

EDDIE M. CRUZ, PETITIONER-APPELLANT, VS. LOLITA L. DELA CUESTA, RESPONDENT-APPELLEE.

Ponente: PARDO, J.

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PARDO, J.:

THE CASE

THIS IS ON THE APPEAL filed by petitioner-appellant Eddie M. Cruz (appellant) from the Decision[1] dated July 25, 2008 of the Regional Trial Court of Palawan and Puerto Princesa (RTC), Branch 50, in Spl. Proc. No. 1258 for Declaration of Nullity of Marriage, the dispositive portion of which reads, as follows:

IN VIEW OF THE FOREGOING, judgment is hereby rendered dismissing the instant case for lack of merit.

Let a copy of this Decision be furnished the Office of the Solicitor General as well as the Government Prosecutor who have participated in this proceeding. Furnish copies likewise to the Office of the Civil Registrar General, Manila, the Local Civil Registrar of Puerto Princesa City and the National Statistics Office, Quezon City for their information and guidance.

SO ORDERED.

THE ANTECEDENTS

On October 21, 1999, appellant filed a Complaint for Declaration of Nullity of Marriage against defendant-appellee Lolita L. Dela Cuesta (appellee) alleging that:

- On the basis of certain documents on file at the office of the Civil Registry of Caloocan City, plaintiff (herein appellant) and defendant (herein appellee) were supposed to be married to each other; x x x

- However, appellant vigorously asserts that his supposed marriage to appellee was a sham and fictitious one as there was no ceremony to speak of in the first place, and it was all done at the instance and initiative of appellee for the sole purpose of allowing her to comply with certain substantive requirements for her housing loan purposes as shown elsewhere in this complaint;

- The nullity of the supposed marriage between appellant and appellee is clearly shown by the following facts and circumstances:

5.1 At the time of the alleged solemnization of the marriage at Barangay Silang, Caloocan City on 15 June 1995, appellant was in Puerto Princesa City as shown by the certification of the Philippine Marines in Palawan, xxx

5.2 Appellant and appellee had no marriage license as they never applied for one. All what (sic) was submitted, in lieu of a marriage license was a supposed joint affidavit of appellant and appellee to the effect that they have lived

together as husband and wife for at least 5 year prior to 15 June 1995, thereby dispensing with marriage license under Article 34 of the Family Code. However, the joint affidavit, which is Annex B of the complaint as signed by them in Caloocan City and notarized in Manila on 15 June 1995 was also a sham since appellant at that time was in Puerto Princesa City as shown above;

5.3 Appellant never cohabited with appellee as his wife prior to, during and even after their supposed wedding on 15 June 1995. They never established their conjugal home nor did they acquire conjugal assets;

5.4 Appellant never met nor appeared on 15 June 1995 or on any other date before the alleged solemnizing officer Rev. Juanito D. Carlos of the Iglesia Uno Corinto church, which nevertheless is not and has not been existing in Bagong Silang, Caloocan City;

5.5 Appellant also never met the alleged witnesses for (sic) their wedding;

5.6 The manufactured marital documents of their supposed marriage was presented for registration in the Civil Registry of Caloocan City only in December 1998, more than 3 years after the wedding.

- The sole and only reason why the documents of their supposed marriage came out of existence was because of appellee's entreaties and pleadings to appellant, who was at one time or another when he is off-duty in Metro Manila, boarding in appellee's house, to have this marriage so appellee as stated above could avail of a housing loan from Camella Homes in Metro Manila;

- In fact, all of the said documents including the housing loan papers were brought in early September, 1995 by appellee to appellant at Puerto Princesa City where he was then stationed as a member of Philippine Marines and when presented to him for his signature were all blank; after she made appellant sign all the said documents in Puerto Princesa City, appellee brought the same back to Metro Manila;

- Against his better judgment but nevertheless taking pity on an old woman, who happened to be his landlady who desperately needed to obtain such loan, appellant allowed himself to be drawn into this sham marital arrangement with appellee; xxx[2].

On January 5, 2001, appellee filed her Answer[3] denying appellant's allegation that they were not properly married to each other, the truth being that appellant filed this Complaint because he had found another woman whom he had civilly married prior to the institution of the Complaint. Thereafter, the case was set for pre-trial and on December 15, 2000, the RTC issued a Pre-Trial Order.[4] On the same date, the Prosecutor submitted a Report[5] that there was no collusion between the parties.

Trial of the case ensued with appellant[6] as the first witness. He testified that he is a serviceman and a member of the Philippine Marines based in Puerto Princesa, and residing at BM Road, Brgy. San Miguel, Puerto Princesa. He added that he met appellee in 1989 at Fort Bonifacio when she was soliciting insurance contracts from his classmates who were undergoing training.

Appellant claimed that their certificate of marriage[7] was manufactured because appellee let him sign the same in blank and told him that it will be used for a housing loan, adding that on the date of their supposed marriage on June 15, 1995, at about 11:30 in the morning, at Iglesia Uno Corinto, he was at Kalomanguing, Gumaca, Quezon, awaiting deployment to Puerto Princesa City. The adjutant of the headquarters of the First Marine Brigade, Philippine Marine Corps, Tiniguiban, Puerto Princesa City issued a certification[8] on the matter. Appellant denied having known the witnesses in their marriage, the Iglesia ng Diyos Uno Corinto, and the reverend who

married them; and denied the authenticity and due execution of the Affidavit of Cohabitation[9], alleging that when he signed the same it was in blank. Though appellant admitted having a relationship with appellee, he adds that he did not truly love [10]. During their relationship from 1989 to 1995 he had no other girlfriend.

Henidine Calanog, niece of appellee, testified[11] that appellee introduced appellant to them, her relatives, in 1993, as her boyfriend. Appellee applied for a housing loan with her, as an agent of Camella Homes, but her salary was not enough so she needed a co-maker. However, she told appellee that a co-maker should be the spouse. The next day, appellee brought a copy of their marriage certificate. The marriage certificate was filled-in. She did not believe that appellant and appellee were married.

Appellant also presented the testimony of Father Levy Malagueña who testified about the procedure of marriage in the Catholic Church[12]. Gregorio Faraon, administrative officer at the Office of the Clerk of Court, RTC-Manila, testified[13] that Atty. Socrates Maranan who notarized the Affidavit of Cohabitation executed by appellant and appellee, was not commissioned as a notary public from 1994 to 1995, for Manila.

The case was originally heard by RTC-Branch 47, but because of the pendency of another case in RTC-Branch 50, the case was transferred to the latter court[14].

Appellant submitted his formal offer of exhibits[15] on October 11, 2007.

Appellee was not able to present evidence because her attempt to introduce in evidence her testimony in Criminal Case No. 15754 did not materialize[16]. The RTC issued the assailed Decision, the dispositive portion is as quoted elsewhere herein.

Appellant moved for the reconsideration of the Decision but the Motion was denied¹⁷ on January 5, 2009; hence, the instant appeal, raising two issues as follows:

I.

WHETHER OR NOT THE HONORABLE REGIONAL TRIAL COURT OF PALAWAN AND PUERTO PRINCESA CITY BRANCH 50 GRAVELY ERRED IN CONSIDERING THE AFFIDAVIT OF COHABITATION AND THE MARRIAGE CERTIFICATE BETWEEN APPELLANT AND APPELLEE AS NOT FALSIFIED OR SHAM; AND

II.

WHETHER OR NOT THE HONORABLE REGIONAL TRIAL COURT OF PALAWAN AND PUERTO PRINCESA CITY BRANCH 50 GRAVELY ERRED IN UPHOLDING APPELLANT'S MARRIAGE CERTIFICATE WITH THE APPELLEE ON THE BASIS OF THE HIGHLY QUESTIONABLE AND ANOMALOUS CERTIFICATE OF MARRIAGE, RECORDS AND DOCUMENTS AS TESTIFIED TO BY APPELLANT'S WITNESSES.

THE ISSUE

The issue in this case is whether or not the subject marriage between appellant and appellee may be declared a nullity.

THE COURT'S RULING

The appeal is without merit.

Appellant grounded his complaint for Declaration of Nullity of Marriage on the allegation that his marriage to

appellee is a sham and fictitious because it was physically impossible for him to be present during the celebration of the marriage; that he signed the affidavit of cohabitation for five (5) years, in lieu of a marriage license, in blank; that the parties did not cohabit as husband and wife for five years, and their supposed marriage was registered in the Civil Registry of Caloocan three years after the celebration of the marriage.

The RTC summed up appellant's Complaint into two issues, to wit: (1) lack of marriage ceremony; and (2) lack of a valid marriage license.

The relevant provisions of the Family Code in this case are Articles 3, 4, and 35, which provide as follows:

Art. 3. The formal requisites of marriage are:

- (1) Authority of the solemnizing officer;
- (2) A valid marriage license except in the cases provided for in Chapter 2 of this Title;^[18] and
- (3) A marriage ceremony which takes place with the appearance of the contracting parties before the solemnizing officer and their personal declaration that they take each other as husband and wife in the presence of not less than two witnesses of legal age.

Art. 4. The absence of any of the essential or formal requisites shall render the marriage void ab initio, except as stated in Article 35 (2).

-and-

Art. 35. The following marriages shall be void from the beginning:

- (1) Those contracted by any party below eighteen years of age even with the consent of parents or guardians;
- (2) Those solemnized by any person not legally authorized to perform marriages unless such marriages were contracted with either or both parties believing in good faith that the solemnizing officer had the legal authority to do so;
- (3) Those solemnized without license, except those covered in the preceding Chapter;
- (4) Those bigamous or polygamous marriages not failing under Article 41;
- (5) Those contracted through mistake of one contracting party as to the identity of the other; and
- (6) Those subsequent marriages that are void under Article 53.

Appellant insists that the marriage certificate between him and appellee is spurious because it was registered only three years after the alleged wedding; that the oath of the solemnizing officer and the affidavit of cohabitation were solemnized, and executed on the same day; and that the parties do not belong to the Iglesia ng Diyos Uno Corinto church. We are not convinced.

Appellant attempts to convince us that the marriage certificate was spurious because no marriage ever happened. The RTC correctly upheld the valid execution of the marriage certificate as it was testified to by Prodante Pataksil^[19], Provincial Statistics Officer of Palawan, Office of the Civil Registrar General (now, the National Statistics Office or NSO), who brought an authenticated copy of the Marriage Certificate as well as the Certificate of Renewal of Authority to Solemnize Marriage of the minister who performed the marriage ceremony^[20].

It is settled that:

[As] public documents, they are admissible in evidence even without further proof of their due execution and genuineness. Thus, the RTC erred when it disregarded said documents on the sole ground that the petitioner did not present the records custodian of the NSO who issued them to testify on their authenticity and due execution since proof of authenticity and due execution was not anymore necessary. Moreover, not only are said documents admissible, they deserve to be given evidentiary weight because they constitute prima facie evidence of the facts stated therein.[21]

The RTC aptly rejected appellant's alibi that he could not have attended the marriage ceremony held on June 15, 1995 at Caloocan City, because he was, on the said date, at Gumaca, Quezon. However, Gumaca, Quezon is a mere 4-hour bus ride to Caloocan City, the place where the marriage was solemnized and celebrated. For alibi to prosper, two requisites must concur: first, the appellant was at a different place at the time the incident occurred; and second, it was physically impossible for appellant him to be at the scene at the time of the incident[22]. Appellant failed to substantiate his alibi considering that, as between the unnotarized Certification issued by the Adjutant of the 1[st] Marine Brigade, which constitutes the evidence for appellant, and the notarized, public documents of the Provincial Statistics Officer of Palawan, NSO, evidence of appellee, the due weight of evidence must tilt in the latter's favor. Further, the Certification did not render it impossible for the appellant to have gone to Caloocan City from Gumaca, Quezon on the day the marriage ceremony was held.

Appellant was not able to show that the solemnizing officer did not have the requisite authority to solemnize marriages. We quote with approbation, the findings of the RTC in this regard

The oath of the solemnizing officer, Rev. Juanito Carlos has been appended to the Certificate of Marriage showing regularity in the performance of his obligation as solemnizing officer. The petitioner had not successfully impugned the validity of his so-called sham marriage to the respondent. The presence of the Affidavit of Cohabitation for five (5) years notarized before Atty. Socrates Maranan on June 15, 1995 which petitioner himself admitted to have signed and was made the basis of Rev. Juanito Carlos in solemnizing the marriage, is enough proof to exempt them from the requirements of a valid marriage license.[23]

Appellant would like to impress upon the Court that the Affidavit of Cohabitation is a sham because he signed it in blank. The document, however, shows that appellant signed it in the proper place and does not show any vestige or mark that it was a blank paper at first and that his signature was intercalated on the blank paper. The cross-examination of appellant on the matter is telling:

A –

that was blank when it was presented to me for signature.

Court:

Q –

You mean to say, you signed Exhibit “C” in blank?

A –

Yes, your Honor, it was blank when it was presented to me for signature.

Court:

Proceed.

Atty. Legaspi:

Q –

I would like to take a look at Exhibit “C” again and tell me what do you see there, is this a computerized form that you see?

A –

I don't know whether this is computerized or not.

Q –

But definitely this is not handwritten, correct?

A –

Yes, Sir.

Q –

So, it could have been written with a typewriter or electronic typewriter or a computer. Now, you see that there are underlines here which was merely filled up by names written with a typewriter. What are you telling us when you signed this document nothing was written therein and what was completely presented to you was a blank sheet of paper where you were asked to affix your signature some place there?

NOTE:

No answer....

Atty. Legaspi:

May the record show please that this witness hesitate to answer.

Court:

Answer now.

Witness:

Yes, your Honor, it was really blank when it was presented to me for signature.

Atty. Legaspi:

So, what was presented to you was a white piece of paper?

A –

Yes, Sir, coupon bond.

Q –

And in choosing to affix your signature in this exact spot now appears, who made the choice?

A –

It was Lolita dela Cuesta who told me that I should sign in that portion.

Q –

And when the defendant(s) asked you to affix your signature in a completely blank sheet of bond paper, did you or did you not ask her the reason why she is presenting to you a white piece of paper for signature?

A –

I was not able to ask her anymore, Sir.[24]

Also, in the same testimony, appellant admitted courting appellee in 1989 and everytime he goes to Manila, he stays with appellee and has sexual intercourse with her, adding that from that time until their supposed marriage, he had only one girlfriend and that was appellee.

After an aasiduous review of the records, We find no ground to reverse the Decision of the RTC. The certificate of marriage remains a prima facie proof of the marriage of appellant and appelee, and appellant has failed to rebut its due excution.

WHEREFORE, the appeal of Eddie M. Cruz is DISMISSED. The Decision dated July 25, 2008 of the Regional Trial Court of Palawan and Puerto Princesa, Branch 50, in Spl. Proc. No. 1258 is AFFIRMED.

SO ORDERED.

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Dicdican, I.P., Chairperson, and Elibinias, M. P., JJ., concur.

[1] Records, pp. 187-92.

[2] See Complaint, records, pp. 2-3.

[3] Ibid., pp. 30-4.

[4] Ibid., pp. 43-8.

[5] Ibid., p. 49.

[6] TSN, December 15, 2000.

[7] Exh. "A".

[8] Exh. "B".

[9] Exh. "C".

[10] Cross-examination, TSN, July 27, 2001.

[11] TSN, January 18, 2002.

[12] TSN, September 27, 2005.

[13] TSN, November 6, 2006.

[14] See RTC, Branch 47 Order dated January 18, 2002, records, p. 65.

[15] Records, pp. 150-5.

[16] See RTC Order dated January 5, 2008, rollo, p. 65.

[17] Rollo, pp. 65-68.

[18] The relevant provision in this case is Art. 34 which provides: No license shall be necessary for the marriage of a man and a woman who have lived together as husband and wife for at least five years and without any legal impediment to marry each other. The contracting parties shall state the foregoing facts in an affidavit before any person authorized by law to administer oaths. The solemnizing officer shall also state under oath that he ascertained the qualifications of the contracting parties and found no legal impediment to the marriage.

[19] TSN, January 3, 2005.

[20] See RTC Decision, records, p. 191.

[21] Yasuo Iwasawa vs. Felisa Custodio Gangan, G.R. No. 204169, September 11, 2013.

[22] See People vs. Neil B. Colorado, G.R. No. 200792, November 14, 2012.

[23] Records, pp. 191-2.

[24] TSN, December 15, 2000, pp. 27-9.

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