

Title: Thelma A. Jader-Manalo vs. Norma Fernandez C. Camaisa and Edilberto Camaisa

Facts:

The case originated when Thelma A. Jader-Manalo expressed interest in purchasing two properties advertised by the Camaisa spouses. Through negotiations managed by a real estate broker authorized by the Camaisas, agreement terms were established for the sale of these properties located in Makati and Taytay, Rizal. An initial agreement, handwritten by Jader-Manalo and signed by Edilberto Camaisa, outlined the purchase prices and payment schedules. It was understood that the properties were conjugal, thus involving Norma Camaisa's consent.

Despite verbal assurances of Norma's consent, the formal contracts prepared by Jader-Manalo only secured Edilberto's signature initially. Problems arose when Norma Camaisa later expressed reservations about the agreement's terms. Despite efforts to revise the contracts, Norma eventually opted not to sign, citing the need for "spot cash" contrary to the agreed installment payment. Jader-Manalo, contending that the agreement was already perfected and unjustly withheld by Norma's refusal to sign, filed for specific performance and damages in the Regional Trial Court (RTC) of Makati.

The RTC and subsequently the Court of Appeals ruled against Jader-Manalo, highlighting the absence of written consent from Norma Camaisa for the dispossession of conjugal property as a crucial factor in invalidating the agreements. These decisions prompted Jader-Manalo to escalate the matter to the Supreme Court of the Philippines.

Issues:

1. Whether or not the sale of the conjugal property was valid without the written consent of one spouse.
2. Whether or not the transaction had been perfected despite the absence of such consent.
3. Applicability of court authorization in the absence of spouse consent pursuant to Article 124 of the Family Code.

Court's Decision:

The Supreme Court denied Jader-Manalo's petition, upholding the Court of Appeals' decision. It clarified that:

1. The consent of both spouses is required for the sale of conjugal property, with written consent being crucial for validation.
2. A contract cannot be deemed perfected in the absence of this requisite consent.

3. Court authorization to sell or encumber conjugal property without one spouse's consent is intended only for cases where the non-consenting spouse is incapacitated, which was not established in this scenario.

Through detailed examination, the Court expounded on the interpretation of relevant Family Code articles, particularly Article 124, and underlined procedural adherence in transactions involving conjugal property.

Doctrine:

This case reiterates the indispensable need for the consent of both spouses in transactions involving conjugal property, as stipulated in Article 124 of the Family Code of the Philippines. Additionally, it clarifies the narrow circumstances under which court authorization can substitute for such consent, notably limiting it to cases of incapacitation.

Class Notes:

- **Conjugal Property**: Requires the consent of both spouses for any disposition or encumbrance; the absence of consent from one spouse renders the transaction void.
- **Article 124 of the Family Code**: Central to understanding the administration and enjoyment of conjugal property; explicit in requiring written consent from both spouses for any disposition or encumbrance of conjugal assets.
- **Legal Capacity**: Court intervention in lieu of spouse consent is only applicable when the non-consenting spouse is legally incapacitated, a crucial detail for transactions involving conjugal property.
- **Summary Judgment**: Applicable when there is no genuine issue of material fact, allowing the court to make a determination as a matter of law without proceeding to trial.

Historical Background:

The nuances in this case highlight the evolving interpretation of marital property laws in the Philippines, particularly concerning the equitable management and disposition of conjugal assets. By underscoring the significance of mutual consent, the ruling reaffirms commitments to marital partnership and the protection of marital assets within the legal framework provided by the Family Code.