

THIRD DIVISION

[G.R. No. 204494, July 27, 2016]

JO-ANN DIAZ-SALGADO AND HUSBAND DR. GERARD C. SALGADO, PETITIONERS, VS. LUIS G. ANSON, RESPONDENT.

DECISION

REYES, J.:

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

The Facts

On September 5, 2003, Luis Anson (Luis) filed a Complaint^[5] 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^[6] dated January 23, 2002 and the Deed of Extra-Judicial Settlement of Estate of the Deceased Severina De Asis dated October 25, 2002.^[7]

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.^[8]

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).^[9]

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.^[10] When Severina died on September 21, 2002,^[11] 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.^[12]

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.^[13]

In Jo-Ann's Answer with Compulsory Counterclaim,^[14] which the trial court considered as the Answer of her husband, Gerard,^[15] 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^[16] executed in November 1980. This was implemented through another Partition Agreement^[17] 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.^[18]

Meanwhile, the Spouses Maya corroborated the Spouses Salgado's stance in their Answer,^[19] 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^[20] and is estopped from denying the same.^[21] 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.^[22] 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^[23] (between Luis and Severina) from the Office the Civil Registrar General of the National Statistics Office.^[24]

Trial ensued thereafter. After Luis gave his testimony and presented documentary evidence which included a certified true copy of his marriage contract with Severina,^[25] the Spouses Salgado and Spouses Maya filed their respective Demurrers to Evidence.^[26] 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.^[27] Luis had also admitted the existence, due execution and authenticity of the Partition Agreement.

[28] 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.[29]

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.[30] The Spouses Salgado and Spouses Maya filed their separate motions for reconsideration,[31] which the trial court denied.[32] Consequently, both the Spouses Salgado and Spouses Maya filed their respective petitions for *certiorari* with the CA.[33] 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.[34]

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[,] "[35] whereas the CA Ninth Division dismissed the petition of the Spouses Maya and ordered the trial court to decide the case with deliberate dispatch.[36]

In an Order[37] 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 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[38] 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.[39] The trial court also based its ruling in *Geronimo v. CA*[40] where the validity of marriage was upheld despite the absence of the marriage license number on the marriage contract.[41] 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.[42]

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.^[43]

On November 17, 2008, the RTC rendered another Decision^[44] 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."^[45] The RTC also ordered the cancellation of new TCTs issued by virtue of the said Deeds.^[46]

The Spouses Salgado and the Spouses Maya filed their respective motions for reconsideration on September 11, 2007^[47] and August 28, 2007,^[48] respectively, which the RTC denied in the Omnibus Order^[49] 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^[50] and April 24, 2009,^[51] respectively.

Ruling of the CA

The Spouses Maya and Luis thereafter entered into a Compromise Agreement^[52] which was approved by the CA in its Decision^[53] dated October 26, 2011. This resulted in the termination of the Spouses Maya's appeal.^[54]

On August 6, 2012, the CA rendered a Decision,^[55] 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.^[56]

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.^[57] The CA further explained that "the best evidence to establish the absence of a 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."^[58]

The Spouses Salgado and Spouses Maya filed a motion for reconsideration^[59] which the CA denied through its Resolution^[60] 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^[61] presented by Luis which has adequately established its absence.^[62]

Luis, in his Comment,^[63] 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.^[64] 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.^[65]

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*.

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^[66] 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.^[67]

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^[68] on December 28, 1966.

A valid marriage license is a requisite of marriage under Article 53^[69] of the Civil Code, and the absence thereof, save for marriages of exceptional character,^[70] 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;