

**Title:** Tanjanco vs. Court of Appeals, GR No. L-18630, 125 Phil. 158 (1966)

**Facts:**

- **December 1957:** Apolonio Tanjanco started courting Araceli Santos. Both were of adult age.
- **December 1957 - July 1958:** The courtship continued with Tanjanco expressing his love and making promises of marriage, which Santos reciprocated.
- **July 1958:** Santos consented to Tanjanco's pleas for carnal knowledge based on promises of marriage.
- **July 1958 - December 1959:** Regular sexual relations ensued between the two, except during a short period in December 1958 when Tanjanco was out of the country.
- **July 1959:** Santos became pregnant, confirmed by a doctor.
- **July 1959:** Santos informed Tanjanco of her pregnancy and requested him to honor his promise of marriage. Tanjanco ceased all visits and communication with Santos, effectively breaking their engagement.

**Procedural Posture:**

- **Court of First Instance of Rizal:** Santos filed a complaint for support and damages against Tanjanco, seeking a decree recognizing the unborn child, monthly support, moral and exemplary damages, and attorney's fees. The Court of First Instance dismissed the complaint for failure to state a cause of action.
- **Court of Appeals:** Santos appealed, and the Court of Appeals ruled the complaint stated a cause of action for damages under Article 21 of the Civil Code but not for the recognition and support of an unborn child. The dismissal was set aside.
- **Supreme Court:** Tanjanco appealed to the Supreme Court, arguing that actions for breach of promise to marry are not valid in Philippine jurisdiction.

**Issues:**

1. Whether the complaint stated a cause of action to compel the recognition and support of an unborn child.
2. Whether the complaint stated a cause of action for damages under Article 21 of the Civil Code of the Philippines due to a breach of a promise to marry.

**Court's Decision:**

1. **Recognition and Support of an Unborn Child:**
  - The Supreme Court agreed with the lower courts that the complaint did not state a cause of action to compel recognition or support of the unborn child.

2. **Damages under Article 21 of the Civil Code**:

- **Seduction Element**: The Supreme Court analyzed the complaint's allegations against the concept of seduction, which requires deceit, enticement, or abuse of confidence leading to the sexual act. The Court noted the plaintiff's voluntary engagement in repeated sexual intercourse over a year, indicating mutual passion rather than deceit or enticement solely.
- **Application of Article 21**: Given the facts, the Court concluded that Santos did not demonstrate a case for damages under Article 21 of the Civil Code because the prolonged intimate relationship showed voluntariness on her part, negating any element of seduction or deception solely by Tanjanco.
- **Final Ruling**: The Supreme Court reversed the Court of Appeals' decision and affirmed the Court of First Instance's dismissal of the complaint for failure to state a cause of action.

**Doctrine**:

- **Article 21 of the Civil Code**: For damages under Article 21, there must be evidence of moral wrongs, deceit, enticement, superior power, or abuse of confidence. Merely engaging in consensual sexual relations over a prolonged period without prompt fulfillment of promises does not warrant recovery under this article.

**Class Notes**:

- **Key Elements**:

1. **Article 21, Civil Code of the Philippines**: Compensation for loss or injury caused willfully in a manner contrary to morals, good customs, or public policy.
  - "Any person who wilfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage."
2. **Concept of Seduction**: Involves deceit, enticement, or abuse of confidence. Requires some form of promise or inducement.
3. **Voluntariness**: Consensual, prolonged intimate relations without immediate demands or consequences negate seduction.

**Historical Background**:

- **Breach of Promise to Marry**: Historically, both in the Philippines and other jurisdictions, actions for breach of promise to marry have seen fluctuations in acceptance. The Philippine Civil Code reflects a shift towards protecting individuals from moral wrongs while insisting on genuine evidence of such wrongs to warrant compensation. This case typifies the reluctance to award damages for breach of promise in relationships unless clear deceit or abuse can be shown.