

****Title:**** Ravina v. Villa Abrille

****Facts:****

1. In 1982, spouses Mary Ann Pasaol Villa Abrille and Pedro Villa Abrille acquired a 555-square meter parcel of land, Lot 7, in Davao City under Transfer Certificate of Title (TCT) No. T-88674.
2. Adjacent to Lot 7 is a parcel of land, Lot 8, owned solely by Pedro before his marriage, documented under TCT No. T-26471.
3. The couple, with funds from a Development Bank of the Philippines (DBP) loan, built a house straddling both lots.
4. Beginning in 1991, Pedro commenced an extramarital relationship, leading to family neglect.
5. Mary Ann, opposing Pedro's intent to sell both lots and the house to Patrocinia and Wilfredo Ravina, explicitly notified them of her objection.
6. Despite her objection, Pedro proceeded with the sale on June 21, 1991.
7. On July 5, 1991, Pedro transferred the family's belongings with the aid of armed Civilian Armed Forces Geographical Unit (CAFGU) members to an apartment, barring Mary Ann and their daughter from entry into the home.
8. Mary Ann sought police intervention, but was told it was a family matter and received no aid.
9. Consequently, Mary Ann and her children filed a complaint for Annulment of Sale, Specific Performance, Damages, and Attorney's Fees with Preliminary Mandatory Injunction.
10. The Regional Trial Court (RTC) of Davao City ruled partially in favor of Mary Ann, declaring the sale void as far as Mary Ann's one-half interest was concerned, awarding moral and exemplary damages.
11. Upon appeal, the Court of Appeals annulled the sale of Lot 7, the house deemed conjugal property, although it upheld the sale of Pedro's exclusive Lot 8; damages were affirmed.

12. The petitioners elevated the decision to the Supreme Court, challenging the nullification of Lot 7's sale, claiming good faith as purchasers.

****Issues:****

1. Whether the sale of Lot 7, covered by TCT No. T-88674, was void due to lack of Mary Ann's consent.
2. Whether the petitioners, Patrocinia and Wilfredo Ravina, could be deemed innocent purchasers for value.
3. Whether the petitioners were liable for damages related to the manner of the family's eviction from their home.

****Court's Decision:****

1. ****Validity of the Sale:****

- The Supreme Court affirmed that Lot 7 was conjugal property as it was acquired during the marriage and no sufficient proof negated this presumption.
- Under Article 124 of the Family Code, any sale of conjugal property without mutual consent is void. Mary Ann's non-consent rendered the sale null, and the Supreme Court upheld this annulment.

2. ****Innocent Purchasers for Value:****

- The Court ruled that the Ravinas could not be considered purchasers in good faith. They were aware that the property was partly owned by Mary Ann and failed to obtain her consent despite being alerted by her lawyer.

3. ****Liability for Damages:****

- The Court concurred with the appellate court's decision that the manner of eviction justified the moral and exemplary damages awarded due to stress and emotional distress inflicted on Mary Ann and her children.

****Doctrine:****

- Article 124 of the Family Code mandates joint consent from spouses for a valid sale of conjugal property; lacking this, the sale is void.
- Proof of exclusive ownership must clearly rebut the presumption of conjugal nature for properties acquired during marriage.

****Class Notes:****

- ****Conjugal Property Rules:****

- Properties acquired during marriage are conjugal unless proven otherwise.
- Consent of both spouses is imperative for transactions.

- ****Purchaser in Good Faith:****

- Requires due inquiry into ownership and marital status under shared property regimes.

- ****Article 19 & 21 of the Civil Code:****

- Exercise of rights must align with justice, fairness, and good faith; failure necessitates compensation for damages.

****Historical Background:****

- The case places in perspective the importance of property rights and family laws under the Family Code, reflecting amendments post the enactment of the Family Code designed to ensure equal participation of spouses in property administration.