

RECENT JURISPRUDENCE ON CIVIL LAW*

I. PERSONS AND FAMILY RELATIONS

A. *In Re: Petition for Adoption of Jan Aurel Maghanoy Bulayo*¹

Mary Jane Kimura is a Filipino national who gave birth to a son, Jan Aurel, in 1997. She was not married to her son's biological father, thus Jan Aurel is her illegitimate child. Seven years later, Mary Jane married Yuichiro Kimura, a Japanese national. In order to have Jan Aurel recognized as the couple's legitimate child, they filed a joint petition for adoption, which was approved by the Department of Social Welfare and Development. However, the Regional Trial Court denied the petition since Jan Aurel's status of illegitimacy meant that Yuichiro was not exempt from the requirements on residency and certification extended by the Domestic Adoption Act to aliens seeking to adopt their Filipino spouse's relative within the fourth degree of consanguinity or affinity.

In affirming that illegitimate children are contemplated in the provision on aliens who may adopt without having to comply with the residency and certification requirements, the Court held that the definition of the word "child" in Article 996 of the Civil Code contemplates blood relation and does not disqualify based on status. An illegitimate child is therefore a relative within the first civil degree of consanguinity of his biological mother, belonging to the direct maternal lineage, which is never uncertain. Furthermore, a look at the deliberations on the Domestic Adoption Act shows that as long as there is a tie of consanguinity between the Filipino spouse and the adoptee, the alien spouse is covered by the exemption. Since there was no intent on the part of the lawmakers to limit the coverage to legitimate children, Jan Aurel is considered a relative of his mother regardless of his status of illegitimacy.

B. *Cahapisan-Santiago v. Santiago*²

In this latest addition to the long line of cases involving Article 36 of the Family Code, which allows the nullification of marriages plagued with a spouse's psychological incapacity, petitioner Juanita Cahapisan-Santiago seeks

* *Cite as Recent Jurisprudence on Civil Law*, 93 PHIL. L.J. 534, [page cited] (2020).

¹ G.R. No. 205752, Oct. 1, 2019.

² G.R. No. 241144, June 26, 2019.

the reversal of the Regional Trial Court's decision dissolving her marriage with respondent James Santiago due to the latter's inability to discharge his essential marital obligations. James suffers from Dependent Personality Disorder ("DPD"), a chronic illness which makes him over-dependent on his wife and his mother. The lower court's decision was based largely on the report of an expert clinical psychologist, who described the gravity, juridical antecedence, and incurability of James' DPD. Nevertheless, Juanita contests this by arguing that his DPD is contrary to his personality, and that it was his sexual infidelity and not his illness which led them to quarrel.

The Court held that the psychologist's report on which James relied failed to sufficiently establish his psychological incapacity based on his DPD. Since the report included mostly conclusions which were not grounded on specific acts performed by James, he failed to show that there was a clear and understandable causation between his DPD and his psychological incapacity. Additionally, the Court reiterated that sexual infidelity alone cannot sufficiently prove one's psychological incapacity, as the essence of psychological incapacity is such a grave condition as to render a spouse unable to perform his essential marital obligations. The stringent requirements for declaring one's marriage void based on Article 36, set by common law in order to protect the sanctity of marriage, are once again affirmed by the Court.

II. OBLIGATIONS AND CONTRACTS

A. *Ching v. Manas*³

Petitioner Ching entered into a Contract of Sale of five sets of Simplex Model XL movie projectors for his cinemas, to be delivered and installed by respondent Manas. Ching paid the downpayment, and when only four sets were delivered, he agreed to use a cheaper brand, Century, as a temporary standby as the opening date of his cinemas neared. His second payment would become due upon full and complete delivery of all the items, while his third would become due after complete installation and satisfactory operations. However, the sale was aggravated by the incomplete installation of the wiring connections, faulty projectors, and delivery delays, all the while the 5th set of projectors had yet to arrive. Claiming that he had fully complied with the terms of the Contract of Sale, Manas wrote Ching a notice and demand letter for the rest of the payment, and later on filed a Complaint for Sum of Money and Damages. Both of the courts *a quo* granted his petition and awarded him 12% interest per annum on top of the unpaid sum.

³ G.R. No. 198867, Oct. 16, 2019.

The issue in this case is Manas' entitlement to the interest incurred due to Ching's delayed payment. The stipulated interest in the contract provided that Ching would be liable to pay interest at 14% per annum only when the payment is due and he fails to make such payment. However, the Contract of Sale gave rise to a reciprocal obligation, where Ching was obliged to pay the unpaid sum of his purchase while Manas was obliged to complete the delivery, installation, dry run testing, and satisfactory operation of the projectors. The Court of Appeals found that the delivery of the Century brand projector could not make up for what was originally stipulated since the former is of less value, so it follows that there was no complete installation. In a reciprocal obligation, when one party does not comply or is not ready to comply with the obligation, neither party is in delay. Owing to these contractual breaches committed by Manas, Ching was justified in withholding the unpaid balance. Therefore, it could not be said that Ching was in delay and that Manas was entitled to the stipulated interest.

B. Lara's Gifts & Decors, Inc. v. Midtown Industrial Sales, Inc.⁴

Petitioner is engaged in manufacturing, selling, and exporting handicrafts. It purchased various industrial and construction materials from respondent on a 60-day credit term and with a condition that the former would be charged a 24% interest per annum on its overdue accounts. However, the first set of checks petitioner issued bounced, and the replacement checks were dishonored for being "Drawn Against Insufficient Funds." Petitioner failed to pay even upon the respondent's demand, which prompted the latter to file a Complaint for Sum of Money with Prayer for Attachment. As a defense, petitioner admitted to purchasing the materials, but deliberately issued checks which were not for value due to their substandard quality.

The Court held that in the absence of evidence to support petitioner's claim that the materials delivered were of poor quality, petitioner was in default of its contractual obligations. It is well-settled that in a breach of obligation involving the payment of a sum of money, the interest due should be that which may have been stipulated in writing. The argument that the stipulated interest is void must fail because petitioner did not raise any objections to it, and it could not be said that petitioner was misinformed or misled since the rate was expressly stated in the sales invoices. The legal interest of 6% per annum applies only in the absence of a stipulated interest;

⁴ G.R. No. 225433, Oct. 2, 2019.

otherwise, the latter is applied as the law between the parties. As such, the interest to be paid is the 24% per annum rate stipulated by the parties, and it began to run from the date of respondent's extrajudicial demand until full payment. In addition, this amount shall likewise earn a separate legal interest at the prevailing rate prescribed by the Bangko Sentral ng Pilipinas, starting from the date of judicial demand until full payment.

III. SALES

A. *Spouses Manlan v. Spouses Beltran*⁵

The ownership over a 1,214-square-meter parcel of land in Dumaguete City, originally owned by the Orbeta family, is put into question in this case. On one hand, Spouses Manlan claim to have bought a 500-square-meter portion of the land from Manuel Orbeta in 1983, and thereafter built their house thereon in good faith. On the other hand, the Orbetas—save for Manuel who passed away and was represented by his wife—executed a Deed of Absolute Sale conveying 714-square-meters of the land to Spouses Beltran. A second Deed of Absolute Sale was executed in 1990, conveying the remaining 500-square-meters to them, after which the land was registered in their name. Spouses Manlan refused to vacate the property, arguing that since they bought the 500sqm portion first, they had a better claim over it. They also argued that since Manuel Orbeta was already dead when the Deed was notarized, it was obtained through fraud and, therefore, defective.

The first issue before the Court is the applicability of the rules on double sale on the disputed parcel of land. Ruling in the negative, the Court explained that double sale only applies when the same thing is sold to different vendees by a single vendor, which is not the case here since the land was owned in common by the Orbetas. The second issue is the effect of the defective notarization on the legality of the sale. The Court invoked the well-established doctrine that the failure to observe the proper form of the public character of a document which transmits or extinguishes real rights over immovable property does not affect the validity of the acts or contracts. Such necessity of form is only for convenience. Thus, the sale is still binding among the parties.

⁵ G.R. No. 222530, Nov. 27, 2019.

IV. TORTS

A. *Interphil Laboratories, Inc. v. OEP Philippines, Inc.*⁶

In 1998, Interphil and OEP entered into a Manufacturing Agreement where the former would process and package 90-milligram and 120-milligram Diltelan capsules for OEP using materials to be provided by the latter. In case of defects in the product's quality, the parties agreed that Interphil would be liable if the defect is caused by the processing and packaging, while OEP would be liable if it pertained to the product's formulae, methods, instructions, or raw materials. In 2000, OEP's client Elan Taiwan complained of a defect in the packaging of 90-milligram capsules mistakenly wrapped in foils meant for 120-milligram capsules and placed in boxes meant for the 90-milligram capsules, which caused alarm in certain hospitals in Taiwan. Due to the danger and health risks the situation posed to the public, OEP recalled and destroyed the packaged capsules in question. OEP thereafter demanded reimbursement from Interphil for the defective capsules, but the latter refused to pay, citing OEP's liability for breach due to its unilateral destruction of the capsules, as well as allegedly mis-spliced rolls of foil which OEP provided for the packaging.

As Interphil's negligence is put into question, the doctrine of *res ipsa loquitur* is applied by the Court. Interphil had exclusive control over packaging the materials before they were delivered to OEP. Interphil even noted that upon delivery, its employees conducted an inspection of the materials pursuant to OEP's procedures and specifications. There is also no proof of the allegedly defective rolls of foil, and even assuming they were so, Interphil's employees should have been able to catch them upon inspection. Moreover, OEP was able to sufficiently rebut the presumption of fault and negligence, as well as exercised prudence in acknowledging the urgency of the situation when it destroyed the defective capsules unilaterally. Thus, the liability rests solely on Interphil, whose negligence is the proximate cause of the defect.

B. *Tan v. Great Harvest Enterprises, Inc.*⁷

Petitioner Tan was hired by Great Harvest to transport 430 bags of soya beans from Manila to Selecta Feeds in Quezon City. Upon the arrival of

⁶ G.R. No. 203697, June 7, 2019.

⁷ G.R. No. 220400, June 4, 2019.

Tan's employee Cabugatan at Selecta Feeds, the shipment was rejected, which prompted Great Harvest to instruct Cabugatan to deliver the shipment to the latter's warehouse in Malabon instead. However, the truck never reached Malabon, and was later found by the NBI in Cavite, cannibalized and empty. Great Harvest then filed a Complaint for Sum of Money, which was granted by the Regional Trial Court on the basis that the verbal contract Great Harvest entered with Tan was binding, in spite of Tan's denial that a hauling contract was perfected by them. Tan also argued that she should not be held liable for the loss brought about by the truck's deviation from the original unloading point, since Great Harvest changed the point of delivery without her consent.

The Court upheld the strict standard of care imposed upon common carriers by invoking not only the fact that they are entrusted with the goods of others, but also by noting the public nature of their business and its economic implications. Common carriers take the full burden of any failure on their part to take the precautions expected of them because an inherently inequitable dynamic arises when passengers or shippers surrender total control over their persons or goods to them. Tan failed to exercise extraordinary diligence when she did not take steps such as hiring security or taking out insurance for the cargo. Since her case does not fall under the exceptions to a common carrier's responsibility, she is liable for the loss of Great Harvest's shipment.

V. AGENCY, PARTNERSHIPS, AND TRUSTS

*A. Engineering Geoscience Inc. v. Philippine Savings Bank*⁸

In 1990, Petitioner Engineering Geoscience, Inc. ("EGI") obtained a loan from respondent Philippine Savings Bank ("PSB"). EGI, through its President, Jose Rolando Santos, secured the loan with a Real Estate Mortgage in favor of PSB. The parties agreed on a schedule of payment for the said loan; however, EGI defaulted. EGI and PSB submitted to the trial court a compromise agreement, which was granted. Nevertheless, EGI still failed to comply with the terms of the compromise agreement. The mortgaged properties were foreclosed in favor of PSB. EGI filed several motions for reconsideration, which were all denied by the trial court. It was only in its Reply in 2005 that it raised Jose Rolando Santos's lack of authority to enter into a compromise agreement, alleging that he did not have a Special Power of Attorney. The trial court declared the Compromise Agreement void for

⁸ G.R. No. 187262, Jan. 10, 2019.

lack of requisite authority to enter into it. The Court of Appeals reversed the trial court, not believing that the President of EGI had no special power of attorney to represent and act on behalf of the company.

The Supreme Court held that while there was no proof of Santos' authority to enter into the Compromise Agreement, his case falls under the doctrine of apparent authority. Under this doctrine, acts and contracts of the agent, within the apparent scope of the authority conferred on him, although no actual authority to do such acts or to make such contracts has been conferred, bind the principal. Furthermore, EGI availed of the benefits of the Compromise Agreement, and is therefore estopped from questioning Santos' authority as its agent.

***B. Spouses Rainier Jose M. Yulo and Juliet L. Yulo v. Bank of the Philippine Islands*⁹**

Petitioner spouses Yulo were issued pre-approved credit cards by respondent Bank of the Philippine Islands ("BPI"). When the spouses defaulted on their payments, BPI sent two demand letters for immediate payment. The demands went unheeded, so BPI filed a complaint for collection against the Yulos. The Metropolitan Trial Court ruled against the petitioner spouses and ordered them to pay. The Regional Trial Court affirmed the decision, holding that BPI sufficiently discharged their burden in proving that the spouses agreed to be bound by the terms and conditions of the credit card. BPI had presented a Delivery Receipt signed by a certain Jessica Baitan, whom it claimed was the spouses' authorized representative.

The Supreme Court held that BPI failed to establish the relationship of Baitan and the spouses, hence there is no proof of her authority to receive and sign the delivery receipt on their behalf. The relationship of agency must be expressly shown or implied from the acts or silence of the principal.

VI. CREDIT TRANSACTIONS

***A. Lara's Gifts and Decors, Inc. v. Midtown Industrial Sales, Inc.*¹⁰**

Petitioner Lara's Gifts and Decors, Inc. (Lara's Gifts) purchased industrial and construction materials from respondent Midtown Industrial

⁹ G.R. No. 217044, Jan. 16, 2019.

¹⁰ G.R. No. 225433, Aug. 28, 2019.

Sales, Inc. (Midtown). The purchases were made on a 60-day credit term, with a rate of 24% interest per annum on all accounts overdue. Lara's Gifts issued several post-dated checks, which were all dishonored when deposited. When Midtown demanded payment, Lara's Gifts failed to pay. Midtown then filed a Complaint for a Sum of Money. The Regional Trial Court ruled in favor of respondent and ordered petitioner to pay the principal amount of 1.2 million pesos plus interest at 24% per annum to be computed from the date of judicial demand. The Court of Appeals affirmed the ruling. The petitioner questioned the imposition of the interest rate.

The Supreme Court held that the interest rate should be applied until the full payment of the amount claimed. It clarified the ruling in *Nacar v. Gallery Frames* and the effect of BSP-MB Circular No. 799. The case at bar involves a forbearance of credit. Since an extrajudicial demand was made before the filing of the complaint, the interest should begin to run from such extrajudicial demand and continue to run until full payment. In accordance with Article 2212 of the Civil Code, the 24% interest per annum accruing as of the filing of the complaint shall earn legal interest of 12% per annum and 6% per annum from July 1, 2013 until full payment.

B. Spouses John T. Sy and Leny N. Sy v. Ma. Lourdes De Vera-Navarro¹¹

Petitioner John Sy was a co-owner of a land with a building on it in Zamboanga. On behalf of him and his co-owners, he obtained a loan from respondent De Vera-Navarro and secured it with a Real Estate Mortgage. De Vera-Navarro asked the petitioners to execute an undated Deed of Absolute Sale, which provided for 5 million pesos as additional security. Subsequently, petitioner was surprised to learn from Benjaemy Ho Tan Holdings, Inc. ("BHTLI") that the ownership of his mortgaged property was transferred to respondent. A deed of sale was executed transferring title from respondent to BHTLI. Petitioners then filed a complaint for Declaration of Nullity of Absolute Sale. The Regional Trial Court ruled that the sale was void, and it was actually an equitable mortgage. The Court of Appeals reversed the ruling of the trial court.

The Supreme Court held that the purported contract of sale is actually an equitable mortgage because it reveals the intention of the parties to charge real property as security for a debt. The badges of equitable mortgage were present in this case. *First*, vendor John remained in possession of the property despite the sale to De Vera-Navarro. *Second*, the purchase price was grossly

¹¹ G.R. No. 239088, Apr. 3, 2019.

inadequate. *Third*, De Vera-Navarro retained the purchase price; no consideration was paid at all. *Fourth*, the testimonies of the parties admitted their intention to secure the debt. In cases like this, parole evidence becomes competent and admissible to prove that the instrument was really given as mere security for a loan.

VII. SUCCESSION

A. Spouses Isidro R. Salitico and Conrada C. Salitico v. Resurreccion Martinez-Felix¹²

Amanda Burgos is the owner of a parcel of land in Bulacan. By virtue of a document entitled *Huling Habilin ni Amanda H. Burgos*, the subject property was inherited by her niece, Resurreccion. Resurreccion executed a document transferring the ownership of the land to petitioners-spouses Salitico, who then took possession of the property. Respondent Recaredo was appointed executor of the *Huling Habilin*. Petitioner spouses received a demand letter requiring them to vacate the property and surrender it to the heirs of Burgos. The spouses executed an Affidavit of Adverse Claim which was rejected by the Register of Deeds, so they filed a complaint praying for delivery of owner's duplicate copy of the Original Certificate of Transfer of the subject property and the execution of the corresponding Deed of Absolute Sale in their favor. The Regional Trial Court dismissed the complaint for lack of cause of action because the Estate of Burgos had not yet been fully settled. The Court of Appeals dismissed the petitioners' appeal because of the pending probate proceedings.

The Supreme Court held Resurreccion became the absolute owner of the devised property upon Amanda Burgos's death, subject to a resolatory condition that upon the settlement of the latter's estate, the devise is not declared inofficious or excessive. There is, therefore, no legal bar preventing Resurreccion from entering into a contract of sale with the petitioners with respect to his share. Article 777 of the Civil Code provides that the rights of the inheritance are transmitted from the moment of death, and not at the time of declaration of heirs or partition or distribution.

¹² G.R. No. 240199, Apr. 10, 2019.

B. Nicomedes Augusto v. Antonio Carlota Dy¹³

Spouses Sixto and Marcosa own a parcel of land and have one child, herein petitioner Roberta Silawan. Respondent Antonio Carlota Dy filed a complaint for Declaration of Nullity of Deeds against petitioners Roberta and Augusto and others, alleging that he owned a portion of the parcel of land through purchase. He claimed that when he tried to secure a certificate of title in his name, titles to the property were already issued in petitioners' names, which were effected by an Extrajudicial Settlement by Sole and Only Heir with Confirmation of Deed of Absolute Sale by Roberta, the spouses' only heir. The Deed of Absolute Sale were all annotated on the Original Certificate of Title. Respondent claimed that Roberta's act had no basis because the property had already been sold to the former's predecessor-in-interest, so he prayed for the nullity of the Deed of Extrajudicial Settlement. The Regional Trial Court declared the Deed of Extrajudicial Settlement null and void and ordered a new partition of the property in favor of Antonio. The Court of Appeals affirmed the ruling in toto, saying that Roberta cannot unilaterally rescind the sale her father executed.

The Supreme Court held that the evidence shows that there was an invalid conveyance made by the original owner, Sixto, as to his undivided share of the property. The subject property is originally conjugal in nature. Upon the death of Marcosa, the conjugal nature of the property was dissolved and the interest of Sixto as to his undivided one-half share was vested in him. In addition to the one-half share, another one-fourth of the conjugal estate share was also vested in Sixto as the surviving spouse of Marcosa. Roberta is entitled to the other one-fourth of the property, in accordance with Article 996 of the Civil Code.

VIII. LAND, TITLES, AND DEEDS***A. Heirs of Leonarda Nadela Tomakin v. Heirs of Celestino Navares***¹⁴

Jose Badana owned Lot No. 8467. He died, leaving two sisters, Quirina and Severina. In 2004, respondents filed a Complaint for Reconveyance against petitioners, alleging that Quirina sold one half of the subject property to the respondents' parents, and that they have inherited such property. They claimed to have been paying its real estate taxes since 1955 and

¹³ G.R. No. 218731, Feb. 13, 2019.

¹⁴ G.R. No. 223624, July 17, 2019.

have been occupying the property adversely and openly in the concept of owner. They also alleged that Severina sold the other half of the property to the predecessors-in-interest of petitioners. Respondent Navares claimed that when petitioner Tomakin sold a portion of the lot to Alfredo Dacua Jr., a stranger named Mauricia Bacus executed an Extrajudicial Settlement of Estate of Jose Badana and caused the other half of the subject property to be registered in the name of Tomakin. Demands by respondents Navares to reconvey the lot were unheeded. Petitioners Tomakin answered that they have been exercising acts of ownership over the subject lots and that the respondents are barred by prescription and laches, with 49 years having elapsed since the disputed sale. The Regional Trial Court ruled in favor of petitioners Tomakin, saying that respondents failed to prove their ownership. The Court of Appeals reversed, saying that prescription could not bar the complaint of Navares since, by Tomakin's admission, Navares was living in the said lot.

The Supreme Court ruled that Navares' possession was in the concept of owner by the mere fact that the action for reconveyance was filed because they deemed themselves owners. The action for reconveyance is the correct remedy of a landowner whose property was wrongly registered in another's name. Since Navares had been exercising acts of dominion over the property, they cannot be said to have slept on their rights as owners.

***B. Heirs of Spouses Gervacio A. Ramirez and Martina Carbonel, represented by Cesar S. Ramirez and Elmer R. Aduca v. Joey Abon and the Register of Deeds of Nueva Vizcaya*¹⁵**

Petitioners allege that the Original Certificate of Title (OCT) No. T-4480 is registered in the names of the late spouses Ramirez and Carbonel. Respondent's father requested the Register of Deeds to issue a new owner's duplicate of title because Spouses Ramirez allegedly sold the property to respondent, as evidenced by a Confirmation of Previous Sale ("CPS"). Upon hearing that respondent would use the document to transfer the rest of the property, the petitioner heirs filed a complaint for its annulment on the ground of forgery. Their complaint was, however, denied. Meanwhile, respondent Abon filed a Petition for Reconstitution of lost owner's duplicate of the OCT, having lost it in his cabinets. The RTC granted Abon's petition, ordering the Register of Deeds ("RD") to issue a new owner's duplicate. The petitioner heirs filed a Petition for Annulment of Judgment, stating that the OCT itself showed the owners of the lot are spouses Ramirez and not Abon's

¹⁵ G.R. No. 222916, July 24, 2019.

parents. They also claimed that the RTC did not have jurisdiction over the case because Abon did not comply with the jurisdictional requirements. The Court of Appeals ruled against the petitioners.

The Supreme Court ruled in favor of the petitioners, maintaining that the RTC did acquire jurisdiction over the case. In the instant case, what applies is Section 109 of Presidential Decree No. 1529. The Notice of Hearing on the Petition for Reconstitution was not sent to the petitioner heirs in whose names the subject OCT was registered. Under Sec. 109 of P.D. No. 1529, the registered owners should have been notified of the Petition for Reconstitution, when a person who is a transferee of ownership files it. The registered owner is an interested party.

IX. PRIVATE INTERNATIONAL LAW

*A. Republic of the Philippines v. Marelyn Tanedo Manalo*¹⁶

Marelyn Tanedo Manalo married Japanese national Yoshino Minoro in the Philippines. She divorced Minoro in Japan, and the Japanese court issued the divorce decree. Marelyn filed a petition for cancellation of entry of marriage in the Civil Registry in the Regional Trial Court (RTC) so as not to be disturbed in her future decision to marry, and prayed to be allowed to use her maiden name. The Office of the City Prosecutor questioned the petition and alleged that the proper action is a Petition for Recognition and Enforcement of Judgment. Marelyn accordingly amended the petition. The RTC denied the petition, saying that the divorce obtained in Japan should not be recognized, according to Article 15 of the Civil Code. The Court of Appeals overturned the ruling, applying Article 26 of the Family Code.

The Supreme Court upheld the ruling of the Court of Appeals, but remanded the case to the RTC to allow Manalo to prove the Japanese law on divorce. The law only requires that the divorce be obtained validly abroad; it does not require the alien spouse to be the one to file for it. Article 26 is meant to address the anomaly where a Filipino spouse who validly divorces her spouse abroad would not be free to remarry in his or her own country while the foreign spouse is free to do so. Furthermore, there is sufficient reason to distinguish Filipinos married to other Filipinos and Filipinos married to foreign citizens. Hence, while a divorce obtained abroad by a Filipino against

¹⁶ G.R. No. 221029, Apr. 24, 2018.

another Filipino is null and void, a divorce obtained abroad by a Filipino against a foreign spouse may be recognized if in accordance with the national law of the foreigner.

B. Rhodora Ilumin Racho, a.k.a. “Rhodora Racho Tanaka” v. Seiichi Tanaka, Local Civil Registrar of Las Pinas City, and the Administrator and Civil Registrar General of the National Statistics Office¹⁷

Rhodora Racho and Seiichi Tanaka married in 2001 and lived in Japan, but did not have any children. Tanaka allegedly filed for divorce, which was granted. Racho secured an authenticated Divorce Certificate issued by the Japanese Consulate. She filed the certificate with the Philippine Consulate General in Tokyo, but was informed that she was required to report and register such documents in the Philippines and file for judicial recognition. She tried to have it registered in the Civil Registry, but was refused since there was no court order recognizing it. She filed a Petition for Judicial Determination and Declaration of Capacity to Marry. The Regional Trial Court ruled that Racho failed to prove that Tanaka validly obtained a divorce. The Office of the Solicitor General argues that the proper interpretation of Article 26 of the Family Code is that only the foreign spouse may initiate the divorce proceedings.

The Supreme Court held that the Divorce Certificate was accompanied by an Authentication issued by the Philippine consul, and that said consul was authorized to sign such certificate and that his signature is genuine. Hence, the Certificate is admissible as evidence of the fact of divorce and the divorce was validly obtained in accordance with national law. Further, the national law of Japan does not prohibit a Filipino spouse from initiating the divorce proceedings. Philippine law cannot prohibit an act by a Filipino that is not prohibited by foreign law, else it be manifestly unjust.

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¹⁷ G.R. No. 199515, June 25, 2018.