

## JHONNA GUEVARRA ET AL., PETITIONER, VS. JAN BANACH, RESPONDENT.

*G.R. No. 214016. November 24, 2021*

Ponente: LEONEN, J.

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### LEONEN, J.:

A mere breach of a promise to marry is not an actionable wrong, as long as it is not of such extent as would palpably and unjustifiably contradict good customs.[1] In any case, the party seeking to recover damages must have acted in good faith.

This Court resolves a Petition for Review on Certiorari[2] assailing both the Decision[3] and Resolution[4] of the Court of Appeals, which reversed the Regional Trial Court Decision[5] finding Jhonna Guevarra (Guevarra) liable to Jan Banach (Banach) for damages arising from a breach of promise to marry.

Based on the Court of Appeals Resolution and other available records, Banach, a German citizen,[6] met Guevarra through a certain Pastor Jun Millamina.[7] He went on to court Guevarra, visiting her almost every day, giving her gifts, and eventually telling her that he intended to marry her.[8]

What Banach did not tell Guevarra, however, was that he had still been married to his third wife then. Instead, he told her that he was a divorced man. He also concealed his true identity and made Guevarra and her family believe that his name was Roger Brawner.[9]

Guevarra, who would confide in Banach her family problems, even including the chances of their family being evicted from their home,[10] eventually submitted to Banach's wooing as he offered her a better life. The two agreed to get married, and Banach sent Guevarra P500,000.00 to buy a lot for their conjugal home.[11]

Yet, when Guevarra found out about Banach's lies and deception, she broke up with him.[12]

The breakup prompted Banach to sue Guevarra and her parents for damages before the Regional Trial Court.[13] Banach anchored his cause of action on the human relations provisions in the Civil Code, particularly Articles 20, 21, and 22.[14] He alleged that Guevarra had repeatedly expressed her love and willingness to marry him so that he would send her money, only to break up with him after he had done so.[15] He claimed that these acts amounted to fraud, or at the very least, unjust enrichment.[16]

Banach likewise claimed moral damages for the alleged "moral suffering, anguish, anxiety[,] and sleepless nights" he suffered from Guevarra.[17] He also prayed for attorney's fees for having been constrained to litigate to protect his rights.[18]

On the other hand, Guevarra argued that the money Banach sent her "was a gift, the return of which [was] not actionable."[19]

The Regional Trial Court found Guevarra and her parents liable to Banach for actual damages. It also awarded moral damages and attorney's fees.[20]

On appeal, the Court of Appeals, in its January 29, 2007 Decision, similarly ordered Guevarra and her parents to return the P500,000.00 to Banach under the principle of unjust enrichment. However, it deleted the awards of moral damages and attorney's fees,[21] ruling that Banach's actions were tainted with fraud and deceit, and that he did not have the purest intentions in expressing his desire to marry Guevarra.[22]

The parties sought reconsideration of the Decision.

Banach claimed that he was entitled to moral damages and attorney's fees.[23] On the other hand, Guevarra, along with her parents, prayed that the Regional Trial Court's Decision be totally reversed in their favor. She maintained that the P500,000.00 was a gift given to her and, applying the law on natural obligations under Article 1423 of the Civil Code, the return of the money was not actionable.[24] She also faulted the Court of Appeals for not applying the doctrine on breach of promise to marry, which states that no such cause of action is recognized in our jurisdiction.[25]

In the July 14, 2014 Resolution,[26] the Court of Appeals denied the Motions for Reconsideration. It refused to award moral damages because Banach failed to prove that Guevarra acted with fraud or deceit; the timing of the breakup was understandable since it happened around the time that Guevarra learned of Banach's misrepresentation.[27] Accordingly, the Court of Appeals found no basis in the claim for attorney's fees.[28]

However, the Court of Appeals rejected Guevarra and her parents' theory that the law on natural obligations should apply. It found that since Banach sent Guevarra money for their plan to get married, it was only proper to order the reimbursement under the principle of unjust enrichment because no marriage ever materialized.[29]

Thus, Guevarra filed a Petition for Review on Certiorari[30] against Banach. Petitioner insists that either the law on natural obligations or the doctrine on breach of promise to marry is applicable.[31] Anchoring her claims on laws and doctrines that supposedly bar the return of the money, she insists that the P500,000.00 was a gift, the return of which is not actionable.[32]

For his part, respondent prefaces his Comment[33] by pointing out the Petition's technical deficiencies. He argues that the Petition fails to state the full names of the parties, as well as the material dates showing when the notice of judgment, final order, or resolution was received; when a motion for new trial or reconsideration, if any, was filed; and when a notice of denial was received. He also insists that the Petition did not contain a concise statement of the issues involved and her arguments supporting her Petition.[34] He claims that noncompliance with the requirements found under Rule 45 renders the Petition dismissible.[35]

On the substantive grounds, respondent maintains that there was no element of seduction, fraud, or deceit when he sent the money to petitioner, as respondent was in Germany and not in the Philippines at that time. Respondent claims that this even shows his sincere desire to marry petitioner, which would have materialized had it not been for petitioner's sudden change of heart.[36]

Respondent further refutes petitioner's allegation of ill intentions. He says that he openly courted petitioner in their home and in the presence of her parents; and that only after he had been accepted in the family did he have sexual intercourse with petitioner. Hence, he says that there could not have been moral seduction.[37]

Lastly, respondent repeats that while there can be no action for breach of promise to marry, his claim is anchored on the violation of the human relations provisions of the Civil Code on unjust enrichment.[38] Thus, he maintains that the order to return the P500,000.00 was proper.[39]

In her Reply,[40] petitioner, along with her parents, reiterates the argument that the P500,000.00 was given in consideration of the promise to marry, and the breach of such promise cannot give rise to a cause of action.[41]

The main issue in this case is whether or not the order to return the P500,000.00 is proper.

The Petition is granted.

First, a word on the procedural issue. The Rule 45 requirements on the contents of a petition for review on certiorari are not empty, technical niceties. The allegations are required primarily to aid this Court in rendering an intelligent decision on how the law applies to the facts of the case as established by the records. After all, our main duty when exercising judicial review is to resolve controversies and settle the rights of litigants.

That said, "what should guide judicial action is that a party is given the fullest opportunity to establish the merits of [their] action or defense rather than for [them] to lose life, honor, or property on mere technicalities." [42] In the end, a Rule 45 review lies within this Court's discretion. In the exercise of this discretion, we find that the allegations in the Petition, together with other available records, are sufficient, and we deem it best to settle this case on its merits.

The crux of the matter is whether there is legal basis to order the return of the P500,000.00 that respondent gave petitioner for their supposed conjugal home.

Under our laws, a breach of promise to marry is not actionable. This doctrine was first pronounced in *Hermosisima v. Court of Appeals*, [43] where this Court observed that the New Civil Code omitted the provisions in the Spanish Civil Code of 1889 that allowed actions for breach of promise to marry. *Hermosisima* treated the omission to mean that such breach is no longer recognized as an actionable wrong. This doctrine was reiterated in *Estopa v. Piansay* [44] and *Baksh v. Court of Appeals*. [45]

Nevertheless, in *Wassmer v. Velez*, [46] this Court allowed the recovery of damages as a result of a canceled marriage. In *Wassmer*, preparations for the wedding had already been made—a marriage license had been secured; wedding invitations printed and distributed; dresses for the bride, maid of honor, and flower girl purchased; bridal showers given and gifts received; the matrimonial bed bought, complete with accessories—only to have the wedding canceled just two days before its intended date.

*Wassmer* did not depart from the doctrine that a mere breach of promise to marry is not an actionable wrong. The award in *Wassmer* was not based on the breach of promise to marry, but on Article 21 of the New Civil Code. [47] *Wassmer* ruled that, while a breach of promise to marry was not actionable, walking out of a wedding two days prior, after all had been prepared, was quite different. The defendant's act was deemed "palpably and unjustifiably contrary to good customs," for which the award of damages was proper. [48] Indeed, "the extent to which acts not contrary to law may be perpetrated with impunity is not limitless[.]" as these acts are still subject to the human relations provisions of the New Civil Code. [49]

Now, respondent proposes the same theory in his attempt to recover the P500,000.00 he had given petitioner. He argues that petitioner's conduct was actionable, not because of her breach of promise to marry, but because of the law on unjust enrichment in the New Civil Code.

What respondent fails to consider, however, is that the human relations provisions in the New Civil Code presuppose that the party seeking damages must have acted in good faith. In *Wassmer*, this Court awarded damages because the party who sought damages—the bride-to-be—did not perpetrate lies, fraud, or deception, which would have barred recovery. This is the reason why the groom-to-be's conduct in *Wassmer* was considered unjust and contrary to good customs. Had the bride-to-be been in bad faith, the human relations provisions would not have applied.

This case is different. Here, petitioner called off the engagement after she had discovered respondent's lies and

deception. As the Court of Appeals found, respondent's actions were tainted with fraud and deceit; he did not have the purest intentions in marrying petitioner. He lied about his marital status, and even hid his true name from petitioner. These acts suffice to justify the wedding's cancellation. Finding out that one's betrothed is still married to another person, and that they are not who they say they are, are reasons enough to conclude bad faith.

Since respondent himself did not act in good faith, he cannot claim damages under the New Civil Code. The unjust enrichment principle under Article 22[50] only applies if the property is acquired without legal grounds. Here, respondent gave petitioner P500,000.00 as a gift to help her and her family with their possible eviction from their home. The money being a gift, petitioner is correct to say that she cannot be compelled to return the P500,000.00 given to her.

Reversing the doctrines in *Hermosisima* and *Wassmer* would have far-reaching implications on the fundamental rights enshrined in the Constitution. *Hermosisima* explains the public policy behind the doctrine on breaches of promise to marry:

The elimination of this Chapter is proposed. That breach of promise to marry is not actionable has been definitely decided in the case of *De Jesus vs. Syquia*. The history of breach of promise suit in the United States and in England has shown that no other action lends itself more readily to abuse by designing women and unscrupulous men. It is this experience which has led to the abolition of rights of action in the so-called Balm suit in many of the American States.

....

The Commission perhaps thought that it has followed the more progressive trend in legislation when it provided for breach of promise to marry suits. But it is clear that the creation of such causes of action at a time when so many States, in consequence of years of experience are doing away with them, may well prove to be a step in the wrong direction.[51] (Citations omitted)

Thus, removing the provisions allowing such cause of action to stand was seen as a measure to discourage litigation that had once been abused. This policy asserts that our civil courts are not the proper venues to adjudicate interpersonal matters.

Beyond this public policy, however, is the recognition that the right to marry is a fundamental human right. Marriage is a social institution that creates a permanent bond between individuals, and the law grants them rights and obligations unique to married couples. The choice of whether to marry-and necessarily, whom to marry-is a personal decision that a person makes for themselves. This individual choice must be made, as much as possible, completely free from any external pressures. After all, marriage can and will change a person's life.

Thus, choosing a person to marry is intimately connected to a person's autonomy. Any State interest in the institution of marriage must not lead to an unjustified intrusion into one's individual autonomy and human dignity.[52] It must only be done when public interest is imperiled.[53] It is not within the courts' competence to reach too far into intimate relations. Courts, through litigation, should not dictate on or even pressure a person into accepting a life of marriage with a person they reject. Courts must, as much as possible, refrain from meddling in these personal affairs.

The Constitution directs the State to "[value] the dignity of every human person and [guarantee] full respect for human rights." [54] Freedom of choice to associate or to identify forms part of one's dignity.[55] As much as the Family Code provides that the "nature, consequences, and incidents [of marriage] are governed by law and not subject to stipulation," [56] one's choice of intimate relations is also protected by the liberty [57] and human dignity [58] clauses of the Constitution.

An individual has the autonomy to choose whom to marry, or whether to marry at all. They must be free to make that choice without any fear of legal retribution or liability. The decision on whether to marry is one that should be freely chosen, without the pressures of a possible civil suit should a person realize that their intended partner is not right for them. We recognize instances when the breach of one's commitment in an intimate relationship is a consequence of their realization that marriage may not be the wisest path they could take given their circumstances.

For this reason, litigation to the sorrows caused by a broken heart and a broken promise must be discouraged.

WHEREFORE, the Petition is GRANTED. The award of actual damages worth P500,000.00 is DELETED.

**SO ORDERED.**

Carandang, Zalameda, Rosario, and Marquez, JJ., concur.

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[1] Wassmer v. Velez, 120 Phil. 1440, 1444 (1964) [Per J. Bengzon, J.P., First Division].

[2] Rollo, pp. 3-6.

[3] The Petition assails the Court of Appeals Decision, but no copy of the Decision is attached to the rollo. According to the Resolution, the Decision was promulgated on January 29, 2007.

[4] Rollo, pp. 7-12. The July 14, 2014 Resolution was penned by Associate Justice Edgardo L. Delos Santos (now a member of this Court), and concurred in by Associate Justices Marilyn B. Lagura-Yap and Jhosep Y. Lopez (now a member of this Court) of the Former Nineteenth Division of the Court of Appeals, Cebu City.

[5] Also not attached to the rollo.

[6] Rollo, p. 22.

[7] Id.

[8] Id. at 23.

[9] Id. at 7-8.

[10] Id. at 24.

[11] Id. at 24-25.

[12] Id. at 8.

[13] Id. at 22-31.

[14] Id. at 28.

[15] Id. at 8.

[16] Id.

[17] Id. at 28.

[18] Id. at 29.

[19] Id. at 9.

[20] Id. at 7.

[21] Id. at 7-9.

[22] Id. at 7.

[23] Id. at 8.

[24] Id. at 8-9.

[25] Id. at 9.

[26] Id. at 7-12.

[27] Id. at 10.

[28] Id.

[29] Id. at 11.

[30] Id. at 3-6.

[31] Id. at 4.

[32] Id. She cites the doctrine of breach of promise to many, the principle of in pari delicto, the law on human relations which allows compensation because of moral seduction, and natural law under Article 1423 of the Civil Code.

[33] Id. at 14-21.

[34] Id. at 16.

[35] Id.

[36] Id. at 19.

[37] Id.

[38] Id. at 19-20.

[39] Id. at 20.

[40] Id. at 34-37.

[41] Id. at 35.

[42] *Diamond Taxi v. Llamas, Jr.*, 729 Phil. 364, 380 (2014) [Per J. Brion, Second Division].

[43] 109 Phil. 629 (1960) [Per J. Concepcion, En Banc].

[44] 109 Phil. 640 (1960) [Per J. Bengzon, Second Division].

[45] 292 Phil. 113 (1993) [Per J. Davide, Jr., Third Division].

[46] 120 Phil. 1440 (1964) [Per J. J.P. Bengzon, First Division].

[47] CIVIL CODE, art. 21 states:

Article 21. Any person who wilfully causes loss or injury to another in manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage.

[48] *Wassmer v. Velez*, 120 Phil. 1440, 1444 (1964) [Per J. Bengzon, J.P., First Division].

[49] *Id.* at 1443.

[50] CIVIL CODE, art. 22 states:

Article 22. Every person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him.

[51] *Hermosisima v. Court of Appeals*, 109 Phil. 629, 633 (1960) [Per J. Concepcion, En Banc].

[52] J. Leonen, Dissenting Opinion in *Mallilin v. Jamesolamin*, 754 Phil. 158, 203 (2015) [Per J. Mendoza, Second Division].

[53] See *Tan-Andal v. Andal*, G.R. No. 196359, May 11, 2021, <<https://sc.judiciary.gov.ph/20821/>> [Per J. Leonen, En Banc].

[54] CONST., art. II, sec. 11.

[55] J. Leonen, Dissenting Opinion in *Mallilin v. Jamesolamin*, 754 Phil. 158, 203 (2015) [Per J. Mendoza, Second Division].

[56] FAMILY CODE, art. I.

[57] CONST., art. III, sec. 1.

[58] CONST., art. II, sec. 11.

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