

Title: Jhonna Guevarra et al. vs. Jan Banach

Facts: Jan Banach, a German national, engaged in a romantic relationship with Jhonna Guevarra with the intention of marriage. Banach portrayed himself as “Roger Brawner,” a divorced man, which later turned out to be a lie—he was, in fact, still married to his third wife. Trusting Banach’s intentions, Guevarra accepted P500,000.00 from Banach for the purchase of a lot for their future conjugal home.

Upon the discovery of Banach’s true marital status and his deception about his identity, Guevarra broke off their relationship. Banach filed a case for damages against Guevarra and her parents, citing human relations articles of the Civil Code, alleging fraud or at the very least, unjust enrichment on Guevarra’s part. He further claimed moral damages for distress caused by the broken engagement.

The Regional Trial Court held Guevarra and her parents liable for actual damages, including moral damages and attorney’s fees. On appeal, the Court of Appeals deleted the awards for moral damages and attorney’s fees but still found Guevarra and her parents responsible for returning the P500,000.00, citing unjust enrichment.

Issues: The primary legal issues revolved around whether a breach of a promise to marry was an actionable wrong and whether the return of the P500,000.00 given was justified under principles of unjust enrichment. The Court also addressed the technicalities of the Petition for Review on Certiorari and determined whether procedural errors warranted dismissal of the Petition.

Court’s Decision: The Supreme Court, after reviewing the merits of the case despite procedural deficiencies in the Petition for Review, decided to grant Guevarra’s petition. It was held that while a breach of promise to marry is not an actionable wrong, canceling a marriage abruptly and unceremoniously—just days before the ceremony, as in *Wassmer v. Velez*—could constitute an act contrary to morals and customs justifying a claim for damages. The Court emphasized that the doctrine of preventing unjust enrichment did not apply in this instance, as the party seeking recovery must have acted in good faith. Banach’s initial deceit in his relationship with Guevarra did not merit the application of the Civil Code’s human relations provisions.

Doctrine: The case reaffirmed the doctrine that a mere breach of promise to marry is not actionable unless the manner of the breach constitutes conduct that is contrary to morals, good customs, or public policy. Additionally, it was emphasized that for unjust enrichment

claims related to such breaches, the claimant must have been acting in good faith.

Historical Background: The case of *Guevarra vs. Banach* demonstrates the Philippine Supreme Court's adherence to the principle that personal choices about marriage should remain free from legal coercion or liability. Reflecting changes in societal views and legal trends internationally, Philippine law, through past decisions and the Civil Code, has evolved to disfavor litigation rooted in broken engagements, prioritizing individual autonomy and dignity over contractual enforcement of marriage promises. This approach aligns with constitutional protections of human rights and the recognition of marriage as a fundamentally private and personal institution.