

### Title: Arambulo v. Nolasco

### Facts:

The case centers around two parcels of land in Tondo, Manila, collectively owned by the Arambulo family and respondents Genaro Nolasco and Jeremy Spencer Nolasco. Following Iraida Arambulo Nolasco's death, her husband, Genaro Nolasco, and their children, including Jeremy Spencer Nolasco, were her successors. On 8 January 1999, the petitioners filed for relief under Article 491 of the Civil Code, claiming all co-owners, except the respondents, agreed to sell the properties. The petitioners sought court intervention to compel the respondents' consent, arguing the sale's benefits and alleging prejudice by respondents withholding their consent. Respondents contested, claiming unawareness of any sale negotiations. The Manila RTC ruled for the petitioners, ordering the respondents to consent to the sale. This decision was appealed to the Court of Appeals, which reversed the RTC's decision, emphasizing the respondents' right to full ownership of their undivided interest, supported by Article 493 of the Civil Code.

### Issues:

1. Can co-owners be compelled to consent to the sale of their shares in co-owned property?
2. Is the withholding of consent by some co-owners prejudicial to the interests of the other co-owners?
3. The applicability of Article 491 of the Civil Code in compelling co-owners to consent to a sale.

### Court's Decision:

The Supreme Court DENIED the petition, affirming the Court of Appeals' decision. It clarified that Article 493 of the Civil Code, granting full ownership of one's part in a co-owned property, applies here, not Article 491 as the petitioners contended. The Court emphasized that co-owners could not be compelled to sell their shares and highlighted an action for partition as the appropriate recourse for disputing co-owners. Each co-owner's right to full ownership and disposition of their part was affirmed, making it clear that unanimity among co-owners is necessary for any sale of co-owned properties.

### Doctrine:

The Court reiterated the doctrine of co-ownership under Article 493 of the Civil Code, emphasizing each co-owner's full ownership of their part and the rights pertaining thereto, including the right to alienate, assign, or mortgage it. It distinguished this right from Article 491, which deals with alterations to the thing owned in common, noting that a sale of the

property does not fall under this provision.

### ### Class Notes:

- **Co-ownership**: Article 493; Each co-owner has full ownership of their share and its benefits. They can alienate or mortgage their share but cannot compel other co-owners to do so.
- **Alteration vs. Sale**: Article 491 does not apply to sales of co-owned property; the term “alterations” under this article does not encompass the sale of the entire property.
- **Consent for Sale**: Unanimity among co-owners is required for the sale of co-owned property. A co-owner’s refusal to sell their share does not prejudice common interests.
- **Partition as Remedy**: Disputing co-owners may seek partition (Article 494) when a sale cannot be agreed upon, emphasizing the judicial process to resolve ownership disputes.

### ### Historical Background:

The case highlights the complexities of co-ownership in Philippine law, particularly the balance between individual rights and the collective interest in co-owned properties. It underscores the judiciary’s role in interpreting statutory provisions (Articles 491 and 493 of the Civil Code) to resolve property disputes, reaffirming the autonomy of co-owners in deciding the fate of their shared assets while also providing a legal avenue (partition) for those seeking to exit co-ownership arrangements.