RECENT JURISPRUDENCE ON CIVIL LAW*

INTRODUCTION

This article is a survey of recent cases decided by the Supreme Court across three subfields of Civil Law: Persons and Family Relations; Succession; Property; Obligations and Contracts; and Torts. All these cases were decided in late 2021 and 2022.

I. PERSONS AND FAMILY RELATIONS

A. *Acharon v. People*[1]

Christian Acharon was sued by his spouse for willfully, unlawfully, and feloniously causing mental or emotional anguish, public ridicule, or humiliation by denying financial support. The couple took out a loan for Acharon's placement fee as an Overseas Filipino Worker in Brunei and agreed that Acharon would send monthly payments to cover the loan payments. While abroad, Acharon maintained a paramour, resulting in the complainant's anguish and depression.

Acharon denied the accusations and put up defenses to justify his inability to send money, including his rented place being razed by fire and him being injured in a vehicular accident for which he incurred medical expenses.

The Regional Trial Court (RTC) convicted Acharon by reason of his failure to maintain open communication with his wife, his having a paramour while he was in Brunei, and his neglect of his legal obligation to extend financial support. His appeal with the Court of Appeals (CA) was dismissed.

The Court, through Associate Justice Alfredo Benjamin Caguioa, reversed the conviction and found Acharon not guilty. The Court held that

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This Article is part of a series published by the JOURNAL, providing updates in jurisprudence across the eight identified fields of the law. The other articles focus on political law, labor law, taxation, criminal law, mercantile law, remedial law, and judicial ethics.

1 G.R. No. 224946, Nov. 9, 2021. (Caguioa, *J.*).

the mere failure or inability to provide financial support is not punishable by Republic Act No. 9262 (the Anti-Violence Against Women and Their Children Act, hereinafter "VAWC Act") since under the Family Code[2] the obligation to support is imposed mutually upon the spouses. The Court clarified the distinction between Sections 5(e) and 5(i) of the VAWC Act. Section 5(e) punishes the deprivation of financial support for the purpose of controlling the woman or making her children lose their agency. It is an intentional act attended with malice or evil intention. On the other hand, Section 5(i) punishes the willful infliction of mental or emotional anguish, or public ridicule or humiliation upon the woman or her children by denying her or her children financial support that is legally due them. Whether the accused is prosecuted under Section 5(e) or Section 5(i), the mere failure to provide financial support is not enough to merit a conviction. This is especially so in Section 5(i), where there must be evidence beyond reasonable doubt that the accused willfully or consciously withheld financial support legally due the woman for the purpose of inflicting mental or emotional anguish upon her, not by a mere failure or inability to provide the same which resulted in psychological violence.

B. *Knutson v. Sarmiento-Flores*[3]

On behalf of his minor daughter Rhuby, Randy Knutson filed a petition under the VAWC Act for the issuance of Temporary and Permanent Protection Orders against his estranged wife Rosalina, upon learning that Rosalina gambled heavily and physically abused Rhuby. When Randy reported the matter to the police, he was told that the authorities could not assist him with domestic issues,[4] which led him to file the action in the RTC. In his petition, Randy averred that Rosalina placed Rhuby in a harmful environment deleterious to her physical, emotional, moral, and psychological development.

The RTC dismissed the petition, taking the view that protection and custody orders in the VAWC Act cannot be issued against a mother who allegedly abused her own child. It further argued that a child's mother cannot be considered an offender under this law and that the remedies therein are not available to the father because he is not a "woman victim of violence," as held in *Ocampo v. Arcaya-Chua*.[5] Randy moved for reconsideration and argued that the VAWC Act used the term "any person," thus it is not limited to male

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[2] *See* FAM. CODE, arts. 68, 70, 195.

[3] [Hereinafter "*Knutson*"], G.R. No. 239215, July 12, 2022. (Lopez, *J.*).

[4] *Id.* at 2–3. This pinpoint citation refers to the copy of this decision uploaded to the Supreme Court Website.

[5] A.M. OCA IPI No. 07-2630-RTJ, Apr. 23, 2010.

offenders. However, the RTC denied the motion.

Aggrieved, Randy filed a petition for *certiorari* before the Court, arguing that the VAWC Act does not limit the offender to a male person and that the legislative intent is to provide all possible protection to children.[6] He contended that the remedies were applied for on behalf of his daughter, who is a victim of the violence of her own mother.

In granting Randy's petition, the Court, through Associate Justice Mario Lopez, ruled that while the VAWC Act excludes men as victims, the law does not deny a father of remedies solely because of his gender or that he is not a "woman victim of violence." Section 4 of the VAWC Act mandates that the law "shall be liberally construed to promote the protection and safety of victims of violence against women and their children." The RTC's restrictive interpretation requiring that the mother and her child be victims of violence before they may be entitled to the remedies of protection and custody orders will frustrate the policy of the law to afford special attention to women and children as usual victims of violence and abuse. Such approach will weaken the law and remove from its coverage instances where the mother herself is the abuser of her child.

The VAWC Act covers situations where the mother commits violent and abusive acts against her own child and creates the innovative remedies of protection and custody orders. The petition was principally filed for the protection of the minor child, not the father. Noting that the RTC ignored the evidence on the pretext that the father is not allowed to apply for protection and custody orders because he is not a woman victim of violence, the Court found that the RTC committed grave abuse of discretion and granted the petition for *certiorari*.

II. SUCCESSION

A. *Aquino v. Aquino*[7]

Penned by Senior Associate Justice Marvic M.V.F. Leonen, this case liberalized the construction of Article 992 of the Civil Code[8] or the "Iron

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[6] *Knutson*, G.R. No. 239215, at 3–6.

[7] G.R. No. 208912, Dec. 7, 2021. (Leonen, *J.*).

[8] CIVIL CODE, art. 992. An illegitimate child has no right to inherit *ab intestato* from the legitimate children and relatives of his father or mother; nor shall such children or relatives inherit in the same manner from the illegitimate child.

Curtain Rule."

Miguel Aquino died intestate, leaving personal and real properties. He was survived by his second wife Enerie, Abdulah, and Rodolfo (his two sons with Enerie), and the heirs of Wilfredo (his son with his first wife Amadea). Miguel was predeceased by Arturo, his other son with Amadea.

In the petition for letters of administration filed by Rodolfo, Amadea Angela Aquino moved that she be included in the distribution and partition of Miguel's estate as the daughter of Arturo with Susan Kua. Angela claimed that she was the only child of Arturo and was born after Arturo died. She also alleged that while her parents were not married, they did not suffer from any impediment to marry and were planning to marry before Arturo died.

Angela further claimed that her grandfather Miguel took care of her mother's expenses during her pregnancy with her, and that since birth, her father's relatives had continuously recognized her as Arturo's natural child. When Miguel gave instructions on the distribution of his properties, she was among his designated heirs and was given a commercial lot, the rentals of which were to be paid to her.

Angela later filed a Motion for Distribution of Residue of Estate or for Allowance to the Heirs, claiming a legal right to a monthly allowance like those given to Miguel's other heirs.

The RTC granted Angela's motions. Rodolfo filed a petition for *certiorari* before the CA which was denied. Meanwhile, Abdulah appealed the RTC's orders before the CA, claiming that Angela failed to prove her filiation and, in any case, Angela could not inherit from Miguel *ab intestato*. The CA rendered a decision in favor of Abdulah.

The Court ruled that Angela can inherit from her grandfather's estate. The decision revisited the Iron Curtain Rule, such that grandparents and other direct ascendants are no longer covered by the term "relatives" under Article 992 of the Civil Code. It held that children, regardless of the circumstances of their births, are qualified to inherit from their direct ascendants—such as their grandparents—by their right of representation. This interpretation makes Article 992 more consistent with the changes introduced by the Family Code on the obligation to support among and between the direct line of blood relatives.

Accordingly, when a non-marital child seeks the right of

representation, Article 982 of the Civil Code[9] shall apply. The language of Article 982 does not make any distinction or qualification as to the birth status of the "grandchildren and other descendants" granted the right of representation. It is notable that the Court uses the term "non-marital child" to describe a status of a child born out of unwed parents.

Because of the factual issues regarding Angela's claim of filiation, the Court remanded the case to the RTC and ordered it to receive further evidence, including DNA evidence, to determine her paternity. The Court emphasized that DNA testing is a valid method of determining filiation in all cases where this is an issue.

III. PROPERTY

A. *Mabalo v. Heirs of Babuyo*[10]

This case defined the rules which govern ejectment suits between co-owners. The subject matter of the case is a 5,599-square meter parcel of land owned by Roman Babuyo. When Roman died, his children ("Heirs of Babuyo") took physical possession of and introduced improvements on the property, which remained undivided among them. They later discovered that their father had another heir named Rufino, who had a daughter named Segundina. Segundina claimed that she inherited a portion of the property from her father Rufino, and she sold a 364-square meter portion to Perlita Mabalo on June 2, 2014.

On June 3, 2014, the Heirs of Babuyo hired laborers to trim the branches of a tree planted on the property, but Mabalo ordered them to desist from further work. Thereafter, she constructed a fence on this section with a sign that said, "No Trespassing Private Property." Mabalo also caused the demolition of two houses and pruned the plants growing on the property.

The Heirs of Babuyo demanded that Mabalo vacate the property lot, but she refused, which compelled them to file a complaint for forcible entry against her. The Municipal Circuit Trial Court (MCTC) and the RTC ruled in favor of the Heirs of Babuyo. The CA affirmed the RTC's Resolution and ruled that the property remains undivided and co-owned by the parties, and

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[9] CIVIL CODE, art. 982. The grandchildren and other descendants shall inherit by right of representation, and if any one of them should have died, leaving several heirs, the portion pertaining to him shall be divided among the latter in equal portions.

[10] [Hereinafter "*Mabalo*"], G.R. No. 238468, July 6, 2022. (Lopez, *J.*).

what was sold to Mabalo was only Segundina's *pro indiviso* rights as a co-owner. Mabalo elevated the case to the Court by way of a petition for review on *certiorari*.

The Court, through Associate Justice Jhosep Lopez, ruled in favor of the Heirs of Babuyo and ordered Mabalo to immediately vacate the portion of land owned by the former and to remove the improvements she introduced on the property. Citing Article 493 of the Civil Code,[11] which gives a co-owner the right to exercise acts of ownership, the Court held that Segundina had the right to freely sell her undivided interest, but the sale remained effective to the extent that it only transferred her *pro indiviso* share to Mabalo. Mabalo became a co-owner with the Heirs of Babuyo after the sale, and as a co-owner, Mabalo must respect her co-owners' rights to use and enjoy the common property.

The Court also noted that Article 487 of the Civil Code allows any co-owner to file an ejectment suit not only against a third person, but also against another co-owner who takes exclusive possession of and asserts exclusive ownership over the property, to compel them to recognize the co-ownership.[12] In such a case, the plaintiff can neither exclude the defendant nor recover a determinate part of the property because as a co-owner, the defendant also has a right to possess the same. As discussed by the Court in *De Guia v. CA*,[13] ejectment will lie against a co-owner who takes exclusive possession and asserts exclusive ownership, but only for the limited purpose of upholding and recognizing the co-ownership.

In line with the doctrine in *De Guia* and Article 536 of the Civil Code, which states that in no case may possession be acquired through force or intimidation,[14] the Court laid down the rules which govern ejectment suits between co-owners as embodied in Article 487 of the Civil Code:

> 1. If a co-owner takes possession of a definite portion of the common property in the exercise of their right to possession as a co-owner, they may not be ejected as long as they recognize the co-ownership, since they are considered to be in possession of the

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[11] CIVIL CODE, art. 493. Each co-owner shall have the full ownership of his part and of the fruits and benefits pertaining thereto, and he may therefore alienate, assign or mortgage it, and even substitute another person in its enjoyment, except when personal rights are involved. But the effect of the alienation or the mortgage, with respect to the co-owners, shall be limited to the portion which may be alloted to him in the division upon the termination of the co-ownership.

[12] CIVIL CODE, art. 487.

[13] G.R. No. 120864, 413 SCRA 113, Oct. 8, 2003.

[14] CIVIL CODE, art. 536.

> property as a trustee for the co-ownership.
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> 2. If a co-owner takes exclusive possession of a specific portion of the common property and it results in the exclusion or deprivation of another co-owner in prior possession, any co-owner may file an action for ejectment to evict the co-owner who wrested its possession by force.
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> 3. To evict a co-owner from the common property, the burden is on the plaintiff co-owner to prove that the defendant co-owner employed force, intimidation, threat, strategy, or stealth when they came into possession of the common property.
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> 4. Failure to meet this requirement means that the plaintiff co-owner can neither exclude the defendant co-owner nor recover a determinate part of the property, because then the latter is considered to have entered the same in their own right as a co-owner and trustee of the co-ownership.[15]

The basis for the eviction of the defendant co-owner is not the mere existence of their right of possession as a co-owner, but whether they exercised such right in a manner that ousted or deprived the rights of the other co-owners who were in prior possession. Thus, Mabalo's right of possession as a co-owner does not automatically entitle her to immediately wrest possession of the common property or a portion thereof from its current occupants, the Heirs of Babuyo.

Applying the foregoing rules, the Court determined that the Heirs of Babuyo have established all the requisites of forcible entry. First, they had prior physical possession of the common property; second, they were deprived of their possession when Mabalo claimed a specific portion already occupied by the co-owners and had the existing improvements removed, from which the employment of force can be deduced; and third, the action was filed within one year from the time of the dispossession.

IV. OBLIGATIONS AND CONTRACTS

A. *Malate Construction Development Corp. v. Extraordinary Realty Agents & Brokers Cooperative*[16]

[15] *Mabalo*, G.R. No. 238468, at 20–21.

[16] G.R. No. 243765, Jan. 5, 2022. (Gaerlan, *J.*).

In this case, Associate Justice Samuel Gaerlan reiterated the rule on strengthening the freedom to contract by preserving the original intent of the contracting parties.

Malate Construction Development Corporation ("MCDC") and Extraordinary Realty Agents & Brokers Cooperative ("ERABCO") entered into a Marketing Agreement, where ERABCO agreed to promote and sell MCDC units in Mahogany Villas in Laguna and in turn, will receive 9% sales commissions in four tranches, upon fulfillment of certain conditions such as completion of documentation and payment by lot buyers.

In 2005 and 2006, MCDC refused to pay ERABCO's commissions despite having received a demand letter from ERABCO. ERABCO filed a complaint with the RTC and impleaded MCDC President Giovanni Olivares as a party-defendant.

Both the RTC and the CA ruled in favor of ERABCO and held Olivares solidarily liable with MCDC. The RTC ruled that ERABCO sufficiently proved the fulfillment of its obligation to sell MCDC's units in Mahogany Villas, and hence, was entitled to the commission fees. The CA held that the Marketing Agreement's provisions are clear and unequivocal, leaving no room for interpretation and entitling ERABCO to its commission for all sold units. MCDC then filed a petition with the Court.

Two issues were brought to the Court: whether MCDC was liable for broker's fees, and whether Olivares could be held solidarily liable with MCDC. The Court relied on Article 1370 of the Civil Code,[17] which provides that the literal meaning of the contract should prevail if its provisions are clear and unambiguous. The Court also reiterated the rule that a contract serves as the law between parties which the courts must enforce, provided that it does not run counter to law, morals, good customs, or public policy. It was established that MCDC and ERABCO freely and voluntarily entered into the Marketing Agreement and its provisions are clear, especially the prerequisites for the release of the commissions in tranches. ERABCO satisfied all these prerequisites: it promoted and sold 202 housing units and facilitated the submission of the buyers' requirements until the loans were released by the Home Development Mutual Fund ("HDMF" or more commonly known as "Pag-IBIG"), and the buyers moved into the properties. Thus, ERABCO was entitled to the commissions.

[17] CIVIL CODE, art. 1370.

In addition, the Court ruled that Olivares should not be held solidarily liable with MCDC, recalling the general rule that a corporation has a separate juridical personality from the persons who comprise it and that corporate officers and directors are not to be held liable for the liabilities of the corporation. As an exception recognized in the case of *Bank of Commerce v. Nite*,[18] the veil of corporate fiction may be pierced, and a director may be held personally responsible for the debts of a corporation only if bad faith is established. Such bad faith cannot be presumed, and in this case, the claims against Olivares were merely presumed and not proven.

The Court confirmed the liability of MCDC for ERABCO's broker's fees but absolved Olivares from personal liability for such amounts.

V. TORTS

A. *De Jesus v. Uyloan*[19]

Is a botched operation a case of quasi-delict or a breach of contract? This case resolved the nature of a patient-doctor relationship and the legal basis for a cause of action against the doctors.

In September 2010, De Jesus was advised by Dr. Uyloan to undergo laparoscopic cholecystectomy to remove gallstones. De Jesus expected the procedure to consist of four small incisions in his abdominal area but was made aware post-surgery that he underwent an open cholecystectomy, which involved opening his abdomen, without his consent After discharge from the hospital, De Jesus experienced vomiting and unbearable pain in his abdominal area, and continuous bile leak in his colostomy bag. Dissatisfied with how Dr. Uyloan and the assisting surgeon Dr. Ojeda reacted to his condition, De Jesus sought the advice of a different hospital and underwent another operation to rectify the first operation performed by Dr. Uyloan and Dr. Ojeda.[20]

In November 2015, De Jesus sued Dr. Uyloan, Dr. Ojeda, and the Asian Hospital and Medical Center ("AHMC") for damages under Articles

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[18] G.R. No. 211535, 764 Phil. 655–65, July 22, 2015.

[19] [Hereinafter "*De Jesus*"], G.R. No. 234851, Feb. 15, 2022. (Gesmundo, *C.J.*).

[20] *Id.* at 1–2. This pinpoint citation refers to the copy of this decision uploaded to the Supreme Court Website.

1170[21] and 1173[22] of the Civil Code based on a breach of their professional duties under their "medical contract," and also to hold AHMC solidarily liable. Dr. Uyloan and AHMC sought to dismiss the action on grounds of prescription, forum shopping, and lack of jurisdiction. Citing Article 1146 of the Civil Code,[23] they argued that De Jesus's action based on quasi-delict is already barred, having been filed beyond the four-year prescriptive period from September 2010, the date he underwent the cholecystectomy at AHMC.

The RTC denied both motions, but the CA reversed the RTC and ordered the dismissal of the complaint. The CA held that De Jesus's cause of action is indisputably based on medical negligence for which the applicable period of prescription is four years, pursuant to Article 1146 of the Civil Code. The complaint was filed only in November 2015, which was more than five years from the date the cause of action accrued in September 2010, when Dr. Uyloan and Dr. Ojeda performed the botched operation on his gallbladder.[24]

The Court, through Chief Justice Alexander Gesmundo, denied the petition for *certiorari* filed by De Jesus and held that an action for medical malpractice based on contract must allege an express promise to provide medical treatment to achieve a specific result. In this case, the cause of action is one for medical negligence or breach of the doctor's professional duties under the law on torts rather than the law on contracts.[25] The Court held that for lack of a specific law geared toward the type of negligence committed by members of the medical profession, such claim for damages is almost always anchored on the alleged violation of Article 2176 of the Civil Code.[26] Medical malpractice is a particular form of negligence which consists in the failure of a physician or surgeon to apply to his practice of medicine that degree of care and skill which is ordinarily employed by the profession generally, under

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[21] CIVIL CODE, art. 1170. Those who in the performance of their obligations are guilty of fraud, negligence or delay, and those who in any manner contravene the tenor thereof, are liable for damages.

[22] Art. 1173. The fault or negligence of the obligor consists in the omission of that diligence which is required by the nature of the obligation and corresponds with the circumstances of the persons, of the time and of the place.

[23] Art. 1146. The following actions must be instituted within four years:

(1) Upon an injury to the rights of the plaintiff;

(2) Upon a quasi-delict;

However, when the action arises from or out of any act, activity, or conduct of any public officer involving the exercise of powers or authority arising from Martial Law including the arrest, detention and/or trial of the plaintiff, the same must be brought within one (1) year.

[24] *De Jesus*, G.R. No. 234851, at 1–4.

[25] *Id.* at 4–6.

[26] CIVIL CODE, art. 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done.

similar conditions, and in like surrounding circumstances.

In this case, the cause of action is one for medical malpractice or medical negligence premised on the breach of the defendant doctors' professional duties of skill and care, or the improper performance by a physician surgeon, where the plaintiff suffered injury and damages. The attempt of De Jesus to present a hybrid tort and contract claim arising from the negligent acts of his physicians failed. Finally, the case is also barred by prescription as it was filed more than four years after the cause of action accrued in September 2010, the day of the operation on his gallbladder.[27]

B. *Maitim v. Aguila*[28]

Petitioner Maitim was on board her vehicle driven by her driver Restitu Santos. While driving along the common driveway of a townhouse complex, Maitim's vehicle sideswiped Angela, the six-year-old daughter of respondent Aguila. Angela was dragged several meters and suffered multiple injuries. Aguila sent demand letters to Maitim and Santos to recover Angela's hospital expenses, and after receiving no response, filed an action for damages based on a quasi-delict before the RTC.

Maitim denied the accusations and argued that she was unable to file for a third-party liability insurance claim since Aguila refused to submit the necessary documents. In addition, Maitim claimed that she exercised due diligence in the selection and supervision of her employee. The RTC decided in favor of Aguila by applying the doctrine of *res ipsa loquitur*[29] and declared that Santos was negligent. The CA affirmed the decision of the lower court. Maitim filed a petition for review on *certiorari*.

The Court, through Associate Justice Ramon Paul Hernando, affirmed the decision of the lower court and ruled that the negligence of the driver was sufficiently established through the doctrine of *res ipsa loquitur*. The fact that the victim Angela was hit by a moving vehicle and sustained multiple injuries clearly established that there was a vehicular accident, and as such the rule of *res ipsa loquitur* shall apply. In the ordinary course of things, a running

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[27] *De Jesus*, G.R. No. 234851, at 4–9.

[28] G.R. No. 218344, 718 SCRA 263, Mar. 21, 2022. (Hernando, *J.*).

[29] The doctrine of *res ipsa loquitur* means that "where the thing which causes injury is shown to be under the management of the defendant, and the accident is such as in the ordinary course of things does not happen if those who have the management use proper care, it affords reasonable evidence, in the absence of an explanation by the defendant, that the accident arose from want of care." Solidum v. People, G.R. No. 192123, 718 SCRA 263, Mar. 10, 2014.

child hit by a slow-moving vehicle would not have suffered injuries so severe that it required surgery and confinement to a wheelchair if a reasonably prudent man was driving the vehicle with care. An inference of negligence on the part of the driver Santos—the person who controls the instrumentality or the vehicle which caused the injury—arises, and he has the burden of presenting proof to the contrary. Santos failed to discharge this burden and the Court found that the presumption of negligence lodged towards him shall stand.

Notwithstanding the insistence of Maitim that Santos had an unblemished 12-year driving record and has a police clearance, the Court also held Maitim solidarily liable with driver Santos under Article 2180 of the Civil Code. The Court held that absent evidence to the contrary, the finding of negligence against Santos gives rise to the presumption of failure on the part of Maitim to exercise the diligence of a good father of a family in her selection and/or supervision of her employee.

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