

ROBERTO LAPERAL, JR., ET AL., PLAINTIFFS AND APPELLANTS, VS. RAMON L. KATIGBAK, ET AL., DEFENDANTS AND APPELLEES.

G.R. No. L-16991. March 31, 1964

Ponente: REGALA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/26ea1a03f11e/>

REGALA, J.:

This is an appeal from a decision of the Court of First Instance of Manila declaring the property covered by TCT No. 57626 in the City of Manila to be the separate or paraphernal property of the defendant-appellee Evelina Kalaw. Plaintiffs-appellants, tie spouses Laperal disagree with the said finding. Hence, they appealed from the Said decision. They maintain that the realty in question, with its improvements and income, are conjugal assets of the spouses Evelina Kalaw and Ramon Katigbak.

This litigation is a sequel to the one instituted by the Laperals against Katigbak and Kalaw way back in August, 1950. In that case, Civil Case No. 11767 of the Court of First Instance of Manila, the Laperals sought from the therein defendants "recovery of P14,000 evidenced by various promissory notes executed in favor of the Laperals by Katigbak, and for the return of jewelry valued if at P97,500.00, delivered by the Laperals to Katigbak for sale on commission, or a total of P111,500.00." On November 1, 1950, upon a confession of judgment by Katigbak, the trial court rendered judgment against him to pay the Laperals the sum of P14,000.00, and to return the jewelry involved, or in lieu thereof, to pay plaintiffs P97,500.00, with interest from August 8, 1950.

About a month, after this decision was rendered, Kalaw filed a complaint against her husband Katigbak, for "judicial separation of property and separate administration," docketed as Civil Case No. 12860, of the Court of First Instance of Manila. Prior to the trial, Katigbak and Kalaw submitted an agreement or stipulation of facts, on the basis of which the court granted the prayer for the "judicial separation of property and separate administration."

On February 1, 1955, the Laperals filed another complaint against Kalaw and Katigbak, Civil Case No. 25235 in the Court of First Instance of Manila, seeking among other things, annulment of the proceedings had in Civil Case No. 12860 for "judicial separation of property and separate administration," to enforce the judgment secured by the Laperals in Civil Case No. 11767 on the fruits of Kalaw's paraphernal property, and to secure a ruling declaring the real property covered by TCT No. 57626 as conjugal property of Katigbak and Kalaw. After trial, the court dismissed the complaint, which dismissal the Laperals appealed to this Court. Acting on the same, We rendered judgment under G.R. No. L-11418, promulgated on December 27, 1958, the pertinent portion of which reads:

"However, our holding does not write a finish to the case. Because the trial court held that the conjugal partnership was not liable, it naturally, saw no reason or necessity for ruling upon the other issues involved, such as the legality of the proceedings in Civil Case No. 12860 for the dissolution of the conjugal partnership and whether or not the property covered by Transfer Certificate of Title No. 57626 belongs to the conjugal partnership.

"In conclusion, we hold that while the fruits of the paraphernal property of Kalaw are not liable for the enforcement of the obligations contracted by Katigbak, nevertheless, the conjugal properties are.

"The case is hereby ordered remanded for further proceedings to the trial court, the latter to make the necessary findings indicated and then render a decision on the basis of said findings in accordance with our decision. No Costs."

In compliance with the above endorsement, the trial court, after submission by the parties of their respective memoranda, there being already sufficient evidence in the record, rendered judgment declaring the property covered by TCT No. 57626 as paraphernal. Hence, this appeal.

The facts upon which the trial court predicated its conclusion that the realty in question is paraphernal are as follows:

"For the reason that it is established without contradiction in the records that the spouses Ramon Katigbak and Evelina Kalaw were married in 1938 (tsn, p. 20s hearing of Jan. 31, 1956) and neither of them had brought properties unto the marriage; that Ramon's occupation was that of Asst. Atty. of the Bank of the Phil. Islands wherein his monthly salary was P200.00 (id); that the property under TCT No. 57626 was registered in the name of Evelina Kalaw-Katigbak, married to Ramon Katigbak on December 6, 1939, only two years after marriage and the property was and is in Calle Evangelista, which was and is a business district; the Court, notwithstanding the presumption that all properties acquired during the marriage are conjugal, is led to believe that, as Evelina declares, her mother Pura Villanueva was the one that had bought that property for her and had placed it only in her name as was the practice of her mother; that is, buying properties and placing them directly in the names of her children; and this is recognized by Article 1448; and the Court is all the more led to the conclusion when it sees that Ramon Katigbak, in the same year 1939, that is, long before the spouses had come to the parting of ways, made a manifestation that he had no interest in the properties --

'Ramon Katigbak, the husband of the vendor signed this document only for the purpose of assisting his wife but he has no interest in the property.

(Sgd.) Ramon L. Katigbak
(Exh. Ba, p. 189; Record)"

As this case is before us now, therefore, the issue is whether or not the above findings warrant a rejection of the presumption that the property disputed, for the reason that it was acquired during the marriage, is conjugal.

We find for the appellee.

There is no denying that all properties acquired during the marriage are, by law, presumed conjugal. (Art. 160, Civil Code). The presumption, however, is not conclusive but merely rebuttable, for the same law is unequivocal that it exists only "unless it be proved that it (the property) belongs exclusively to the husband or to the wife." And, examining the records and evidence in this suit, We hold that this is a case where the presumption has been sufficiently and convincingly disproved.

The facts recited by the trial judge in explanation of his view that the property in dispute is paraphernal despite its having been acquired during coverture, impress us as adequate and conclusive. As a matter of fact, the factors he took into account in rejecting the presumption, on the whole, tally with Our own views in the cases of Gasiano vs. Samaniego, 30 Phil. 135 and Coingco vs. Flores, 82 Phil. 284.

In the Gasiano case, the deeds to the property in question were in the name of the defendant who testified that they were "purchased by her mother for herself and that the purchase price was paid with money furnished by her mother. On the foregoing, the trial judge rendered judgment in favor of the defendant, and declared the real properties to be paraphernal. On appeal to this Court, declaring the ruling as essentially factual, We said:

"We do not question the correctness of the doctrine contended for, but we think it is sufficient to say that the legal presumption established by article 1407 of the Civil Code has been overcome by the evidence of record. There is nothing in the record which would justify us in disturbing the findings of the trial judge as to the credibility of the witnesses called by the defense, and if we believe the defendant herself there can be no doubt the land in question was purchased for the wife with her own separate funds."

It should be further noted that the husband in the aforecited case, apart from relying on the presumption established by the Civil Code, sought to show the conjugal nature of the disputed property by presenting a number of documentary evidence. He exhibited, for instance, "certified copies of reports on file in the City Assessor's Office showing that the land was assessed in his name; a certified copy of an inspector's report in which the name of the husband appears as the owner; and, a tax declaration made in November, 1905, relating to the property in dispute, in the name of the husband." Yet, even then, this Court declined to give effect to the presumption as the wife's evidence to the contrary were more preponderant. In the present case, on the other hand, We note that other than invoking the presumption, the burden of denying the evidence so presented was shifted to the appellant. In this latter task, the appellant failed completely.

Again, in the Coingco case, We ruled:

"The second question raised in the motion for reconsideration is, whether the presumption that the properties in litigation are conjugal properties because they were acquired during the coverture may be sufficiently rebutted by any one of the following facts: (1) the titles to them are in the name of the wife alone; (2) that the husband gave his marital consent to their being mortgaged by the wife; (3) that the wife was financially able to buy those properties. While it is true that each one of them, taken separately, may not be sufficient to overcome the above-quoted presumption established by Art. 1407 of the Civil Code, it is nonetheless true that all of them taken together with all the other facts and circumstances established by the evidence, might be and were considered by the lower court as sufficient to rebut the same presumption."

In the case before Us now for review, the deed to the disputed land is in the name of the wife. At the time of its purchase, the property was already of such substantial value as admittedly, the husband, by himself could not have afford to buy, considering that his singular source of income then was his P200.00 a month salary from a Manila bank. As in the Casiano case, *supra*, the defendant herein testified, and was believed by the trial court, that the purchase price was furnished by her mother so she could buy the property for herself. Furthermore, it was established during the trial that it was a practice of defendant's parents to so provide their children with money to purchase realties for themselves.

These facts, quite obviously, more than measure up to the circumstances obtaining in the two cases previously cited wherein We held the conjugal presumption to have been rebutted.

IN VIEW OF THE FOREGOING, the judgment of the lower Court declaring the property covered by TCT No. 57626 of the Register of Deeds of Manila as paraphernal is hereby affirmed, with costs against the appellants.

Bengzon, C. J., Concepcion, Reyes J. B. L., Barrera, Paredes, and Makalintal, JJ., concur.

Padilla, Bengzon, J.P., Angelo and Dizon, JJ., took no part.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.