

****Title:**** Estela Costuna vs. Laureana Domondon, et al., G.R. No. L-66716

****Facts:****

Estela Costuna and her spouse, Amadeo, during their marriage, owned three parcels of land in San Francisco del Monte, Quezon City, which were all registered in Amadeo's name. Amadeo executed his last will on November 8, 1976. Marital discord followed thereafter. In April 1977, relatives of Amadeo took him to Samar, citing the need for his signature on property documents, but he was not returned to Estela. This led to a custody dispute between Estela and Amadeo's relatives, resulting in Estela filing a habeas corpus petition before the Court of First Instance of Quezon City, followed by Amadeo filing for partition. Unable to secure Estela's consent for partition, Amadeo sold half of the conjugal properties to Laureana Domondon without Estela's consent. Amadeo's death in November 1978 rendered the ongoing cases moot. Estela then initiated probate proceedings, challenged by Laureana, who claimed an interest in the properties by virtue of the sale.

Laureana filed action to compel Estela to consent to the sale, which was initially ruled in Laureana's favor by the RTC. Estela appealed the decision, which was subsequently affirmed by the Court of Appeals, favoring Laureana on the basis that Amadeo's sale was justified to cover his medical expenses. Dissatisfied, Estela brought the case to the Supreme Court through a petition for review on certiorari.

****Issues:****

1. Was the sale of Amadeo's one-half share of the conjugal property to Laureana Domondon valid despite Estela Costuna's lack of consent?
2. Is the conjugal partnership liable for the hospital and medical expenses of Amadeo despite his alleged abandonment of the conjugal home?

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

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

- The Supreme Court upheld the validity of the sale. While typically the husband may not alienate conjugal property without the wife's consent, exceptions exist, such as the need to address pressing financial obligations directly benefiting the conjugal partnership—here, Amadeo's medical expenses were viewed as a legitimate conjugal liability. The Court found that Estela's refusal to consent was unreasonable given the circumstances. The decision affirmed that while Estela's consent was foundational, the exigencies of Amadeo's health and need for medical funding justified the transaction.

2. **Liability for Medical Expenses:**

- The Court solidified that expenses related to Amadeo's hospitalization and health were chargeable to the conjugal partnership, as sustaining the well-being of either spouse constitutes a benefit to the partnership. The Court countered Estela's argument by emphasizing the indirect advantage accrued to the partnership through Amadeo's survival prospects enabled by medical treatment, thus endorsing these costs as valid debts of the partnership.

Doctrine:

- The Court reiterated that a spouse's consent in alienating conjugal properties might be supplanted if unreasonably withheld in scenarios specifically benefitting the partnership such as medical exigencies.

- The ruling aligned with the Civil Code provisions allowing the partnership property to address debts incurred for the conjugal partnership's explicit benefit.

Class Notes:

- Key principles include the need for spousal consent in conjugal real property transactions, exceptions to this rule when addressing legitimate conjugal liabilities, and the encompassing scope of conjugal benefits under the Civil Code, particularly Articles 161 and 171, which allow addressing financial necessities of one spouse as a partnership obligation.

- Article 166 emphasizes spousal consent, yet conditioned exceptions in Article 161 provide leeway for unauthorized transactions benefiting the conjugal estate, highlighting the interplay between procedural requirements and substantive equity.

Historical Background:

- The case reflects historical nuances affecting property rights within marital partnerships under Civil Law post the 1950s codification. It underscores the tension between formal legal provisions mandating mutual consent, and pragmatic judicial exceptions substantiating transactions that arise to address emergent financial or medical concerns within a conjugal setting. This decision thus entrenches a flexible interpretative approach, balancing statutory mandates against equitable considerations tied to marital partnership dynamics in the Philippines.