

FIRST DIVISION

[G.R. NO. 167684, July 31, 2006]

**JAIME O. SEVILLA, PETITIONER, VS. CARMELITA N. CARDENAS,
RESPONDENT.**

D E C I S I O N

CHICO-NAZARIO, J.:

This Petition for Review on *Certiorari* seeks the reversal of the Decision^[1] of the Court of Appeals in CA-G.R. CV No. 74416 dated 20 December 2004 which set aside the Decision^[2] of the Regional Trial Court (RTC) of Makati City, in Civil Case No. 94-1285 dated 25 January 2002.

In a Complaint^[3] dated 28 March 1994 filed by Jaime O. Sevilla before the RTC, he claimed that on 19 May 1969, through machinations, duress and intimidation employed upon him by Carmelita N. Cardenas and the latter's father, retired Colonel Jose Cardenas of the Armed forces of the Philippines, he and Carmelita went to the City Hall of Manila and they were introduced to a certain Reverend Cirilo D. Gonzales, a supposed Minister of the Gospel. On the said date, the father of Carmelita caused him and Carmelita to sign a marriage contract before the said Minister of the Gospel. According to Jaime, he never applied for a marriage license for his supposed marriage to Carmelita and never did they obtain any marriage license from any Civil Registry, consequently, no marriage license was presented to the solemnizing officer.

For her part, Carmelita refuted these allegations of Jaime, and claims that she and Jaime were married civilly on 19 May 1969,^[4] and in a church ceremony thereafter on 31 May 1969^[5] at the Most Holy Redeemer Parish in Quezon City. Both marriages were registered with the local civil registry of Manila and the National Statistics Office. He is estopped from invoking the lack of marriage license after having been married to her for 25 years.

The trial court made the following findings:

In support of his complaint, plaintiff [Jaime] testified that on May 19, 1969, he and defendant [Carmelita] appeared before a certain Rev. Cirilo D. Gonzales, a Minister of the Gospel, at the city hall in Manila where they executed a Marriage Contract (Exh. "A") in civil rites. A certain Godofredo Occena who, plaintiff alleged, was an aide of defendant's father accompanied them, and who, together with another person, stood as witness to the civil wedding. That although marriage license no. 2770792 allegedly issued in San Juan, Rizal on May 19, 1969 was indicated in the marriage contract, the same was fictitious for he never applied for any marriage license, (Ibid., p. 11). Upon verifications made by him through his lawyer, Atty. Jose M. Abola, with the Civil Registry of

San Juan, a Certification dated March 11, 1994 (Exh. "E") was issued by Rafael D. Aliscad, Jr., Local Civil Registrar of San Juan, that "no marriage license no. 2770792 was ever issued by said office." On May 31, 1969, he and defendant were again wed, this time in church rites, before Monsignor Juan Velasco at the Most Holy Redeemer Parish Church in Brixton Hills, Quezon City, where they executed another marriage contract (Exh. "F") with the same marriage license no. 2770792 used and indicated. Preparations and expenses for the church wedding and reception were jointly shared by his and defendant's parents. After the church wedding, he and defendant resided in his house at Brixton Hills until their first son, Jose Gabriel, was born in March 1970. As his parents continued to support him financially, he and defendant lived in Spain for some time, for his medical studies. Eventually, their marital relationship turned bad because it became difficult for him to be married he being a medical student at that time. They started living apart in 1976, but they underwent family counseling before they eventually separated in 1978. It was during this time when defendant's second son was born whose paternity plaintiff questioned. Plaintiff obtained a divorce decree against defendant in the United States in 1981 and later secured a judicial separation of their conjugal partnership in 1983.

Atty. Jose M. Abola, then counsel for the plaintiff, himself manifested that when his service was engaged by plaintiff, and after the latter narrated to him the circumstances of his marriage, he made inquiries with the Office of Civil Registry of San Juan where the supposed marriage license was obtained and with the Church of the Most Holy Redeemer Parish where the religious wedding ceremony was celebrated. His request letters dated March 3, 1994 (Exh. "J"), March 7, 1994 (Exh. "L"), March 9, 1994 (Exh. "M") and March 11, 1994 (Exh. "K") were all sent to and received by the Civil Registrar of San Juan, who in reply thereto, issued Certifications dated March 4, 1994 (Exh. "I"), and March 11, 1994 (Exh. "E") and September 20, 1994 (Exh. "C"), that "no marriage license no. 2770792 was ever issued by that office." Upon his inquiry, the Holy Redeemer Parish Church issued him a certified copy of the marriage contract of plaintiff and defendant (Exh. "F") and a Certificate of Marriage dated April 11, 1994 (Exh. "G"), wherein it noted that it was a "purely religious ceremony, having been civilly married on May 19, 1969 at the City Hall, Manila, under Marriage License No. 2770792 issued at San Juan, Rizal on May 19, 1969."

Perlita Mercader, Registration Officer III of the Local Registry of San Juan, identified the Certificates dated March 4, 1994, March 11, 1994 and September 20, 1994 issued by Rafael Aliscad, Jr., the Local Civil Registrar, and testified that their office failed to locate the book wherein marriage license no. 2770792 may have been registered (TSN, 8-6-96, p. 5).

Defendant Carmelita Cardenas testified that she and plaintiff had a steady romantic relationship after they met and were introduced to each other in October 1968. A model, she was compelled by her family to join the Mutya ng Pilipinas beauty pageant when plaintiff who was afraid to lose her, asked her to run away with him to Baguio. Because she loved

plaintiff, she turned back on her family and decided to follow plaintiff in Baguio. When they came back to Manila, she and plaintiff proceeded to the latter's home in Brixton Hills where plaintiff's mother, Mrs. Sevilla, told her not to worry. Her parents were hostile when they learned of the elopement, but Mrs. Sevilla convinced them that she will take care of everything, and promised to support plaintiff and defendant. As plaintiff was still fearful he may lose her, he asked her to marry him in civil rites, without the knowledge of her family, more so her father (TSN, 5-28-98, p. 4) on May 19, 1969, before a minister and where she was made to sign documents. After the civil wedding, they had lunch and later each went home separately. On May 31, 1969, they had the church wedding, which the Sevilla family alone prepared and arranged, since defendant's mother just came from hospital. Her family did not participate in the wedding preparations. Defendant further stated that there was no sexual consummation during their honeymoon and that it was after two months when they finally had sex. She learned from Dr. Escudero, plaintiff's physician and one of their wedding sponsors that plaintiff was undergoing psychiatric therapy since age 12 (TSN, 11-2-98, p. 15) for some traumatic problem compounded by his drug habit. She found out plaintiff has unusual sexual behavior by his obsession over her knees of which he would take endless pictures of. Moreover, plaintiff preferred to have sex with her in between the knees which she called "intrafemural sex," while real sex between them was far and between like 8 months, hence, abnormal. During their marriage, plaintiff exhibited weird sexual behavior which defendant attributed to plaintiff's drug addiction (TSN, 11-5-98, pp. 5-8). A compulsive liar, plaintiff has a bad temper who breaks things when he had tantrums. Plaintiff took drugs like amphetamines, benzedrine and the like, "speed" drugs that kept him from sleep and then would take barbiturates or downers, like "mogadon." Defendant tried very hard to keep plaintiff away from drugs but failed as it has become a habit to him. They had no fixed home since they often moved and partly lived in Spain for about four and a half years, and during all those times, her mother-in-law would send some financial support on and off, while defendant worked as an English teacher. Plaintiff, who was supposed to be studying, did nothing. Their marriage became unbearable, as plaintiff physically and verbally abused her, and this led to a break up in their marriage. Later, she learned that plaintiff married one Angela Garcia in 1991 in the United States.

Jose Cardenas, father of defendant, testified that he was not aware of the civil wedding of his daughter with the plaintiff; that his daughter and grandson came to stay with him after they returned home from Spain and have lived with him and his wife ever since. His grandsons practically grew up under his care and guidance, and he has supported his daughter's expenses for medicines and hospital confinements (Exhs. "9" and "10").

Victoria Cardenas Navarro, defendant's sister, testified and corroborated that it was plaintiff's family that attended to all the preparations and arrangements for the church wedding of her sister with plaintiff, and that she didn't know that the couple wed in civil rites some time prior to the church wedding. She also stated that she and her parents were still civil

with the plaintiff inspite of the marital differences between plaintiff and defendant.

As adverse witness for the defendant, plaintiff testified that because of irreconcilable differences with defendant and in order for them to live their own lives, they agreed to divorce each other; that when he applied for and obtained a divorce decree in the United States on June 14, 1983 (Exh. "13"), it was with the knowledge and consent of defendant who in fact authorized a certain Atty. Quisumbing to represent her (TSN, 12-7-2000, p. 21). During his adverse testimony, plaintiff identified a recent certification dated July 25, 2000 (Exh. "EE") issued by the Local Civil Registrar of San Juan, that the marriage license no. 2770792, the same marriage license appearing in the marriage contract (Exh. "A"), is inexistent, thus appears to be fictitious.^[6]

In its Decision dated 25 January 2002, declaring the nullity of the marriage of the parties, the trial court made the following justifications:

Thus, being one of the essential requisites for the validity of the marriage, the lack or absence of a license renders the marriage void ab initio. It was shown under the various certifications (Exhs. "I", "E", and "C") earlier issued by the office of the Local Civil Registrar of the Municipality of San Juan, and the more recent one issued on July 25, 2000 (Exh. "EE") that no marriage license no. 2770792 was ever issued by that office, hence, the marriage license no. 2770792 appearing on the marriage contracts executed on May 19, 1969 (Exh. "A") and on May 31, 1969 (Exh. "F") was fictitious. Such a certification enjoys probative value under the rules on evidence, particularly Section 28, Rule 132 of the Rules of Court, x x x.

x x x x

WHEREFORE, the Court hereby declares the civil marriage between Jaime O. Sevilla and Carmelita N. Cardenas solemnized by Rev. Cirilo D. Gonzales at the Manila City Hall on May 19, 1969 as well as their contract of marriage solemnized under religious rites by Rev. Juan B. Velasco at the Holy Redeemer Parish on May 31, 1969, NULL and VOID for lack of the requisite marriage license. Let the marriage contract of the parties under Registry No. 601 (e-69) of the registry book of the Local Civil Registry of Manila be cancelled.

Let copies of this Decision be duly recorded in the proper civil and property registries in accordance with Article 52 of the Family Code. Likewise, let a copy hereof be forwarded the Office of the Solicitor General for its record and information.^[7]

Carmelita filed an appeal with the Court of Appeals. In a Decision dated 20 December 2004, the Court of Appeals disagreed with the trial court and held:

In *People v. De Guzman* (G.R. No. 106025, February 9, 1994), the Supreme Court explained that: "*The presumption of regularity of official acts may be rebutted by **affirmative evidence of irregularity or failure to perform a duty***". The presumption, however, prevails until it is

overcome by no less than clear and convincing evidence to the contrary. Thus, unless the presumption is rebutted, it becomes conclusive."

In this case, We note that a certain **Perlita Mercader** of the local civil registry of San Juan testified that they **"failed to locate the book wherein marriage license no. 2770792 is registered," for the reason that "the employee handling is already retired."** With said testimony We cannot therefore just presume that the marriage license specified in the parties' marriage contract was not issued for in the end the failure of the office of the local civil registrar of San Juan to produce a copy of the marriage license was attributable not to the fact that no such marriage license was issued but rather, because it "failed to locate the book wherein marriage license no. 2770792 is registered." Simply put, if the pertinent book were available for scrutiny, there is a strong possibility that it would have contained an entry on marriage license no. 2720792.

x x x x

Indeed, this Court is not prepared to annul the parties' marriage on the basis of a mere perception of plaintiff that his union with defendant is defective with respect to an essential requisite of a marriage contract, a perception that ultimately was not substantiated with facts on record.^[8]

Jaime filed a Motion for Reconsideration dated 6 January 2005 which the Court of Appeals denied in a Resolution dated 6 April 2005.

This denial gave rise to the present Petition filed by Jaime.

He raises the following issues for Resolution.

1. Whether or not a valid marriage license was issued in accordance with law to the parties herein prior to the celebration of the marriages in question;
2. Whether or not the Court of Appeals correctly applied and relied on the presumption of regularity of officials acts, particularly the issuance of a marriage license, arising solely from the contents of the marriage contracts in question which show on their face that a marriage license was purportedly issued by the Local Civil Registry of San Juan, Metro Manila, and
3. Whether or not respondent could validly invoke/rely upon the presumption of validity of a marriage arising from the admitted "fact of marriage."^[9]

At the core of this controversy is the determination of whether or not the certifications from the Local Civil Registrar of San Juan stating that no Marriage License No. 2770792 as appearing in the marriage contract of the parties was issued, are sufficient to declare their marriage as null and void *ab initio*.

We agree with the Court of Appeals and rule in the negative.