



Republic of the Philippines  
Supreme Court  
Manila

CERTIFIED TRUE COPY  
*Wilfredo V. Lapitan*  
WILFREDO V. LAPITAN  
Division Clerk of Court  
Third Division

SEP 05 2016

THIRD DIVISION

JO-ANN DIAZ-SALGADO  
and husband DR. GERARD C.  
SALGADO,

Petitioners,

- versus -

G.R. No. 204494

Present:

VELASCO, JR., J.,  
*Chairperson,*  
PERALTA,  
PEREZ,  
REYES, and  
JARDELEZA, JJ.

Promulgated:

LUIS G. ANSON,

Respondent.

July 27, 2016

*Wilfredo V. Lapitan*

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DECISION

REYES, J.:

Before the Court is the petition for review on *certiorari*<sup>1</sup> under Rule 45 of the Rules of Court assailing the Decision<sup>2</sup> dated August 6, 2012 and the Resolution<sup>3</sup> dated November 26, 2012 of the Court of Appeals (CA) in CA-G.R. CV No. 92989. The CA affirmed the Decision<sup>4</sup> dated July 23, 2007 of the Regional Trial Court (RTC) of Pasig City, Branch 155, in Civil Case No. 69611.

<sup>1</sup> Rollo, pp. 11-72.

<sup>2</sup> Penned by Associate Justice Ramon M. Bato, Jr., with Associate Justices Elihu A. Ybañez and Florito S. Macalino concurring; CA rollo, pp. 569-597.

<sup>3</sup> Id. at 698-699.

<sup>4</sup> Rendered by Judge Luis R. Tongco; records, Volume IV, pp. 142-152.

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### The Facts

On September 5, 2003, Luis Anson (Luis) filed a Complaint<sup>5</sup> docketed as Civil Case No. 69611 against Jo-Ann Diaz-Salgado (Jo-Ann) and Gerard Salgado (Gerard) (Spouses Salgado) along with Maria Luisa Anson-Maya (Maria Luisa) and Gaston Maya (Spouses Maya), seeking the annulment of the three Unilateral Deeds of Sale<sup>6</sup> dated January 23, 2002 and the Deed of Extra-Judicial Settlement of Estate of the Deceased Severina De Asis dated October 25, 2002.<sup>7</sup>

Luis alleged in his complaint that he is the surviving spouse of the late Severina de Asis-Anson (Severina). They were married in a civil ceremony on December 28, 1966. Prior to the celebration of their marriage, Severina gave birth to their daughter, Maria Luisa on December 30, 1965 while Jo-Ann is Severina's daughter from a previous relationship.<sup>8</sup>

During his marital union with Severina, they acquired several real properties located in San Juan, Metro Manila, covered by the following Transfer Certificate of Title/s (TCT/s):

1. TCT No. 20618/T-104 (now TCT No. 11105-R),
2. TCT No. 60069/T-301 (now TCT No. 11106-R),
3. TCT No. 5109/T-26 (now TCT No. 11107),
4. TCT No. 8478-R/T-43 (now TCT No. 11076-R),
5. TCT No. 44637/T-224-II (now TCT No. 11078-R), and
6. TCT No. 8003/T-41 (now TCT No. 11077-R).<sup>9</sup>

According to Luis, because there was no marriage settlement between him and Severina, the above-listed properties pertain to their conjugal partnership. But without his knowledge and consent, Severina executed three separate Unilateral Deeds of Sale on January 23, 2002 transferring the properties covered by TCT Nos. 20618, 60069 and 5109 in favor of Jo-Ann, who secured new certificates of title over the said properties.<sup>10</sup> When Severina died on September 21, 2002,<sup>11</sup> Maria Luisa executed a Deed of Extra-Judicial Settlement of Estate of Deceased Severina de Asis on October 25, 2002, adjudicating herself as Severina's sole heir. She secured new TCTs over the properties covered by TCT Nos. 8478-R, 44637 and 8003.<sup>12</sup>

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<sup>5</sup> Records, Vol. I, pp. 3-14.

<sup>6</sup> Id. at 16, 18 and 20.

<sup>7</sup> Id. at 22-23.

<sup>8</sup> Id. at 4.

<sup>9</sup> Id. at 5-8.

<sup>10</sup> Id. at 9.

<sup>11</sup> Id. at 272.

<sup>12</sup> Id. at 10.

Luis claimed that because of the preceding acts, he was divested of his lawful share in the conjugal properties and of his inheritance as a compulsory heir of Severina.<sup>13</sup>

In Jo-Ann's Answer with Compulsory Counterclaim,<sup>14</sup> which the trial court considered as the Answer of her husband, Gerard,<sup>15</sup> Jo-Ann countered that she was unaware of any marriage contracted by her mother with Luis. She knew however that Luis and Severina had a *common-law relationship* which they both acknowledged and formally terminated through a Partition Agreement<sup>16</sup> executed in November 1980. This was implemented through another Partition Agreement<sup>17</sup> executed in April 1981. Thus, Luis had already received the properties apportioned to him by virtue of the said agreement while the properties subject of the Unilateral Deeds of Sale were acquired exclusively by Severina. The TCTs covering Severina's properties were under Severina's name only and she was described therein as single without reference to any husband.<sup>18</sup>

Meanwhile, the Spouses Maya corroborated the Spouses Salgado's stance in their Answer,<sup>19</sup> stating that Maria Luisa is also not aware that Luis and Severina were married. She is cognizant of the fact that Luis and Severina lived together as common-law husband and wife – a relationship which was terminated upon execution of a Partition Agreement. In the Partition Agreement, Luis and Severina were described as single and they acknowledged that they were living together as common-law spouses. They also mutually agreed to the partition of the properties they owned in common. Hence, Luis already received his share in the properties<sup>20</sup> and is estopped from denying the same.<sup>21</sup> After the termination of their cohabitation in 1980, Luis went to United States of America (USA), married one Teresita Anson and had a son with her; while Maria Luisa was left under the guardianship and custody of Severina.<sup>22</sup> It was after the death of Severina that Maria Luisa executed a Deed of Extra-Judicial Settlement of the Estate of the Deceased Severina de Asis on October 25, 2002. The Spouses Maya were also able to obtain a Certificate of No Record of Marriage<sup>23</sup> (between Luis and Severina) from the Office the Civil Registrar General of the National Statistics Office.<sup>24</sup>

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<sup>13</sup> Id. at 11.  
<sup>14</sup> Id. at 38-47.  
<sup>15</sup> See RTC Order dated May 3, 2004; id. at 88.  
<sup>16</sup> Id. at 112-114.  
<sup>17</sup> Id. at 49-50.  
<sup>18</sup> Id. at 40-41.  
<sup>19</sup> Id. at 100-111.  
<sup>20</sup> Id. at 102.  
<sup>21</sup> Id. at 107.  
<sup>22</sup> Id. at 103.  
<sup>23</sup> Id. at 201.  
<sup>24</sup> Id. at 104.

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Trial ensued thereafter. After Luis gave his testimony and presented documentary evidence which included a certified true copy of his marriage contract with Severina,<sup>25</sup> the Spouses Salgado and Spouses Maya filed their respective Demurrers to Evidence.<sup>26</sup> The Spouses Salgado disputed the validity of Luis and Severina's marriage on the ground of lack of marriage license as borne out by the marriage contract. They further claimed that Luis himself disclosed on cross-examination that he did not procure a marriage license prior to the alleged marriage.<sup>27</sup> Luis had also admitted the existence, due execution and authenticity of the Partition Agreement.<sup>28</sup> The logical conclusion therefore is that the properties disposed in favor of Jo-Ann were owned by Severina as her own, separate and exclusive properties, which she had all the right to dispose of, without the conformity of Luis.<sup>29</sup>

On February 16, 2006, the trial court denied both demurrers, explaining that the sufficiency of evidence presented by Luis is evidentiary in nature and may only be controverted by evidence to the contrary.<sup>30</sup> The Spouses Salgado and Spouses Maya filed their separate motions for reconsideration,<sup>31</sup> which the trial court denied.<sup>32</sup> Consequently, both the Spouses Salgado and Spouses Maya filed their respective petitions for *certiorari* with the CA.<sup>33</sup> Meanwhile, the Spouses Salgado were deemed to have waived their presentation of evidence when they failed to attend the scheduled hearings before the trial court.<sup>34</sup>

Resolving the petition for *certiorari* on the demurrer to evidence filed by the Spouses Salgado, the CA Second Division directed the trial court "to properly resolve with deliberate dispatch the demurrer to evidence in accordance with Section 3, Rule 16 of the 1997 Rules of Civil Procedure by stating clearly and distinctly the reason therefor on the basis of [the Spouses Salgado's] proffered evidence[,]"<sup>35</sup> whereas the CA Ninth Division dismissed the petition of the Spouses Maya and ordered the trial court to decide the case with deliberate dispatch.<sup>36</sup>

In an Order<sup>37</sup> dated July 16, 2007, the RTC, in compliance with the order of the CA to resolve the demurrer to evidence in more specific terms, denied the twin demurrers to evidence for lack of merit and held that the

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<sup>25</sup> Id. at 146-152.

<sup>26</sup> Records, Vol. II, pp. 20-38, 55-83.

<sup>27</sup> Id. at 23.

<sup>28</sup> Id. at 31.

<sup>29</sup> Id. at 34.

<sup>30</sup> Id. at 356.

<sup>31</sup> Id. at 357-369, 371-392.

<sup>32</sup> Id. at 433.

<sup>33</sup> Records, Vol. III, pp. 1-32, 169-220.

<sup>34</sup> See RTC Order dated April 23, 2007; records, Vol. IV, p. 44.

<sup>35</sup> See CA Decision dated April 30, 2007; id. at 53.

<sup>36</sup> See CA Decision dated May 16, 2007; id. at 64.

<sup>37</sup> Issued by Judge Luis R. Tongco; id. at 140-141.

totality of evidence presented by Luis has sufficiently established his right to obtain the reliefs prayed for in his complaint.

### **Ruling of the RTC**

On July 23, 2007, the RTC rendered its Decision<sup>38</sup> in favor of Luis, holding that the marriage between Luis and Severina was valid. It noted that the marriage contract, being a public document, enjoys the presumption of regularity in its execution and is conclusive as to the fact of marriage.<sup>39</sup> The trial court also based its ruling in *Geronimo v. CA*<sup>40</sup> where the validity of marriage was upheld despite the absence of the marriage license number on the marriage contract.<sup>41</sup> The trial court thus declared that the properties covered by the Unilateral Deeds of Sale were considered conjugal which cannot be disposed of by Severina without the consent of her husband, Luis.<sup>42</sup>

The dispositive portion of the decision reads as follows:

WHEREFORE, premises considered, judgment is hereby rendered in favor of [Luis] and against [the Spouses Salgado] ordering as follows:

1. ANNULMENT, VOIDING, SETTING ASIDE and DECLARING OF NO FORCE AND EFFECT of the three (3) Unilateral Deeds of Sale, all dated January 23, 2002 executed by [Severina] in favor of [Jo-Ann];

2. ANNULMENT, VOIDING, SETTING ASIDE and DECLARING OF NO FORCE AND EFFECT of the three (3) [TCT] Nos. 11107-R, 11105-R and 11106-R covering the subject properties, all issued in the name of [Jo-Ann] by the Registry of Deeds for San Juan, Metro Manila;

3. RESTITUTION of all properties covered by TCT Nos. 11107-R, 11105-R and 11106-R (formerly TCT Nos. 5109, 20618 and 60069, respectively) to the conjugal community of properties between [Luis] and [Severina].

No pronouncement as to costs.

SO ORDERED.<sup>43</sup>

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<sup>38</sup> Id. at 142-152.

<sup>39</sup> Id. at 150.

<sup>40</sup> G.R. No. 105540, July 5, 1993, 224 SCRA 494.

<sup>41</sup> Records, Vol. IV, p. 150.

<sup>42</sup> Id. at 151-152.

<sup>43</sup> Id. at 152.

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On November 17, 2008, the RTC rendered another Decision<sup>44</sup> which ordered the “ANNULMENT, VOIDING, SETTING ASIDE and DECLARING OF NO FORCE AND EFFECT the Deed of Extra-Judicial Settlement of Estate of the Deceased Severina De Asis executed by [Maria Luisa] dated October 25, 2002 x x x.”<sup>45</sup> The RTC also ordered the cancellation of new TCTs issued by virtue of the said Deeds.<sup>46</sup>

The Spouses Salgado and the Spouses Maya filed their respective motions for reconsideration on September 11, 2007<sup>47</sup> and August 28, 2007,<sup>48</sup> respectively, which the RTC denied in the Omnibus Order<sup>49</sup> dated October 30, 2007 for lack of merit. This prompted the Spouses Salgado and Spouses Maya to file their separate notices of appeal before the CA on December 13, 2007<sup>50</sup> and April 24, 2009,<sup>51</sup> respectively.

### Ruling of the CA

The Spouses Maya and Luis thereafter entered into a Compromise Agreement<sup>52</sup> which was approved by the CA in its Decision<sup>53</sup> dated October 26, 2011. This resulted in the termination of the Spouses Maya’s appeal.<sup>54</sup>

On August 6, 2012, the CA rendered a Decision,<sup>55</sup> dismissing the appeal of the Spouses Salgado. The *fallo* reads as follows:

**WHEREFORE**, the appeal interposed by [the Spouses Salgado] is **DISMISSED**. The Decision dated July 23, 2007 of the [RTC] of Pasig is **AFFIRMED IN TOTO**.

**SO ORDERED**.<sup>56</sup>

The CA sustained the ruling of the RTC for the simple reason that the Spouses Salgado did not present and formally offer any testimonial and documentary evidence to controvert the evidence presented by Luis.<sup>57</sup> The CA further explained that “the best evidence to establish the absence of a

<sup>44</sup> Id. at 313-325.

<sup>45</sup> Id. at 325.

<sup>46</sup> Id.

<sup>47</sup> Id. at 167-188.

<sup>48</sup> Id. at 154-164.

<sup>49</sup> Id. at 216-217.

<sup>50</sup> Id. at 228-229.

<sup>51</sup> Id. at 360-361.

<sup>52</sup> CA *rollo*, pp. 517-522.

<sup>53</sup> Id. at 524-533.

<sup>54</sup> See CA Decision dated August 6, 2012; id. at 583.

<sup>55</sup> Id. at 569-597.

<sup>56</sup> Id. at 596.

<sup>57</sup> Id. at 585.

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marriage license is a certification from the Local Civil Registrar that the parties to the Marriage Contract did not secure a marriage license or at the very least a certification from the said office that despite diligent search, no record of application for or a marriage license was issued on or before December 28, 1966 in favor of Luis and Severina. Again, Spouses Salgado failed to prove the same by their failure to secure the said certification and present evidence during the trial.”<sup>58</sup>

The Spouses Salgado and Spouses Maya filed a motion for reconsideration<sup>59</sup> which the CA denied through its Resolution<sup>60</sup> dated November 26, 2012.

The Spouses Salgado elevated the matter before the Court raising the core issue of whether the CA committed reversible error in affirming the RTC decision which declared the marriage between Luis and Severina valid and the subject lands as conjugal properties.

### **Ruling of the Court**

The Spouses Salgado argue that the marriage between Luis and Severina is null and void for want of marriage license based on the Marriage Contract<sup>61</sup> presented by Luis which has adequately established its absence.<sup>62</sup>

Luis, in his Comment,<sup>63</sup> opposes the filing of the present petition on the ground that it raises a question of fact, which cannot be raised in a petition for review on *certiorari*. He also countered that the Spouses Salgado did not present any evidence to support their theory.<sup>64</sup> If the existence of the marriage license is in issue, it is incumbent upon the Spouses Salgado to show the lack of marriage license by clear and convincing evidence.<sup>65</sup>

Before proceeding to the substantive issues brought in this petition, the Court shall first tackle the procedural issue raised by Luis which pertains to the propriety of the filing of this petition for review on *certiorari*.

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<sup>58</sup> Id. at 592-593.

<sup>59</sup> Id. at 607-650.

<sup>60</sup> Id. at 698-699.

<sup>61</sup> *Rollo*, p. 159.

<sup>62</sup> Id. at 36.

<sup>63</sup> Id. at 596-603.

<sup>64</sup> Id. at 598.

<sup>65</sup> Id. at 600.

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Contrary to Luis' contention, the present petition raises a question of law, mainly, whether the absence of a marriage license may be proven on the basis of a marriage contract which states that no marriage license was exhibited to the solemnizing officer on account of the marriage being of an exceptional character.

In any event, while the jurisdiction of the Court in cases brought before it from the appellate court is, as a general rule, limited to reviewing errors of law, there are exceptions<sup>66</sup> recognized by the Court, such as when the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion.<sup>67</sup>

Since the marriage between Luis and Severina was solemnized prior to the effectivity of the Family Code, the applicable law to determine its validity is the Civil Code, the law in effect at the time of its celebration<sup>68</sup> on December 28, 1966.

A valid marriage license is a requisite of marriage under Article 53<sup>69</sup> of the Civil Code, and the absence thereof, save for marriages of exceptional character,<sup>70</sup> renders the marriage void *ab initio* pursuant to Article 80(3). It sets forth:

Art. 80. The following marriages shall be void from the beginning:

x x x x

**(3) Those solemnized without a marriage license, save marriages of exceptional character;**

<sup>66</sup> (1) When the findings are grounded entirely on speculations, surmises or conjectures; (2) when the inference made is manifestly mistaken, absurd or impossible; (3) when there is grave abuse of discretion; (4) when the judgment is based on a misapprehension of facts; (5) when the findings of facts are conflicting; (6) when in making its findings the Court of Appeals went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (7) when the findings are contrary to the trial court; (8) when the findings are conclusions without citation of specific evidence on which they are based; (9) when the facts set forth in the petition as well as in the petitioner's main and reply briefs are not disputed by the respondent; (10) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (11) when the Court of Appeals manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion. *New City Builders, Inc. v. NLRC*, 499 Phil. 207, 213 (2005), citing *The Insular Life Assurance Company, Ltd. v. CA*, G.R. No. 126850, April 28, 2004, 401 SCRA 79, 86.

<sup>67</sup> *Superlines Transportation Co., Inc. v. Philippine National Construction Company*, 548 Phil. 354, 362 (2007).

<sup>68</sup> *Niñal v. Bayadog*, 384 Phil. 661, 667 (2000).

<sup>69</sup> Art. 53. No marriage shall be solemnized unless all these requisites are complied with:

- (1) Legal capacity of the contracting parties;
- (2) Their consent, freely given;
- (3) Authority of the person performing the marriage; and
- (4) A marriage license, except in a marriage of exceptional character.

<sup>70</sup> Art. 58. Save marriages of an exceptional character authorized in Chapter 2 of this Title, but not those under Article 75, no marriage shall be solemnized without a license first being issued by the local civil registrar of the municipality where either contracting party habitually resides.

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x x x x. (Emphasis ours)

“Under the Civil Code, marriages of exceptional character are covered by Chapter 2, Title III, comprising Articles 72 to 79. To wit, these marriages are: (1) marriages in *articulo mortis* or at the point of death during peace or war, (2) marriages in remote places, (3) consular marriages, (4) ratification of marital cohabitation, (5) religious ratification of a civil marriage, (6) Mohammedan or pagan marriages, and (7) mixed marriages.”<sup>71</sup> To reiterate, in any of the aforementioned marriages of exceptional character, the requirement of a valid marriage license is dispensed with.

***The marriage is not of an exceptional character***

A cursory examination of the marriage contract of Luis and Severina reveals that no marriage license number was indicated therein. It also appears therein that no marriage license was exhibited to the solemnizing officer with Article 77 of Republic Act No. 386 (Civil Code) being cited as the reason therefor. The pertinent portion of the marriage contract is quoted as follows:

[A]nd I further certify that Marriage License No. x x x issued at x x x on x x x, 19 x x x in favor of, said parties, was exhibited to me or no marriage license was exhibited to me, this marriage being of an exceptional character performed under Art. 77 of Rep. Act 386; x x x.<sup>72</sup>

The reference to Article 77 of the Civil Code in the marriage contract is not dismissible. Being a public document, the marriage contract is not only a *prima facie* proof of marriage, but is also a *prima facie* evidence of the facts stated therein. This is pursuant to Section 44, Rule 130 of the 1997 Rules of Court, which reads:

Sec. 44. *Entries in official records.* – Entries in official records made in the performance of his duty by a public officer of the Philippines, or by a person in the performance of a duty specially enjoined by law, are *prima facie* evidence of the facts therein stated.

Consequently, the entries made in Luis and Severina’s marriage contract are *prima facie* proof that at the time of their marriage, no marriage license was exhibited to the solemnizing officer for the reason that their marriage is of an exceptional character under Article 77 of the Civil Code.

<sup>71</sup> *Republic of the Philippines v. Dayot*, 573 Phil. 553, 569 (2008).  
<sup>72</sup> *Rollo*, p. 159.

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Article 77 of the Civil Code provides:

Art. 77. In case two persons married in accordance with law desire to ratify their union in conformity with the regulations, rites, or practices of any church, sect, or religion, it shall no longer be necessary to comply with the requirements of Chapter 1 of this Title and any ratification made shall merely be considered as a purely religious ceremony.

The foregoing provision pertains to a religious ceremony performed with the purpose of ratifying a marriage which was solemnized civilly. In the eyes of the law, the marriage already exists; the subsequent ceremony is undertaken merely to conform to religious practices. Thus, the parties are exempted from complying with the required issuance of marriage license insofar as the subsequent religious ceremony is concerned. For this exemption to be applicable, it is *sine qua non* that: (1) the parties to the religious ceremony **must already be married to each other in accordance with law (civil marriage)**; and (2) **the ratifying ceremony is purely religious in nature.**

Applied to the present case however, it is clear that Luis and Severina were not married to each other prior to the civil ceremony officiated on December 28, 1966 – the only date of marriage appearing on the records. This was also consistently affirmed by Luis in open court:

Atty. Francisco:

Q- You testified that you have a Marriage Contract marked as Exhibit A certifying that you were married to the late [Severina].

A- Yes, sir.

Q- **Do you recall when this marriage took place?**

A- As far as I can recall **it was sometime two (2) days before my daughter get (sic) one (1) year old. That was 1966 December something like 28**, because she was born December 30, the death of Jose Rizal. I can remember 1965. **So, before she turned one (1) year old two (2) days before we got married here in San Juan.**

Q- **So, when was she born if you can recall?**

A- **Maria Luisa was born on December 30, 1965.**

Q- **If it is two (2) days before, it should be 1966?**

A- **Yes, sir.**

Q- **If you can recall who solemnized the marriage?**

A- **It was the late Mayor Ebona of San Juan.**<sup>73</sup>

x x x x

<sup>73</sup> TSN, June 6, 2005, pp. 15-16.

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[Atty. Valenton:] x x x You alleged during your direct examination that you were married to [Severina]?

A: Yes sir.

**Q: When do you say you marr[ied] her?**

**A: Two (2) days before our daughter turned one year old, so that is December 28, 1966.**<sup>74</sup> (Emphasis ours)

Being that the ceremony held on December 28, 1966 was the only marriage ceremony between the parties and this was not solemnized pursuant to any ratifying religious rite, practice or regulation but a civil one officiated by the mayor, this marriage does not fall under the purview of Article 77 of the Civil Code. It is evident that the twin requirements of the provision, which are: *prior civil marriage between the parties* and *a ratifying religious ceremony*, were not complied with. There is no prior ceremony to ratify. Thus, this marriage is not of an exceptional character and a marriage license is required for Luis and Severina's marriage to be valid.

#### ***Absence of marriage license***

The next issue to be resolved is: who has the burden of proving the existence or non-existence of the marriage license?

Since there was an unequivocal declaration on the marriage contract itself that no marriage license was exhibited to the solemnizing officer at the time of marriage owing to Article 77 of the Civil Code, when in truth, the said exception does not obtain in their case, it is the burden of Luis to prove that they secured the required marriage license.

However, instead of proving that a marriage license was indeed issued to them at the time of their marriage, Luis relied mainly on the presumption of validity of marriage. This presumption does not hold water *vis-à-vis* a *prima facie* evidence (marriage contract), which on its face has established that no marriage license was presented to the solemnizing officer. If there was a marriage license issued to Luis and Severina, its absence on the marriage contract was not explained at all. Neither the original nor a copy of the marriage license was presented. No other witness also testified to prove its existence, whereas Luis is not the best witness to testify regarding its issuance. He admitted that he did not apply for one, and is uncertain about the documents they purportedly submitted in the Municipal Hall. As he revealed in his testimony:

<sup>74</sup>

TSN, June 7, 2005, p. 30.

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ATTY. VALENTON:

**Q- How did you prepare for the alleged wedding that took place between you and [Severina]?**

ATTY. FRANCISCO: May I know the materiality, Your Honor?

ATTY. VALENTON: We are exploring as to whether there was really a wedding that took place, Your Honor.

**COURT: Answer.**

**What preparations were done?**

**A- There was no preparation because we were just visitors of the Mayor during that time and the Mayor is a close friend of ours. So, when he knew that we are traveling, we are going to Thailand with the invitation of a friend to work with him in Thailand, he told us you better get married first before you travel because your daughter will be illegitimate.<sup>75</sup>**

x x x x

ATTY. VALENTON:

**Q- Do you remember having applied for a marriage license?**

**A- We did not.**

**Q- So, you are telling us that there is no marriage license?**

**A- No.**

CLARIFICATORY QUESTIONS  
BY THE COURT TO THE WITNESS

**[Q- There was no marriage license?**

**A- Well, when you get married you have to get a marriage license.**

**COURT:**

Not necessarily.

**A- But, I don't know whether there was an application for the license because it was at the house of the Mayor.**

**COURT:**

**But in this particular case before you went to the house of the Mayor for the solemnization of your marriage, did you apply for a marriage license?**

**A- No.<sup>76</sup>**

x x x x

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<sup>75</sup> TSN, June 14, 2005, pp. 15-16.

<sup>76</sup> Id. at 17-18.

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**RE-DIRECT EXAMINATION OF  
[LUIS]:**

**Q- Mr. Anson, a while ago during your cross-examination you were asked by counsel as well as a question was raised by the Honorable Court whether or not you applied for a marriage license when you got married on December 28, 1966 allegedly with [Severina]. Can you tell the Court what you meant by that?**

COURT:

By what?

ATTY. FRANCISCO:

When he was asked, Your Honor, by the Honorable Court.

COURT:

Whether he applied?

ATTY. FRANCISCO:

Whether he applied for a marriage license prior to the solemnization of the marriage, you answered no.

WITNESS:

**I did not apply for such, all what I know is to sign something affidavit or application before we went to the house of the Mayor to get marry (sic) but that was about - - I cannot recall if that past (sic) a week or 2 days or 3 days ago.**

ATTY. FRANCISCO:

**Q- You mentioned, we signed an affidavit or application, when you used we, whom are you referring to?**

**A- [Severina].**

**Q- And, yourself?**

**A- Yes.**

**Q- In your recollection, where did you file those affidavits with [Severina] before the solemnization of the marriage?**

**A- It was in the Municipal Hall. I do not know whether that was the Registrar, Office of the [M]ayor or Office of the Chief of Police. I cannot recall. It is inside the Munisipyo of San Juan.**

**Q- Who made you sign that Affidavit?**

**A- The Chief of Police whom we get (sic) to be (sic) witness for our marriage. They let us signed (sic) an application or affidavit. I cannot recall what it is.<sup>77</sup> (Emphasis ours)**

<sup>77</sup>

Id. at 46-48.

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In upholding the supposed validity of the marriage, the RTC and the CA failed to consider the glaring statements in the marriage contract that no marriage license was exhibited to the solemnizing officer and that the marriage is of an exceptional character under Article 77 of the Civil Code, the latter statement being fallacious. Both the RTC and CA upheld the fact of marriage based on the marriage contract but simply glossed over the part stating that the marriage is of an exceptional character. It is inevitable to deduce that this is not a case of mere non-recording of the marriage license number on the marriage contract, as was in *Geronimo*.<sup>78</sup>

The factual antecedents in *Geronimo* are not on all fours with the case under review, hence, inapplicable. In *Geronimo*, despite the absence of the marriage license number on the marriage contract presented by therein petitioner (brother of the deceased), there was no statement therein that the marriage is of an exceptional character. Various witnesses also testified that the deceased and her husband were indeed married. More importantly, the husband of the deceased was able to produce a copy of the marriage contract on file with the National Archives and Records Section where the marriage license number appears.

“[T]o be considered void on the ground of absence of a marriage license, **the law requires that the absence of such marriage license must be apparent on the marriage contract**, or at the very least, supported by a certification from the local civil registrar that no such marriage license was issued to the parties.”<sup>79</sup> Considering that the absence of the marriage license is apparent on the marriage contract itself, with a false statement therein that the marriage is of an exceptional character, and no proof to the contrary was presented, there is no other plausible conclusion other than that the marriage between Luis and Severina was celebrated without a valid marriage license and is thus, void *ab initio*.

In *Republic of the Philippines v. Dayot*,<sup>80</sup> the Court similarly declared that a marriage solemnized without a marriage license based on a fabricated claim of exceptional character, is void. In lieu of a marriage license, therein parties to the marriage executed a false affidavit of marital cohabitation. In declaring the marriage void, the Court rejected the notion that all the formal and essential requisites of marriage were complied with. The Court held that to permit a false affidavit to take the place of a marriage license is to allow an abject circumvention of the law. It was further explained:

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<sup>78</sup> Supra note 40, at 500.

<sup>79</sup> *Alcantara v. Alcantara*, 558 Phil. 192, 203-204 (2007). (Emphasis ours)

<sup>80</sup> 573 Phil. 553 (2008).

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We cannot accept the insistence of the Republic that the falsity of the statements in the parties' affidavit will not affect the validity of marriage, since all the essential and formal requisites were complied with. The argument deserves scant merit. Patently, it cannot be denied that the marriage between Jose and Felisa was celebrated without the formal requisite of a marriage license. Neither did Jose and Felisa meet the explicit legal requirement in Article 76, that they should have lived together as husband and wife for at least five years, so as to be excepted from the requirement of a marriage license.

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Similarly, we are not impressed by the ratiocination of the Republic that as a marriage under a license is not invalidated by the fact that the license was wrongfully obtained, so must a marriage not be invalidated by a fabricated statement that the parties have cohabited for at least five years as required by law. The contrast is flagrant. The former is with reference to an irregularity of the marriage license, and not to the absence of one. Here, there is no marriage license at all. Furthermore, the falsity of the allegation in the sworn affidavit relating to the period of Jose and Felisa's cohabitation, which would have qualified their marriage as an exception to the requirement for a marriage license, cannot be a mere irregularity, for it refers to a quintessential fact that the law precisely required to be deposed and attested to by the parties under oath. If the essential matter in the sworn affidavit is a lie, then it is but a mere scrap of paper, without force and effect. Hence, it is as if there was no affidavit at all.<sup>81</sup>

The Court cannot turn a blind eye to the statements made in the marriage contract because these refer to the absence of a formal requisite of marriage. "The parties should not be afforded any excuse to not comply with every single requirement and later use the same missing element as a pre-conceived escape ground to nullify their marriage. There should be no exemption from securing a marriage license unless the circumstances clearly fall within the ambit of the exception."<sup>82</sup> "The requirement and issuance of marriage license is the State's demonstration of its involvement and participation in every marriage, in the maintenance of which the general public is interested. This interest proceeds from the constitutional mandate that the State recognizes the sanctity of family life and of affording protection to the family as a basic 'autonomous social institution.'"<sup>83</sup>

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<sup>81</sup> Id. at 573-575.

<sup>82</sup> *Niñal v. Bayadog*, supra note 68, at 670.

<sup>83</sup> Id. at 667-668.

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### ***Partition Agreement is Valid***

Relative to the properties they amassed during the period of their cohabitation, Luis and Severina executed a notarized Partition Agreement<sup>84</sup> in November 1980, which divided their properties between them without court intervention. Luis sought to annul such agreement on the ground that “the separation of property is not effected by the mere execution of the contract or agreement of the parties, but by the decree of the court approving the same. It, therefore, becomes effective only upon judicial approval, without which it is void.”<sup>85</sup>

The Court does not subscribe to Luis’ posture.

In *Valdes v. RTC, Branch 102, Quezon City*,<sup>86</sup> the Court held that “[i]n a void marriage, regardless of the cause thereof, the property relations of the parties during the period of cohabitation is governed by the provisions of Article 147 or Article 148, such as the case may be, of the Family Code. Article 147 is a remake of Article 144 of the Civil Code x x x.”<sup>87</sup> It provides:

**Art. 147. When a man and a woman who are capacitated to marry each other, live exclusively with each other as husband and wife without the benefit of marriage or under a void marriage, their wages and salaries shall be owned by them in equal shares and the property acquired by both of them through their work or industry shall be governed by the rules on co-ownership.**

**In the absence of proof to the contrary, properties acquired while they lived together shall be presumed to have been obtained by their joint efforts, work or industry, and shall be owned by them in equal shares. For purposes of this Article, a party who did not participate in the acquisition by the other party of any property shall be deemed to have contributed jointly in the acquisition thereof if the former’s efforts consisted in the care and maintenance of the family and of the household.**

**Neither party can encumber or dispose by acts *inter vivos* of his or her share in the property acquired during cohabitation and owned in common, without the consent of the other, until after the termination of their cohabitation.**

When only one of the parties to a void marriage is in good faith, the share of the party in bad faith in the co-ownership shall be forfeited in favor of their common children. In case of default of or waiver by any or all of the common children or their descendants, each vacant share shall belong to the respective surviving descendants. In the absence of

<sup>84</sup> Records, Vol. I, pp. 112-114.

<sup>85</sup> See Consolidated Appellee’s Brief; id. at 519.

<sup>86</sup> 328 Phil. 1289 (1996).

<sup>87</sup> Id. at 1295. (Italics in the original)

descendants, such share shall belong to the innocent party. In all cases, the forfeiture shall take place upon termination of the cohabitation.<sup>88</sup> (Emphasis ours)

As there is no showing that Luis and Severina were incapacitated to marry each other at the time of their cohabitation and considering that their marriage is void from the beginning for lack of a valid marriage license, Article 144 of the Civil Code,<sup>89</sup> in relation to Article 147 of the Family Code, are the pertinent provisions of law governing their property relations. Article 147 of the Family Code “applies to union of parties who are legally capacitated and not barred by any impediment to contract marriage, but whose marriage is nonetheless void for other reasons, like absence of a marriage license.”<sup>90</sup> “Under this property regime, property acquired by both spouses through their *work* and *industry* **shall be governed by the rules on equal co-ownership**. Any property acquired during the union is *prima facie* presumed to have been obtained through their joint efforts. A party who did not participate in the acquisition of the property shall still be considered as having contributed thereto jointly if said party’s ‘efforts consisted in the care and maintenance of the family household.’”<sup>91</sup>

Accordingly, the provisions on co-ownership under the Civil Code shall apply in the partition of the properties co-owned by Luis and Severina. It is stated under Article 1079 of the Civil Code that “partition, in general, is the separation, division and assignment of a thing held in common among those to whom it may belong. The thing itself may be divided, or its value.” As to how partition may be validly done, Article 496 of the Civil Code is precise that “partition may be made **by agreement between the parties** or by judicial proceedings x x x.” The law does not impose a judicial approval for the agreement to be valid. Hence, even without the same, the partition was validly done by Luis and Severina through the execution of the Partition Agreement.

Moreover, Luis admitted the existence, due execution and authenticity of the Partition Agreement.<sup>92</sup> It also remains uncontroverted that he already received his share as stipulated in the Partition Agreement. As such, the Court finds no reason to have the said agreement declared null and void or annulled, in the absence of any circumstance which renders such contract invalid or at least, voidable.

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<sup>88</sup> Id. at 1295-1296.

<sup>89</sup> Art. 144. When a man and a woman live together as husband and wife, but they are not married, or their marriage is void from the beginning, the property acquired by either or both of them through their work or industry or their wages and salaries shall be governed by the rules on co-ownership.

<sup>90</sup> *Nicdao Cariño v. Yee Cariño*, 403 Phil. 861, 872 (2001).

<sup>91</sup> *Valdez v. RTC, Branch 102, Quezon City*, supra note 86, at 1297. (Emphasis ours and italics in the original)

<sup>92</sup> TSN, June 17, 2005, pp. 30, 36.

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All things considered, the Court holds that although a certification of no record of marriage license or certification of “due search and inability to find” a record or entry issued by the local civil registrar is adequate to prove the non-issuance of the license,<sup>93</sup> such certification is not the *only* proof that could validate the absence of a marriage license.

In this case, the categorical statement on Luis and Severina’s marriage contract that no marriage license was exhibited to the solemnizing officer, coupled with a contrived averment therein that the marriage is of an exceptional character under Article 77 of the Civil Code, are circumstances which cannot be disregarded. Incidentally, it may be well to note that Luis’ failure to assert his marriage to Severina during the latter’s lifetime is suspect. Luis left for the USA in 1981, and until Severina’s death in 2002, he never saw, much less reconciled with her.<sup>94</sup> All those years, he never presented himself to be the husband of Severina. Not even their daughter, Maria Luisa, knew of the marriage. During trial, he never presented any other witness to the marriage. He contends that his marriage to Severina was valid and subsisting, yet he knowingly contracted a subsequent marriage abroad. Verily, Luis failed to prove the validity of their marriage based on the evidence he himself had presented.

“The solemnization of a marriage without prior license is a clear violation of the law and would lead or could be used, at least, for the perpetration of fraud against innocent and unwary parties, which was one of the evils that the law sought to prevent by making a prior license a prerequisite for a valid marriage. The protection of marriage as a sacred institution requires not just the defense of a true and genuine union but the exposure of an invalid one as well.”<sup>95</sup>

**WHEREFORE**, the petition is **GRANTED**. The Decision dated August 6, 2012 and the Resolution dated November 26, 2012 of the Court of Appeals in CA-G.R. CV No. 92989 are hereby **REVERSED** and **SET ASIDE**. The Complaint filed in Civil Case No. 69611 is **DISMISSED**.

**SO ORDERED.**

  
**BIENVENIDO L. REYES**  
Associate Justice

<sup>93</sup> *Abbas v. Abbas*, 702 Phil. 578, 593 (2013); *Nicdao Cariño v. Yee Cariño*, supra note 90, at 869; *Republic v. Court of Appeals*, G.R. No. 103047, September 2, 1994, 236 SCRA 257, 262.

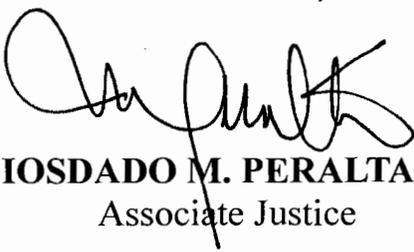
<sup>94</sup> *Rollo*, p. 502.

<sup>95</sup> *Republic of the Philippines v. Dayot*, supra note 80, at 574.

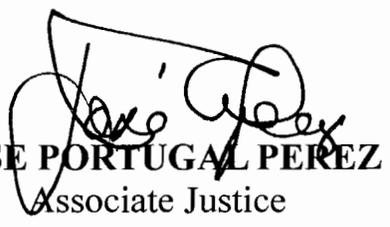
**WE CONCUR:**



**PRESBITERO J. VELASCO, JR.**  
Associate Justice  
Chairperson



**DIOSDADO M. PERALTA**  
Associate Justice



**JOSE PORTUGAL PEREZ**  
Associate Justice



**FRANCIS H. JARDELEZA**  
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



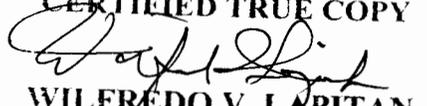
### CERTIFICATION

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

CERTIFIED TRUE COPY



**WILFREDO V. LAPITAN**  
Division Clerk of Court  
Third Division

SEP 05 2016

