

SUSAN NICDAO CARIÑO, PETITIONER, VS. SUSAN YEE CARIÑO, RESPONDENT.*G.R. No. 132529. February 02, 2001*

Ponente: YNARES-SANTIAGO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-132529/>**YNARES-SANTIAGO, J.:**

The issue for resolution in the case at bar hinges on the validity of the two marriages contracted by the deceased SPO4 Santiago S. Cariño, whose "death benefits" is now the subject of the controversy between the two Susans whom he married.

Before this Court is a petition for review on certiorari seeking to set aside the decision[1] of the Court of Appeals in CA-G.R. CV No. 51263, which affirmed in toto the decision[2] of the Regional Trial Court of Quezon City, Branch 87, in Civil Case No. Q-93-18632.

During the lifetime of the late SPO4 Santiago S. Cariño, he contracted two marriages, the first was on June 20, 1969, with petitioner Susan Nicdao Cariño (hereafter referred to as Susan Nicdao), with whom he had two offsprings, namely, Sahlee and Sandee Cariño; and the second was on November 10, 1992, with respondent Susan Yee Cariño (hereafter referred to as Susan Yee), with whom he had no children in their almost ten year cohabitation starting way back in 1982.

In 1988, SPO4 Santiago S. Cariño became ill and bedridden due to diabetes complicated by pulmonary tuberculosis. He passed away on November 23, 1992, under the care of Susan Yee, who spent for his medical and burial expenses. Both petitioner and respondent filed claims for monetary benefits and financial assistance pertaining to the deceased from various government agencies. Petitioner Susan Nicdao was able to collect a total of P146,000.00 from "MBAI, PCCUI, Commutation, NAPOLCOM, [and] Pag-ibig,"[3] while respondent Susan Yee received a total of P21,000.00 from "GSIS Life, Burial (GSIS) and burial (SSS)."[4]

On December 14, 1993, respondent Susan Yee filed the instant case for collection of sum of money against petitioner Susan Nicdao praying, inter alia, that petitioner be ordered to return to her at least one-half of the one hundred forty-six thousand pesos (P146,000.00) collectively denominated as "death benefits" which she (petitioner) received from "MBAI, PCCUI, Commutation, NAPOLCOM, [and] Pag-ibig." Despite service of summons, petitioner failed to file her answer, prompting the trial court to declare her in default.

Respondent Susan Yee admitted that her marriage to the deceased took place during the subsistence of, and without first obtaining a judicial declaration of nullity of, the marriage between petitioner and the deceased. She, however, claimed that she had no knowledge of the previous marriage and that she became aware of it only at the funeral of the deceased, where she met petitioner who introduced herself as the wife of the deceased. To bolster her action for collection of sum of money, respondent contended that the marriage of petitioner and the deceased is void ab initio because the same was solemnized without the required marriage license. In support thereof, respondent presented: 1) the marriage certificate of the deceased and the petitioner which bears no marriage license number;[5] and 2) a certification dated March 9, 1994, from the Local Civil Registrar of San Juan, Metro

Manila, which reads -

This is to certify that this Office has no record of marriage license of the spouses SANTIAGO CARINO (sic) and SUSAN NICDAO, who are married in this municipality on June 20, 1969. Hence, we cannot issue as requested a true copy or transcription of Marriage License number from the records of this archives.

This certification is issued upon the request of Mrs. Susan Yee Cariño for whatever legal purpose it may serve.[6]

On August 28, 1995, the trial court ruled in favor of respondent, Susan Yee, holding as follows:

WHEREFORE, the defendant is hereby ordered to pay the plaintiff the sum of P73,000.00, half of the amount which was paid to her in the form of death benefits arising from the death of SPO4 Santiago S. Cariño, plus attorney's fees in the amount of P5,000.00, and costs of suit.

IT IS SO ORDERED.[7]

On appeal by petitioner to the Court of Appeals, the latter affirmed in toto the decision of the trial court. Hence, the instant petition, contending that:

I.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN AFFIRMING THE FINDINGS OF THE LOWER COURT THAT VDA. DE CONSUEGRA VS. GSIS IS APPLICABLE TO THE CASE AT BAR.

II.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN APPLYING EQUITY IN THE INSTANT CASE INSTEAD OF THE CLEAR AND UNEQUIVOCAL MANDATE OF THE FAMILY CODE.

III.

THE HONORABLE COURT OF APPEALS GRAVELY ERRED IN NOT FINDING THE CASE OF VDA. DE CONSUEGRA VS GSIS TO HAVE BEEN MODIFIED, AMENDED AND EVEN ABANDONED BY THE ENACTMENT OF THE FAMILY CODE.[8]

Under Article 40 of the Family Code, the absolute nullity of a previous marriage may be invoked for purposes of remarriage on the basis solely of a final judgment declaring such previous marriage void. Meaning, where the absolute nullity of a previous marriage is sought to be invoked for purposes of contracting a second marriage, the sole basis acceptable in law, for said projected marriage to be free from legal infirmity, is a final judgment declaring the previous marriage void.[9] However, for purposes other than remarriage, no judicial action is necessary to declare a marriage an absolute nullity. For other purposes, such as but not limited to the determination of heirship, legitimacy or illegitimacy of a child, settlement of estate, dissolution of property regime, or a criminal case for that matter, the court may pass upon the validity of marriage even after the death of the parties thereto, and even in a suit not directly instituted to question the validity of said marriage, so long as it is essential to the determination of the case.[10] In such instances, evidence must be adduced, testimonial or documentary, to prove the existence of grounds rendering such a previous marriage an absolute nullity. These need not be limited solely to an earlier final judgment of a court declaring such previous marriage void.[11]

It is clear therefore that the Court is clothed with sufficient authority to pass upon the validity of the two marriages in this case, as the same is essential to the determination of who is rightfully entitled to the subject "death benefits" of the deceased.

Under the Civil Code, which was the law in force when the marriage of petitioner Susan Nicdao and the deceased was solemnized in 1969, a valid marriage license is a requisite of marriage,[12] and the absence thereof, subject to certain exceptions,[13] renders the marriage void ab initio.[14]

In the case at bar, there is no question that the marriage of petitioner and the deceased does not fall within the marriages exempt from the license requirement. A marriage license, therefore, was indispensable to the validity of their marriage. This notwithstanding, the records reveal that the marriage contract of petitioner and the deceased bears no marriage license number and, as certified by the Local Civil Registrar of San Juan, Metro Manila, their office has no record of such marriage license. In *Republic v. Court of Appeals*,[15] the Court held that such a certification is adequate to prove the non-issuance of a marriage license. Absent any circumstance of suspicion, as in the present case, the certification issued by the local civil registrar enjoys probative value, he being the officer charged under the law to keep a record of all data relative to the issuance of a marriage license.

Such being the case, the presumed validity of the marriage of petitioner and the deceased has been sufficiently overcome. It then became the burden of petitioner to prove that their marriage is valid and that they secured the required marriage license. Although she was declared in default before the trial court, petitioner could have squarely met the issue and explained the absence of a marriage license in her pleadings before the Court of Appeals and this Court. But petitioner conveniently avoided the issue and chose to refrain from pursuing an argument that will put her case in jeopardy. Hence, the presumed validity of their marriage cannot stand.

It is beyond cavil, therefore, that the marriage between petitioner Susan Nicdao and the deceased, having been solemnized without the necessary marriage license, and not being one of the marriages exempt from the marriage license requirement, is undoubtedly void ab initio.

It does not follow from the foregoing disquisition, however, that since the marriage of petitioner and the deceased is declared void ab initio, the "death benefits" under scrutiny would now be awarded to respondent Susan Yee. To reiterate, under Article 40 of the Family Code, for purposes of remarriage, there must first be a prior judicial declaration of the nullity of a previous marriage, though void, before a party can enter into a second marriage, otherwise, the second marriage would also be void.

Accordingly, the declaration in the instant case of nullity of the previous marriage of the deceased and petitioner Susan Nicdao does not validate the second marriage of the deceased with respondent Susan Yee. The fact remains that their marriage was solemnized without first obtaining a judicial decree declaring the marriage of petitioner Susan Nicdao and the deceased void. Hence, the marriage of respondent Susan Yee and the deceased is, likewise, void ab initio.

One of the effects of the declaration of nullity of marriage is the separation of the property of the spouses according to the applicable property regime.[16] Considering that the two marriages are void ab initio, the applicable property regime would not be absolute community or conjugal partnership of property, but rather, be governed by the provisions of Articles 147 and 148 of the Family Code on "Property Regime of Unions Without Marriage."

Under Article 148 of the Family Code, which refers to the property regime of bigamous marriages, adulterous relationships, relationships in a state of concubine, relationships where both man and woman are married to other persons, multiple alliances of the same married man,[17] -

"... [O]nly the properties acquired by both of the parties through their actual joint contribution of money, property, or industry shall be owned by them in common in proportion to their respective contributions ..."

In this property regime, the properties acquired by the parties through their actual joint contribution shall belong

to the co-ownership. Wages and salaries earned by each party belong to him or her exclusively. Then too, contributions in the form of care of the home, children and household, or spiritual or moral inspiration, are excluded in this regime.[18]

Considering that the marriage of respondent Susan Yee and the deceased is a bigamous marriage, having been solemnized during the subsistence of a previous marriage then presumed to be valid (between petitioner and the deceased), the application of Article 148 is therefore in order.

The disputed P146,000.00 from MBAI [AFP Mutual Benefit Association, Inc.], NAPOLCOM, Commutation, Pag-ibig, and PCCUI, are clearly remunerations, incentives and benefits from governmental agencies earned by the deceased as a police officer. Unless respondent Susan Yee presents proof to the contrary, it could not be said that she contributed money, property or industry in the acquisition of these monetary benefits. Hence, they are not owned in common by respondent and the deceased, but belong to the deceased alone and respondent has no right whatsoever to claim the same. By intestate succession, the said "death benefits" of the deceased shall pass to his legal heirs. And, respondent, not being the legal wife of the deceased is not one of them.

As to the property regime of petitioner Susan Nicdao and the deceased, Article 147 of the Family Code governs. This article applies to unions of parties who are legally capacitated and not barred by any impediment to contract marriage, but whose marriage is nonetheless void for other reasons, like the absence of a marriage license. Article 147 of the Family Code reads -

Art. 147. When a man and a woman who are capacitated to marry each other, live exclusively with each other as husband and wife without the benefit of marriage or under a void marriage, their wages and salaries shall be owned by them in equal shares and the property acquired by both of them through their work or industry shall be governed by the rules on co-ownership.

In the absence of proof to the contrary, properties acquired while they lived together shall be presumed to have been obtained by their joint efforts, work or industry, and shall be owned by them in equal shares. For purposes of this Article, a party who did not participate in the acquisition by the other party of any property shall be deemed to have contributed jointly in the acquisition thereof if the former's efforts consisted in the care and maintenance of the family and of the household.

x x x x x x x x

When only one of the parties to a void marriage is in good faith, the share of the party in bad faith in the co-ownership shall be forfeited in favor of their common children. In case of default of or waiver by any or all of the common children or their descendants, each vacant share shall belong to the respective surviving descendants. In the absence of descendants, such share shall belong to the innocent party. In all cases, the forfeiture shall take place upon termination of the cohabitation.

In contrast to Article 148, under the foregoing article, wages and salaries earned by either party during the cohabitation shall be owned by the parties in equal shares and will be divided equally between them, even if only one party earned the wages and the other did not contribute thereto.[19] Conformably, even if the disputed "death benefits" were earned by the deceased alone as a government employee, Article 147 creates a co-ownership in respect thereto, entitling the petitioner to share one-half thereof. As there is no allegation of bad faith in the present case, both parties of the first marriage are presumed to be in good faith. Thus, one-half of the subject "death benefits" under scrutiny shall go to the petitioner as her share in the property regime, and the other half pertaining to the deceased shall pass by, intestate succession, to his legal heirs, namely, his children with Susan Nicdao.

In affirming the decision of the trial court, the Court of Appeals relied on the case of *Vda. de Consuegra v. Government Service Insurance System*,[20] where the Court awarded one-half of the retirement benefits of the

deceased to the first wife and the other half, to the second wife, holding that:

"... [S]ince the defendant's first marriage has not been dissolved or declared void the conjugal partnership established by that marriage has not ceased. Nor has the first wife lost or relinquished her status as putative heir of her husband under the new Civil Code, entitled to share in his estate upon his death should she survive him. Consequently, whether as conjugal partner in a still subsisting marriage or as such putative heir she has an interest in the husband's share in the property here in dispute...." And with respect to the right of the second wife, this Court observed that although the second marriage can be presumed to be void ab initio as it was celebrated while the first marriage was still subsisting, still there is need for judicial declaration of such nullity. And inasmuch as the conjugal partnership formed by the second marriage was dissolved before judicial declaration of its nullity, "[t]he only just and equitable solution in this case would be to recognize the right of the second wife to her share of one-half in the property acquired by her and her husband, and consider the other half as pertaining to the conjugal partnership of the first marriage." [21]

It should be stressed, however, that the aforecited decision is premised on the rule which requires a prior and separate judicial declaration of nullity of marriage. This is the reason why in the said case, the Court determined the rights of the parties in accordance with their existing property regime.

In *Domingo v. Court of Appeals*, [22] however, the Court, construing Article 40 of the Family Code, clarified that a prior and separate declaration of nullity of a marriage is an all important condition precedent only for purposes of remarriage. That is, if a party who is previously married wishes to contract a second marriage, he or she has to obtain first a judicial decree declaring the first marriage void, before he or she could contract said second marriage, otherwise the second marriage would be void. The same rule applies even if the first marriage is patently void because the parties are not free to determine for themselves the validity or invalidity of their marriage. However, for purposes other than to remarry, like for filing a case for collection of sum of money anchored on a marriage claimed to be valid, no prior and separate judicial declaration of nullity is necessary. All that a party has to do is to present evidence, testimonial or documentary, that would prove that the marriage from which his or her rights flow is in fact valid. Thereupon, the court, if material to the determination of the issues before it, will rule on the status of the marriage involved and proceed to determine the rights of the parties in accordance with the applicable laws and jurisprudence. Thus, in *Niñal v. Bayadog*, [23] the Court explained:

[T]he court may pass upon the validity of marriage even in a suit not directly instituted to question the same so long as it is essential to the determination of the case. This is without prejudice to any issue that may arise in the case. When such need arises, a final judgment of declaration of nullity is necessary even if the purpose is other than to remarry. The clause "on the basis of a final judgment declaring such previous marriage void" in Article 40 of the Family Code connoted that such final judgment need not be obtained only for purpose of remarriage.

WHEREFORE, the petition is GRANTED, and the decision of the Court of Appeals in CA-G.R. CV No. 51263 which affirmed the decision of the Regional Trial Court of Quezon City ordering petitioner to pay respondent the sum of P73,000.00 plus attorney's fees in the amount of P5,000.00, is REVERSED and SET ASIDE. The complaint in Civil Case No. Q-93-18632, is hereby DISMISSED. No pronouncement as to costs.

SO ORDERED.

Davide, Jr., C.J., Kapunan, and Pardo, JJ., concur.
Puno J., on official leave.

[1] Rollo, pp. 43-47.

[2] Rollo, pp. 49-55.

[3] Exhibit "F", Records, p. 38.

[4] Ibid.

[5] Exhibit "D-1", Records, p. 36

[6] Exhibit "E", Records, p. 37.

[7] Rollo, p. 55.

[8] Rollo, p. 18.

[9] Domingo v. Court of Appeals, 226 SCRA 572, 579 [1993].

[10] Niñal, et al., v. Bayadog, G.R. No. 133778, March 14, 2000.

[11] Domingo v. Court of Appeals, supra.

[12] ART. 53. No marriage shall be solemnized unless all these requisites are complied with:

- (1) Legal capacity of the contracting parties;
- (2) Their consent, freely given;
- (3) Authority of the person performing the marriage; and
- (4) A marriage license, except in a marriage of exceptional character.

[13] ART. 58. Save marriages of an exceptional character authorized in Chapter 2 of this Title, but not those under Article 75, no marriage shall be solemnized without a license first being issued by the local civil registrar of the municipality where either contracting party habitually resides.

[14] ART. 80. The following marriages shall be void from the beginning:

x x x x x x x x x

- (3) Those solemnized without a marriage license, save marriages of exceptional character;

x x x x x x x x x

[15] 236 SCRA 257, 261-262; citing the Rules of Court, Rule 132, Section 29.

[16] Art. 50. The effects provided for in paragraphs (2), (3), (4) and (5) of Article 43 and in Article 44 shall also apply in proper cases to marriages which are declared void ab initio or annulled by final judgment under Articles 40 and 45.

The final judgment in such cases shall provide for the liquidation, partition, and distribution of the properties of the spouses, the custody and support of the common children, and the delivery of their presumptive legitimes, unless such matters had been adjudicated in previous judicial proceedings.

x x x x x x x x x

Art. 43. The termination of the subsequent marriage referred to in the preceding Article shall produce the following effects:

x x x x x x x x x

- (2) The absolute community of property or the conjugal partnership, as the case may be, shall be dissolved and

liquidated, but if either spouse contracted said marriage in bad faith, his or her share of the net profits of the community property or conjugal partnership property shall be forfeited in favor of the common children or, if there are none, the children of the guilty spouse by a previous marriage or, in default of children, the innocent spouse;

x x x x x x x x

Art. 44. If both spouses of the subsequent marriage acted in bad faith, said marriage shall be void ab initio and all donations by reason of marriage and testamentary dispositions made by one in favor of the other are revoked by operation of law.

[17] Sempio-Diy, Handbook on the Family Code of the Philippines, p. 233-234 (1995).

[18] Id., p. 234.

[19] Id., p. 230.

[20] 37 SCRA 316 [1971].

[21] Id., p. 326.

[22] Supra.

[23] Supra.

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.