

ESTELA COSTUNA, PETITIONER, VS. LAUREANA DOMONDON, THE HON. PRESIDING JUDGE, REGIONAL TRIAL COURT, BRANCH XCVIII, QUEZON CITY, THE HON. PRESIDING JUSTICES OF THE COURT OF APPEAL...*G.R. No. 82753. December 19, 1989*

Ponente: SARMIENTO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-82753/>**SARMIENTO, J.:**

The reversal and setting aside of the decision* of the Court of Appeals' Thirteenth Division, in CA-G.R. CV No. 10948, entitled Laureana Domondon, plaintiff-appellee, vs. Estela Costuna, defendant-appellant, promulgated on March 28, 1988, affirming the decision** of the Regional Trial Court, Branch XCVIII, Quezon City, dated November 22, 1984, are sought by the petitioner in this petition for review on certiorari.

Culled from the records, the facts are as follows:

The spouses Amadeo and Estela Costuna (hereinafter referred to as Amadeo and the petitioner, respectively) during their marriage acquired three parcels of land with an aggregate area of 599 square meters, more or less, and covered by Transfer Certificates of Title Nos. 1235, 18118, and 24365, all of which lots are located in San Francisco del Monte, Quezon City, and registered in the name of Amadeo Costuna.

On November 8, 1976, Amadeo executed his last will and testament. He was then 68 years old. Following the execution of the last will and testament aforesaid, the spouses were beset with marital problems.

Sometime in November, 1977, Amadeo sustained third degree burns on his legs for which he was treated at various hospitals, such as the Bonifacio Maternity Clinic and the Bago-Bantay General Hospital, on different dates. While already ill, or on April 17, 1977, relatives of Amadeo requested that he be brought to Samar as there were documents that needed his signature pertaining to his Samar properties. Since then, Amadeo was never returned to the petitioner and stayed with his sister. Thus, a feud ensued among Amadeo's relatives (sister Zosima Barada, nephews, and nieces) and the petitioner over his custody prompting the latter to institute a petition for habeas corpus on June 18, 1978, before the then Court of First Instance of Quezon City, docketed as Special Proceedings No. 25601. Five days later, or on June 23, 1978, Amadeo filed an action for partition before the then Juvenile Domestic and Relations Court, docketed as Case No. Q-25545. Failing to get the petitioner's consent to the desired partition notwithstanding repeated demands therefor, Amadeo was constrained to execute a deed of sale, on July 10, 1978, over the one-half (1/2) undetermined portion of the conjugal property, without his wife's consent, in favor of Laureana Domondon (hereinafter referred to as the respondent). The death of Amadeo on November 5, 1978, however, rendered the aforesaid cases moot and academic.

With Amadeo's death, Special Proceedings No. Q-26351 was instituted by his widow (petitioner) with the then Court of First Instance of Rizal, Quezon City, Branch LVIII. Claiming pro indiviso one-half (1/2) share over the earlier mentioned three lots by virtue of the deed of sale executed in her favor by Amadeo on July 10, 1978, the

respondent opposed the allowance of the will. For lack of jurisdiction, no ruling was however made on her claim, but the probate court decreed the allowance of the last will and testament and ordered the issuance of Letters of Administration (should correctly be letters testamentary) in favor of petitioner in a decision rendered on December 29, 1981.[1]

Consequently, an action to compel the petitioner to give her conformity to the deed of sale executed by her husband in favor of the respondent was instituted by the latter in the Regional Trial Court of Quezon City, Branch XCVIII, docketed as Q-34527, which court, making the following disquisition:

On the confronting issue of whether or not the defendant can be compelled to signify her conformity in the deed of sale, it is the considered opinion of the court that weighing their respective evidence and the end line of arguments of the parties in view of the peculiar circumstances attendant to the case that the refusal of the defendant to give consent to the sale of what rightly belongs to her husband was unreasonable. Consequently, the court believes and so holds that defendant can be compelled to grant the same consistent with the last provision of Article 166 of the New Civil Code whichever one-half (1/2) portion of the whole estate she may choose from the survey plan of the project of partition (Exh. 28, Q-25601) shall be segregated.

As can be gathered from the records, the present case presupposes a situation where the husband disposed of his legitimate share one-half (1/2) of the conjugal property so that his pressing financial needs for medical and hospitalization expenses could be met. The defendant appears to have been accorded all the formalities required of the marital companionship in securing her consent but none of the representations were heeded. The fact that letters (Exh. E, Q-34527; Exh. 28, Q-25601) for a proposed partition and seeking of conformity for her to stamp approval of the deed of sale were never denied since this was confirmed by the records of the proceedings (t.s.n. July 28, 1978, pp. 19-20, Q-25601). While it is argued that this has been done upon the prodding of other interested parties, nowhere has it been shown that the defendant ever reacted when she acknowledged the subject letters. The contents of said letters were significant since the proposed partition and/or conveyance of the husband's one-half share means life and death to the latter. To the husband's mind, this so far is the only remaining alternative to keep him alive. There is a wife who is so near yet so far and while there are relatives who are willing to help, they themselves are similarly poor and impoverished. In the case of "Baello vs. Villanueva," 54 Phil. 213, the Court held that "For as conjugal properties belong equally to husband and wife, any alienation by the husband without the consent of his wife prejudices her in so far as it includes a part or whole of the wife's half and is to that extent invalid." This decision of the court fortifies the relative significance of Article 900 of the Civil Code providing that if the only survivor is the widow or widower, she or he shall be entitled to one-half of the hereditary estate of the deceased spouse, and the testator may freely dispose of the other half. The aforesaid decision sustains the belief of the court that the disposition or alienation of the conjugal property is not valid only to the extent of prejudicing the wife's one-half share of the realty and with respect to his own one-half share, the disposition has been done in its right perspective. In the present situation, consent to alienate his one-half (1/2) share of the conjugal property has been sought and this was manifested in plaintiff's letters (Exh. E, Q-34527 and Exh. 28, Q-25601) and defendant's refusal was never justified. To the mind of the court, the defendant's failure to give the rationale of her refusal to act on a situation that demands the propriety of a reply is unreasonable in the concept of Article 166 and therefore, the court may compel her to grant the same.[2]

decided in favor of plaintiff Laureana Domondon and ordered the defendant Estela Costuna to affix her signature on the deed of sale.

Aggrieved by the decision of the trial court, Estela Costuna appealed to the Court of Appeals, which appeal was docketed as CA-G.R. CV No. 10948. In disposing the issue as to the validity of the sale, the Court of Appeals stated thus:

The third assignment of error is primarily based on the allegation that no sale of conjugal properties by the

husband may be validly made without the consent of the wife. Appellant cited Articles 166 and 167 of the New Civil Code which provide, viz:

"Art. 166. Unless the wife has been declared a non compos mentis or a spendthrift, or is under civil interdiction or is confined in leprosarium, the husband cannot alienate or encumber any real property of the conjugal partnership without the wife's consent. If she refuses unreasonably to give her consent, the court may compel her to grant the same.

"This article shall not apply to property acquired by the conjugal partnership before the effective date of this Code. (1413a).

"Art. 167. In case of abuse of powers of administration of the conjugal partnership property by the husband, the courts, on petition of the wife, may provide for a receivership, or administration by the wife, or separation of property. (n)."

The general rule is, the husband may not validly sell real estates belonging to the conjugal partnership without the wife's consent. However, this rule accepts exceptions, wherein the husband may sell the real properties owned by the conjugal partnership even without the consent of the wife: 1) sale of personal properties; 2) real properties acquired before the effectivity of the New Civil Code; 3) real properties acquired after effectivity of the New Civil Code if wife is confined in a leprosarium, declared non compos mentis or spendthrift, or under civil interdiction; 4) if the purpose is to pay conjugal liabilities (Article 161); 5) if the purpose is to secure the future of their children or finishing a career (Art. 162); and 6) moderate gift for charity (Art. 174).

The sale by Amadeo of one-half (1/2) of each of the conjugal properties to Domondon was allegedly for the purpose of paying the husband's hospital expenses in order that he would get well. In a decided case, it was held that while the marriage and the legal conjugal partnership subsists, the support of the wife, conversely, of the husband, is a charge upon the partnership. (*Sumulong v. Cembrano*, 51 Phil. 719). The partnership is not relieved of this obligation by the mere fact that the spouses do not live under the same roof (*Ibid.*). The amounts advanced by third persons for the subsistence of the wife (or husband) are chargeable against the property of the conjugal partnership (*Sochayseng v. Trijillo*, 31 Phil. 153; *Galang v. CA*, 103 SCRA 90).

Estela Costuna never rebutted the appellee's assertion that the proceeds of the sale were utilized for the hospitalization and medication of Amadeo. Whether her refusal to support her ailing and aging husband was because of her outright refusal to do so or her financial incapability to give, does not matter. It was sufficient that Amadeo had no other recourse but to sell his share in the conjugal property.

Article 171 of the New Civil Code provides that "the husband may dispose of the conjugal partnership property for purposes specified in Articles 161 and 162". This means that the husband may alienate the conjugal properties even without the consent of the wife if the proceeds thereof will be utilized for those provided under Articles 161 and 162.

In the case at bar, the applicable provision is paragraph (1) of Article 161 which provides:

"(1) All debts and obligations contracted by the husband for the benefit of the conjugal partnership, and those contracted by the wife, also for the same purpose, in the cases where she may legally bind the partnership;"

The support of either spouses (sic) is definitely for the benefit of the conjugal partnership. For if either of them is physically ill, the conjugal partnership likewise suffers.

Considering the above reasons, We are predisposed to decree that the sale of one-half of the conjugal properties made by the husband for his hospitalization and medical purposes was valid.

Lastly, Estela Costuna alleged that the sale was void because it was merely simulated and in fact the consideration thereof was not given.

After a careful and thorough perusal of the transcript of stenographic notes and the evidence presented therein, We find that the consideration was paid and indeed utilized for the hospitalization and medication of Amadeo Costuna. Appellant's allegation is conjectural. She failed to prove her assertions. The documentary evidence on record showed that the consideration was received and utilized for the purpose alleged in the deed of sale.

WHEREFORE, premises considered, the decision appealed from is hereby **AFFIRMED** with costs against appellant.[3]

In view of the decision of the Court of Appeals, the petitioner filed the present petition.

In her petition, the petitioner faults the Court of Appeals in deciding a question of substance not in accordance with the applicable law (Articles 166 and 167) of the new Civil Code and jurisprudence.[4]

The central issue is the validity or nullity of the deed of sale executed by Amadeo in favor of the respondent over his one-half (1/2) aliquot share in the conjugal partnership without the consent of his wife. The ancillary issue is whether or not the conjugal partnership should be made liable for the payment of the hospital and medical expenses of Amadeo who allegedly abandoned the conjugal home and his wife.

The petitioner submits that the deed of sale executed by Amadeo in favor of private respondent over his undetermined one-half (1/2) share in the conjugal partnership is spurious and simulated, hence invalid. Firstly, the element of consent (her consent) is wanting. Secondly, the alleged sale was not a voluntary act of Amadeo but was orchestrated by the persons who were desirous of depriving her of her inheritance which fact is bolstered by the following: a) at the time of the execution of the deed of sale, Amadeo was 81 years old and gravely ill; b) while the deed of sale was signed by Amadeo, his signature was illegible; c) the probability that he was unconscious at the time that he signed the document and that somebody may have guided his hand is not remote; d) the absence of the signature of both parties in the acknowledgement portion of the deed, and e) the variance between the dates appearing in the deed itself and the acknowledgement; thirdly, because of want of consideration. Not only is the supposed buyer financially incapable to pay the purchase price, there is also the uncertainty of the amount actually paid. The petitioner maintains that Amadeo's hospital and medical expenses should not be chargeable against the conjugal partnership as Amadeo by his own free will deserted and abandoned her and their conjugal home when he opted to live with his relatives. She claims that never was she remiss in her duties to her husband. She asserts that her husband's relatives held him (husband) in "captivity" making it impossible for her to give him the care, attention, and love that he most needed. Nonetheless, she avers that all efforts were exerted by her, to regain custody of her husband but in vain. In fact, as a last ditch effort, she filed habeas corpus proceedings which case was unfortunately rendered moot and academic by the death of Amadeo on November 5, 1979. She claims to have shouldered the funeral bills and other miscellaneous expenses of Amadeo as the relatives suddenly abandoned him. Finally, she theorizes that Art. 161 of the new Civil Code does not include illness or old age of one or both of the spouses as among the expenses for which the conjugal partnership may be held liable and that the case of *Sumulong vs. Cembrano*[5] is not applicable to the case at bar because here Amadeo abandoned her and the conjugal home.

The private respondent on the other hand naturally supports the common ruling of the trial court and the Court of Appeals that the deed of sale is valid, notwithstanding the absence of consent, because the disposition of the one-half (1/2) undivided portion of the conjugal partnership properties was intended to generate funds to cover Amadeo's hospital and medical expenses. She argues that the disposition of one half (1/2) of the conjugal estate should be effected by either one of the spouses without the consent and conformity of the other for as long as what belongs to the other by such act would not suffer or be prejudiced. She submits that if consent is wanting, it was not Amadeo's fault as it can not be denied that the petitioner's consent, first to the intended partition and later

to the sale, was repeatedly sought by Amadeo, as required by law and out of marital courtesy, but the petitioner tenaciously withheld her consent. She asserts that the petitioner's refusal was not only unreasonable, unjustified, but above all, cruel, for Amadeo was asking for his legitimate share not to squander but to enable him to settle his hospital bills and defray the cost of his medication. The private respondent theorizes that the petitioner in turning her back and denying her husband the moral and financial assistance at the time when most needed and her refusal to stamp her approval on the deed of sale are devoid of cogent reason. She asserts that no other motive could be attributed to the petitioner but her selfishness and cupidity thinking that perhaps she could own all the conjugal partnership properties upon her husband's death, they having no children. She contends that the Court of Appeals did not err when it applied the provisions of Art. 161 of the Civil Code because the payment of the hospital and medical expenses no doubt redounded to the benefit of the conjugal partnership. She maintains that there is here no case of abandonment. That while it is true that Amadeo left the conjugal home, the reason for his leaving was his desire for survival.

There is no denying that Amadeo sought the petitioner's consent to the deed of sale which consent was adamantly withheld by the petitioner. As may be gleaned from the records, her refusal stemmed from her belief that the deed of sale was executed in fraud of her, yet she did not do anything to impugn the said deed notwithstanding that the right is vested on her by law.[6] She assailed for the first time the validity of the sale only when Civil Case No. Q-34527 was instituted by the respondent in the Regional Trial Court of Quezon City, to compel her to give her consent.

Notably, what was sold by Amadeo without the petitioner's consent was only an undetermined one-half (1/2) share in the community properties. He left intact that other undetermined 1/2 share which should belong to the petitioner. And the reason for the sale was, as correctly found by the trial court and Court of Appeals, for Amadeo's hospitalization and medication. It was therefore Amadeo's understandable human spirit to live longer that induced him to execute the deed of sale without the consent of the petitioner.

We concede that the consent of the petitioner is essential for the validity of the sale, but, in this case, where consent was unreasonably withheld, we are constrained to relax the application of the law and consider the sale as falling within the recognized exceptions. The Court can not overlook the vital fact that Amadeo executed a last will and testament designating the petitioner as his sole heir. In this connection, we find merit in the respondent's assertion that no other motive could be attributed to the petitioner but her greed.

The question of whether or not Amadeo's hospital and medical expenses are chargeable to the conjugal partnership is answered in the affirmative and finds firm support in Art. 161 of the Civil Code, which provides *inter alia*:

The conjugal partnership shall be liable for: (1) all debts and obligations contracted by the husband for the benefit of the conjugal partnership, and those contracted by the wife, also for the same purpose, in the cases where she may legally bind the partnership.

The benefit required by this article need not be quantified into pesos or square meters of real property. It is enough that the transaction would result to some discernible advantage or good to the conjugal partnership, directly or indirectly. Thus, the health and well-being of both or either of the spouses would undeniably redound to the benefit of their conjugal partnership. The advancement of the interests of the conjugal partnership depends in great measure on the soundness of the body and mind of the partners.

Considering all the foregoing, we hold that the conjugal partnership property is liable for the hospital and medical expenses of Amadeo.

There is in this case no convincing reason to disturb the findings of fact of the Court of Appeals which are

generally binding on this Court.

WHEREFORE, the petition is hereby DENIED, and the decision of the Court of Appeals is AFFIRMED in toto. With costs against the petitioner.

SO ORDERED.

Melencio-Herrera, (Chairman), Paras, Padilla, and Regalado, JJ., concur.

* Penned by Chua, Segundino G., J., Purisima, Fidel P. and Lapeña, Jr., Nicolas P., JJ., concurring.

** Rendered by the Honorable Remigio E. Zari.

[1] Decision-CFI, Rizal, Quezon City, Br. LVIII, SP-26351, Ernani Cruz Paño, District Judge; rollo, 71-73.

[2] Decision, RTC, Quezon City, Br. XCVIII, rendered by the Hon. Remigio Z. Zari dated Nov. 22, 1984; rollo, 65-70.

[3] Rollo, 58-64.

[4] Amended petition, rollo, 85.

[5] 51 Phil. 719.

[6] Article 173, Civil Code, provides:

ART. 173. The wife may, during the marriage, and within ten years from the transaction questioned, ask the courts for the annulment of any contract of the husband entered into without her consent, when such consent is required, or any act or contract of the husband which tends to defraud her or impair her interest in the conjugal partnership property. Should the wife fail to exercise this right, she or her heirs, after the dissolution of the marriage, may demand the value of property fraudulently alienated by the husband.

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.