JAIME O. SEVILLA, PETITIONER, VS. CARMELITA N. CARDENAS, RESPONDENT.

G.R. NO. 167684. July 31, 2006

Ponente: CHICO-NAZARIO, J.

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CHICO-NAZARIO, J.:

This Petition for Review on Certiorari seeks the reversal of the Decision[1] of the Court of Appeals in CA-G.R. CV No. 74416 dated 20 December 2004 which set aside the Decision[2] of the Regional Trial Court (RTC) of Makati City, in Civil Case No. 94-1285 dated 25 January 2002.

In a Complaint[3] dated 28 March 1994 filed by Jaime O. Sevilla before the RTC, he claimed that on 19 May 1969, through machinations, duress and intimidation employed upon him by Carmelita N. Cardenas and the latter's father, retired Colonel Jose Cardenas of the Armed forces of the Philippines, he and Carmelita went to the City Hall of Manila and they were introduced to a certain Reverend Cirilo D. Gonzales, a supposed Minister of the Gospel. On the said date, the father of Carmelita caused him and Carmelita to sign a marriage contract before the said Minister of the Gospel. According to Jaime, he never applied for a marriage license for his supposed marriage to Carmelita and never did they obtain any marriage license from any Civil Registry, consequently, no marriage license was presented to the solemnizing officer.

For her part, Carmelita refuted these allegations of Jaime, and claims that she and Jaime were married civilly on 19 May 1969,[4] and in a church ceremony thereafter on 31 May 1969[5] at the Most Holy Redeemer Parish in Quezon City. Both marriages were registered with the local civil registry of Manila and the National Statistics Office. He is estopped from invoking the lack of marriage license after having been married to her for 25 years.

The trial court made the following findings:

> In support of his complaint, plaintiff [Jaime] testified that on May 19, 1969, he and defendant [Carmelita] appeared before a certain Rev. Cirilo D. Gonzales, a Minister of the Gospel, at the city hall in Manila where they executed a Marriage Contract (Exh. "A") in civil rites. A certain Godofredo Occena who, plaintiff alleged, was an aide of defendant's father accompanied them, and who, together with another person, stood as witness to the civil wedding. That although marriage license no. 2770792 allegedly issued in San Juan, Rizal on May 19, 1969 was indicated in the marriage contract, the same was fictitious for he never applied for any marriage license, (Ibid., p. 11). Upon verifications made by him through his lawyer, Atty. Jose M. Abola, with the Civil Registry of San Juan, a Certification dated March 11, 1994 (Exh. "E") was issued by Rafael D. Aliscad, Jr., Local Civil Registrar of San Juan, that "no marriage license no. 2770792 was ever issued by said office." On May 31, 1969, he and defendant were again wed, this time in church rites, before Monsignor Juan Velasco at the Most Holy Redeemer Parish Church in Brixton Hills, Quezon City, where they executed another marriage contract (Exh. "F") with the same marriage license no. 2770792 used and indicated. Preparations and expenses for the church wedding and reception were jointly shared by his and defendant's parents. After the church wedding, he and defendant resided in his house at Brixton Hills until their first son, Jose Gabriel, was born in March 1970. As his parents continued to support him financially, he and defendant lived in Spain for some time, for his medical studies. Eventually, their marital relationship turned bad because it became difficult for

him to be married he being a medical student at that time. They started living apart in 1976, but they underwent family counseling before they eventually separated in 1978. It was during this time when defendant's second son was born whose paternity plaintiff questioned. Plaintiff obtained a divorce decree against defendant in the United States in 1981 and later secured a judicial separation of their conjugal partnership in 1983.

Atty. Jose M. Abola, then counsel for the plaintiff, himself manifested that when his service was engaged by plaintiff, and after the latter narrated to him the circumstances of his marriage, he made inquiries with the Office of Civil Registry of San Juan where the supposed marriage license was obtained and with the Church of the Most Holy Redeemer Parish where the religious wedding ceremony was celebrated. His request letters dated March 3, 1994 (Exh. "J"), March 7, 1994 (Exh. "L"), March 9, 1994 (Exh. "M") and March 11, 1994 (Exh. "K") were all sent to and received by the Civil Registrar of San Juan, who in reply thereto, issued Certifications dated March 4, 1994 (Exh. "I"), and March 11, 1994 (Exh. "E") and September 20, 1994 (Exh. "C"), that "no marriage license no. 2770792 was ever issued by that office." Upon his inquiry, the Holy Redeemer Parish Church issued him a certified copy of the marriage contract of plaintiff and defendant (Exh. "F") and a Certificate of Marriage dated April 11, 1994 (Exh. "G"), wherein it noted that it was a "purely religious ceremony, having been civilly married on May 19, 1969 at the City Hall, Manila, under Marriage License No. 2770792 issued at San Juan, Rizal on May 19, 1969."

Perlita Mercader, Registration Officer III of the Local Registry of San Juan, identified the Certificates dated March 4, 1994, March 11, 1994 and September 20, 1994 issued by Rafael Aliscad, Jr., the Local Civil Registrar, and testified that their office failed to locate the book wherein marriage license no. 2770792 may have been registered (TSN, 8-6-96, p. 5).

Defendant Carmelita Cardenas testified that she and plaintiff had a steady romantic relationship after they met and were introduced to each other in October 1968. A model, she was compelled by her family to join the Mutya ng Pilipinas beauty pageant when plaintiff who was afraid to lose her, asked her to run away with him to Baguio. Because she loved plaintiff, she turned back on her family and decided to follow plaintiff in Baguio. When they came back to Manila, she and plaintiff proceeded to the latter's home in Brixton Hills where plaintiff's mother, Mrs. Sevilla, told her not to worry. Her parents were hostile when they learned of the elopement, but Mrs. Sevilla convinced them that she will take care of everything, and promised to support plaintiff and defendant. As plaintiff was still fearful he may lose her, he asked her to marry him in civil rites, without the knowledge of her family, more so her father (TSN, 5-28-98, p. 4) on May 19, 1969, before a minister and where she was made to sign documents. After the civil wedding, they had lunch and later each went home separately. On May 31, 1969, they had the church wedding, which the Sevilla family alone prepared and arranged, since defendant's mother just came from hospital. Her family did not participate in the wedding preparations. Defendant further stated that there was no sexual consummation during their honeymoon and that it was after two months when they finally had sex. She learned from Dr. Escudero, plaintiff's physician and one of their wedding sponsors that plaintiff was undergoing psychiatric therapy since age 12 (TSN, 11-2-98, p. 15) for some traumatic problem compounded by his drug habit. She found out plaintiff has unusual sexual behavior by his obsession over her knees of which he would take endless pictures of. Moreover, plaintiff preferred to have sex with her in between the knees which she called "intrafemural sex," while real sex between them was far and between like 8 months, hence, abnormal. During their marriage, plaintiff exhibited weird sexual behavior which defendant attributed to plaintiff's drug addiction (TSN, 11-5-98, pp. 5-8). A compulsive liar, plaintiff has a bad temper who breaks things when he had tantrums. Plaintiff took drugs like amphetamines, benzedrine and the like, "speed" drugs that kept him from sleep and then would take barbiturates or downers, like "mogadon." Defendant tried very hard to keep plaintiff away from drugs but failed as it has become a habit to him. They had no fixed home since they often moved and partly lived in Spain for about four and a half years, and during all those times, her mother-in-law would send some financial support on and off, while defendant worked as an English teacher. Plaintiff, who was supposed to be studying, did nothing. Their marriage became unbearable, as plaintiff physically and verbally abused her, and this led to a break up in their marriage. Later, she learned that plaintiff married one Angela Garcia in 1991

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> in the United States.
>
> Jose Cardenas, father of defendant, testified that he was not aware of the civil wedding of his daughter with the plaintiff; that his daughter and grandson came to stay with him after they returned home from Spain and have lived with him and his wife ever since. His grandsons practically grew up under his care and guidance, and he has supported his daughter's expenses for medicines and hospital confinements (Exhs. "9" and "10").
>
> Victoria Cardenas Navarro, defendant's sister, testified and corroborated that it was plaintiff's family that attended to all the preparations and arrangements for the church wedding of her sister with plaintiff, and that she didn't know that the couple wed in civil rites some time prior to the church wedding. She also stated that she and her parents were still civil with the plaintiff inspite of the marital differences between plaintiff and defendant.
>
> As adverse witness for the defendant, plaintiff testified that because of irreconcilable differences with defendant and in order for them to live their own lives, they agreed to divorce each other; that when he applied for and obtained a divorce decree in the United States on June 14, 1983 (Exh. "13"), it was with the knowledge and consent of defendant who in fact authorized a certain Atty. Quisumbing to represent her (TSN, 12-7-2000, p. 21). During his adverse testimony, plaintiff identified a recent certification dated July 25, 2000 (Exh. "EE") issued by the Local Civil Registrar of San Juan, that the marriage license no. 2770792, the same marriage license appearing in the marriage contract (Exh. "A"), is inexistent, thus appears to be fictitious.[6]

In its Decision dated 25 January 2002, declaring the nullity of the marriage of the parties, the trial court made the following justifications:

> Thus, being one of the essential requisites for the validity of the marriage, the lack or absence of a license renders the marriage void ab initio. It was shown under the various certifications (Exhs. "I", "E", and "C") earlier issued by the office of the Local Civil Registrar of the Municipality of San Juan, and the more recent one issued on July 25, 2000 (Exh. "EE") that no marriage license no. 2770792 was ever issued by that office, hence, the marriage license no. 2770792 appearing on the marriage contracts executed on May 19, 1969 (Exh. "A") and on May 31, 1969 (Exh. "F") was fictitious. Such a certification enjoys probative value under the rules on evidence, particularly Section 28, Rule 132 of the Rules of Court, x x x.
>
> x x x x
>
> WHEREFORE, the Court hereby declares the civil marriage between Jaime O. Sevilla and Carmelita N. Cardenas solemnized by Rev. Cirilo D. Gonzales at the Manila City Hall on May 19, 1969 as well as their contract of marriage solemnized under religious rites by Rev. Juan B. Velasco at the Holy Redeemer Parish on May 31, 1969, NULL and VOID for lack of the requisite marriage license. Let the marriage contract of the parties under Registry No. 601 (e-69) of the registry book of the Local Civil Registry of Manila be cancelled.
>
> Let copies of this Decision be duly recorded in the proper civil and property registries in accordance with Article 52 of the Family Code. Likewise, let a copy hereof be forwarded the Office of the Solicitor General for its record and information.[7]

Carmelita filed an appeal with the Court of Appeals. In a Decision dated 20 December 2004, the Court of Appeals disagreed with the trial court and held:

> In People v. De Guzman (G.R. No. 106025, February 9, 1994), the Supreme Court explained that: "The presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty. The presumption, however, prevails until it is overcome by no less than clear and convincing evidence to the contrary. Thus, unless the presumption is rebutted, it becomes conclusive."
>
> In this case, We note that a certain Perlita Mercader of the local civil registry of San Juan testified that they "failed to locate the book wherein marriage license no. 2770792 is registered," for the reason that "the

> employee handling is already retired." With said testimony We cannot therefore just presume that the marriage license specified in the parties' marriage contract was not issued for in the end the failure of the office of the local civil registrar of San Juan to produce a copy of the marriage license was attributable not to the fact that no such marriage license was issued but rather, because it "failed to locate the book wherein marriage license no. 2770792 is registered." Simply put, if the pertinent book were available for scrutiny, there is a strong possibility that it would have contained an entry on marriage license no. 2720792.
>
> x x x x
>
> Indeed, this Court is not prepared to annul the parties' marriage on the basis of a mere perception of plaintiff that his union with defendant is defective with respect to an essential requisite of a marriage contract, a perception that ultimately was not substantiated with facts on record.[8]

Jaime filed a Motion for Reconsideration dated 6 January 2005 which the Court of Appeals denied in a Resolution dated 6 April 2005.

This denial gave rise to the present Petition filed by Jaime.

He raises the following issues for Resolution.

> - Whether or not a valid marriage license was issued in accordance with law to the parties herein prior to the celebration of the marriages in question;
>
> - Whether or not the Court of Appeals correctly applied and relied on the presumption of regularity of officials acts, particularly the issuance of a marriage license, arising solely from the contents of the marriage contracts in question which show on their face that a marriage license was purportedly issued by the Local Civil Registry of San Juan, Metro Manila, and
>
> - Whether or not respondent could validly invoke/rely upon the presumption of validity of a marriage arising from the admitted "fact of marriage."[9]

At the core of this controversy is the determination of whether or not the certifications from the Local Civil Registrar of San Juan stating that no Marriage License No. 2770792 as appearing in the marriage contract of the parties was issued, are sufficient to declare their marriage as null and void ab initio.

We agree with the Court of Appeals and rule in the negative.

Pertinent provisions of the Civil Code which was the law in force at the time of the marriage of the parties are Articles 53,[10] 58[11] and 80.[12]

Based on the foregoing provisions, a marriage license is an essential requisite for the validity of marriage. The marriage between Carmelita and Jaime is of no exception.

At first glance, this case can very well be easily dismissed as one involving a marriage that is null and void on the ground of absence of a marriage license based on the certifications issued by the Local Civil Registar of San Juan. As ruled by this Court in the case of Cariño v. Cariño[13]:

> [A]s 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, 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 date 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.

The foregoing Decision giving probative value to the certifications issued by the Local Civil Registrar should be read in line with the decision in the earlier case of Republic v. Court of Appeals,[14] where it was held that:

> The above Rule authorized the custodian of documents to certify that despite diligent search, a particular document does not exist in his office or that a particular entry of a specified tenor was not to be found in a register. As custodians of public documents, civil registrars are public officers charged with the duty, inter alia, of maintaining a register book where they are required to enter all applications for marriage licenses, including the names of the applicants, the date the marriage license was issued and such other relevant data. (Emphasis supplied.)

Thus, the certification to be issued by the Local Civil Registrar must categorically state that the document does not exist in his office or the particular entry could not be found in the register despite diligent search. Such certification shall be sufficient proof of lack or absence of record as stated in Section 28, Rule 132 of the Rules of Court:

> SEC. 28. Proof of lack of record. - a written statement signed by an officer having the custody of an official record or by his deputy that after diligent search, no record or entry of a specified tenor is found to exist in the records of his office, accompanied by a certificate as above provided, is admissible as evidence that the records of his office contain no such record or entry.

We shall now proceed to scrutinize whether the certifications by the Local Civil Registrar of San Juan in connection with Marriage License No. 2770792 complied with the foregoing requirements and deserved to be accorded probative value.

The first Certification[15] issued by the Local Civil Registrar of San Juan, Metro Manila, was dated 11 March 1994. It reads:

> TO WHOM IT MAY CONCERN:
>
> No Marriage License Number 2770792 were (sic) ever issued by this Office. With regards (sic) to Marriage License Number 2880792,[16] we exert all effort but we cannot find the said number.
>
> Hope and understand our loaded work cannot give you our full force locating the above problem.
>
> San Juan, Metro Manila
> March 11, 1994
>
> (SGD)RAFAEL D. ALISCAD, JR.
>
> Local Civil Registrar

The second certification[17] was dated 20 September 1994 and provides:

> TO WHOM IT MAY CONCERN:
>
> This is to certify that no marriage license Number 2770792 were ever issued by this Office with regards to

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> Marriage License Number 2880792, we exert all effort but we cannot find the said number.
>
> Hope and understand our loaded work cannot give you our full force locating the above problem.
>
> San Juan, Metro Manila
> September 20, 1994
>
> (SGD)RAFAEL D. ALISCAD, JR.
>
> Local Civil Registrar

The third Certification,[18] issued on 25 July 2000, states:

> TO WHOM IT MAY CONCERN:
>
> This is to certify that according to the records of this office, no Marriage License Application was filed and no Marriage License No. 2770792 allegedly dated May 19, 1969 was issued by this Office to MR. JAIME O. SEVILLA and MS. CARMELITA CARDENAS-SEVILLA.
>
> This is to further certify that the said application and license do not exist in our Local Civil Registry Index and, therefore, appear to be fictitious.
>
> This certification is being issued upon the request of the interested party for whatever legal intent it may serve.
>
> San Juan, Metro Manila
> July 25, 2000
>
> (SGD)RAFAEL D. ALISCAD, JR.
>
> Local Civil Registrar

Note that the first two certifications bear the statement that "hope and understand our loaded work cannot give you our full force locating the above problem." It could be easily implied from the said statement that the Office of the Local Civil Registrar could not exert its best efforts to locate and determine the existence of Marriage License No. 2770792 due to its "loaded work." Likewise, both certifications failed to state with absolute certainty whether or not such license was issued.

This implication is confirmed in the testimony of the representative from the Office of the Local Civil Registrar of San Juan, Ms. Perlita Mercader, who stated that they cannot locate the logbook due to the fact that the person in charge of the said logbook had already retired. Further, the testimony of the said person was not presented in evidence. It does not appear on record that the former custodian of the logbook was deceased or missing, or that his testimony could not be secured. This belies the claim that all efforts to locate the logbook or prove the material contents therein, had been exerted.

As testified to by Perlita Mercader:

> Q Under the subpoena duces tecum, you were required to bring to this Court among other things the register of application of/or (sic) for marriage licenses received by the Office of the :Local Civil Registrar of San Juan, Province of Rizal, from January 19, 1969 to May 1969. Did you bring with you those records?
>
> A I brought may 19, 1969, sir.
>
> Q Is that the book requested of you under no. 3 of the request for subpoena?
>
> A Meron pang January. I forgot, January . . .
>
> Q Did you bring that with you?

A No, sir.

Q Why not?

A I cannot locate the book. This is the only book.

Q Will you please state if this is the register of marriage of marriage applications that your office maintains as required by the manual of the office of the Local Civil Registrar?

COURT

May I see that book and the portion marked by the witness.

x x x x

COURT

Why don't you ask her direct question whether marriage license 2880792 is the number issued by their office while with respect to license no. 2770792 the office of the Local Civil Registrar of San Juan is very definite about it it was never issued. Then ask him how about no. 2880792 if the same was ever issued by their office. Did you ask this 2887092, but you could not find the record? But for the moment you cannot locate the books? Which is which now, was this issued or not?

A The employee handling it is already retired, sir.[19]

Given the documentary and testimonial evidence to the effect that utmost efforts were not exerted to locate the logbook where Marriage License No. 2770792 may have been entered, the presumption of regularity of performance of official function by the Local Civil Registrar in issuing the certifications, is effectively rebutted.

According to Section 3(m),[20] Rule 131 of the Rules of Court, the presumption that official duty has been regularly performed is among the disputable presumptions.

In one case, it was held:

> A disputable presumption has been defined as a species of evidence that may be accepted and acted on where there is no other evidence to uphold the contention for which it stands, or one which may be overcome by other evidence. One such disputable/rebuttable presumption is that an official act or duty has been regularly performed. x x x.[21]

The presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty.[22]

The presumption of regularity of performance of official duty is disputable and can be overcome by other evidence as in the case at bar where the presumption has been effectively defeated by the tenor of the first and second certifications.

Moreover, the absence of the logbook is not conclusive proof of non-issuance of Marriage License No. 2770792. It can also mean, as we believed true in the case at bar, that the logbook just cannot be found. In the absence of showing of diligent efforts to search for the said logbook, we cannot easily accept that absence of the same also means non-existence or falsity of entries therein.

Finally, the rule is settled that every intendment of the law or fact leans toward the validity of the marriage, the indissolubility of the marriage bonds.[23] The courts look upon this presumption with great favor. It is not to be lightly repelled; on the contrary, the presumption is of great weight.[24]

The Court is mindful of the policy of the 1987 Constitution to protect and strengthen the family as the basic

autonomous social institution and marriage as the foundation of the family. Thus, any doubt should be resolved in favor of the validity of the marriage.[25]

The parties have comported themselves as husband and wife and lived together for several years producing two offsprings,[26] now adults themselves. It took Jaime several years before he filed the petition for declaration of nullity. Admittedly, he married another individual sometime in 1991.[27] We are not ready to reward petitioner by declaring the nullity of his marriage and give him his freedom and in the process allow him to profit from his own deceit and perfidy.[28]

Our Constitution is committed to the policy of strengthening the family as a basic social institution. Our family law is based on the policy that marriage is not a mere contract, but a social institution in which the State is vitally interested. The State can find no stronger anchor than on good, solid and happy families. The break-up of families weakens our social and moral fabric; hence, their preservation is not the concern of the family members alone.[29]

"The basis of human society throughout the civilized world is x x x marriage. Marriage in this jurisdiction is not only a civil contract, but it is a new relation, an institution in the maintenance of which the public is deeply interested. Consequently, every intendment of the law leans toward legalizing matrimony. Persons dwelling together in apparent matrimony are presumed, in the absence of any counterpresumption or evidence special to the case, to be in fact married. The reason is that such is the common order of society, and if the parties were not what they thus hold themselves out as being, they would be living in the constant violation of decency and of law. A presumption established by our Code of Civil Procedure is `that a man and a woman deporting themselves as husband and wife have entered into a lawful contract of marriage." Semper praesumitur pro matrimonio " Always presume marriage."[30]

This jurisprudential attitude towards marriage is based on the prima facie presumption that a man and a woman deporting themselves as husband and wife have entered into a lawful contract of marriage.[31]

By our failure to come to the succor of Jaime, we are not trifling with his emotion or deepest sentiments. As we have said in Carating-Siayngco v. Siayngco,[32] regrettably, there are situations like this one, where neither law nor society can provide the specific answers to every individual problem.

WHEREFORE, premises considered, the instant Petition is DENIED. The Decision of the Court of Appeals dated 20 December 2004 and the Resolution dated 6 April 2005 are AFFIRMED. Costs against the petitioner.

SO ORDERED.

Panganiban, C.J., (Chairman), Ynares-Santiago, Austria-Martinez, and Callejo, Sr.,, JJ., concur.

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[1] Docketed as CA-G.R. CV No. 74416, penned by Associate Justice Vicente S. E. Veloso with Associate Justices Roberto A. Barrios and Amelita G. Tolentino, concurring; Rollo, pp. 20-31.

[2] Rollo, p. 46. Penned by Judge Zeus C. Abrogar.

[3] Records, Vol. I, pp. 1-4.

[4] Id. at 5.

[5] Id. at 232.

[6] Rollo, pp. 47-50.

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[7] Id. at 50-52.

[8] Id. at 29-31.

[9] Id. at 80-81.

[10] 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.

[11] 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.

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

x x x x

(3) Those solemnized without a marriage license, save marriages of exceptional charater.

[13] G.R. No. 132529, 2 February 2001, 351 SCRA 127, 133-134.

[14] G.R. No. 103047, 2 September 1994, 236 SCRA 257, 262.

[15] Records, Vol. I, p. 103.

[16] Atty. Josa Ma. Abola, counsel for Jaime Sevilla testified before the trial court that in his letter requesting for the issuance of a certification, addressed to the Local Civil Registrar of San Juan, he mistakenly read the Marriage License No. as 2880792 instead of 2770792. (Records, Vol. II, pp. 725-726.)

[17] Id. at 228.

[18] Records, Vol. II, p. 888.

[19] Id. at 735-737.

[20] Rule 131. BURDEN OF PROOF AND PRESUMPTIONS

> x x x x
>
> SEC. 3. Disputable presumptions. - The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence;
>
> x x x x

(m) That official duty has been regularly performed;

[21] People v. De Guzman, G.R. No. 106025, 9 February 1994, 229 SCRA 795, 798-799.

[22] Mabsucang v. Judge Balgos, 446 Phil. 217, 224 (2003).

[23] Article 220 Civil Code, Bobis v. Bobis, 391 Phil. 648, 655 (2000).

[24] Ricardo J. Francisco, BASIC EVIDENCE (2[nd] ed., 1999), p. 77.

[25] Republic v. Quintero-Hamano, G.R. No. 149498, 20 May 2004, 428 SCRA 735, 740.

[26] Records, Vol. II, p. 413, TSN, 11 April 1996.

[27] Id. at p. 414.

[28] Ty v. Court of Appeals, 399 Phil. 647, 663 (2000).

[29] Tuason v. Court of Appeals, 326 Phil. 169, 180-181 (1996) cited in Ancheta v. Ancheta, G.R. No. 145370, 4 March 2004, 424 SCRA 725, 740.

[30] Vda. de Jacob v. Court of Appeals, 371 Phil. 693, 709 (1999).

[31] Id.

[32] G.R. No. 158896, 27 October 2004, 441 SCRA 422, 439.

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