of any of the essential or formal requisites shall render the marriage void *ab initio*, except as stated in Article 35(2)." Article 35(3) of the Family Code also provides that a marriage solemnized without a license is void from the beginning, except those exempt from the license requirement under Articles 27 to 34, Chapter 2, Title I of the same Code.⁵¹

⁵⁰ *Rollo*, pp. 129-130.

⁵¹ Art. 27. In case either or both of the contracting parties are at the point of death, the marriage may be solemnized without necessity of a marriage license and shall remain valid even if the ailing party subsequently survives.

Art. 28. If the residence of either party is so located that there is no means of transportation to enable such party to appear personally before the local civil registrar, the marriage may be solemnized without necessity of a marriage license.

Art. 29. In the cases provided for in the two preceding articles, the solemnizing officer shall state in an affidavit executed before the local civil registrar or any other person legally authorized to administer oaths that the marriage was performed in *articulo mortis* or that the residence of either party, specifying the barrio or barangay, is so located that there is no means of transportation to enable such party to appear personally before the local civil registrar and that the officer took the necessary steps to ascertain the ages and relationship of the contracting parties and the absence of legal impediment to the marriage.

Art. 30. The original of the affidavit required in the last preceding article, together with a legible copy of the marriage contract, shall be sent by the person solemnizing the marriage to the local civil registrar of the municipality where it was performed within the period of thirty days after the performance of the marriage.

Art. 31. A marriage in *articulo mortis* between passengers or crew members may also be solemnized by a ship captain or by an airplane pilot not only while the ship is at sea or the plane is in flight, but also during stopovers at ports of call.

Art. 32. A military commander of a unit, who is a commissioned officer, shall likewise have authority to solemnize marriages in *articulo mortis* between persons within the zone of military operation, whether members of the armed forces or civilians.


Again, this marriage cannot be characterized as among the exemptions, and thus, having been solemnized without a marriage license, is void *ab initio*.

As to the motive of Syed in seeking to annul his marriage to Gloria, it may well be that his motives are less than pure, that he seeks to evade a bigamy suit. Be that as it may, the same does not make up for the failure of the respondent to prove that they had a valid marriage license, given the weight of evidence presented by petitioner. The lack of a valid marriage license cannot be attributed to him, as it was Gloria who took steps to procure the same. The law must be applied. As the marriage license, a formal requisite, is clearly absent, the marriage of Gloria and Syed is void *ab initio*.

WHEREFORE, in light of the foregoing, the petition is hereby **GRANTED**. The assailed Decision dated March 11, 2008 and Resolution dated July 24, 2008 of the Court of Appeals in CA-G.R. CV No. 86760 are hereby **REVERSED** and **SET ASIDE**. The Decision of the Regional Trial Court, Branch 109, Pasay City dated October 5, 2005 in Civil Case No. 03-0382-CFM annulling the marriage of petitioner with respondent on January 9, 1993 is hereby **REINSTATED**.

No costs.

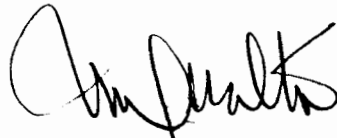
SO ORDERED.


PRESBITERO J. VELASCO, JR.
Associate Justice

Art. 33. Marriage among Muslims or among members of the ethnic cultural communities may be performed validly without the necessity of marriage licenses, provided they are solemnized in accordance with their customs, rites or practices.

Art. 34. No license shall be necessary for the marriage of a man and a woman who have lived together as husband and wife for at least five years and without any legal impediment to marry each other. The contracting parties shall state the foregoing facts in an affidavit before any person authorized by law to administer oaths. The solemnizing officer shall also state under oath that he ascertained the qualifications of the contracting parties and found no legal impediment to the marriage.

WE CONCUR:



DIOSDADO M. PERALTA
Associate Justice



ROBERTO A. ABAD
Associate Justice



JOSE CATRAL MENDOZA
Associate Justice



MARVIC MARIO VICTOR F. LEONEN
Associate Justice

ATTESTATION

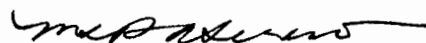
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

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 the Court's Division.



MARIA LOURDES P. A. SERENO
Chief Justice