



Republic of the Philippines
Supreme Court
 Manila

THIRD DIVISION

ROSARIO D. ADO-AN- G.R. No. 247576
MORIMOTO,
 Petitioner, Present:

-versus-

LEONEN, *J.*, Chairperson,
 HERNANDO,
 INTING,
 DELOS SANTOS, and
 LOPEZ, *J.*, *JJ.*

YOSHIO MORIMOTO and the
REPUBLIC OF THE
PHILIPPINES,
 Respondents.

Promulgated:
March 15, 2021
Mis-DC Bato

X-----X

DECISION

LEONEN, *J.*:

A simulated marriage used as a front for illicitly obtaining benefits is totally inexistent, as the parties to it have no genuine intent to enter into marital relations. Courts must recognize such a marriage as void. To insist on its validity is to enable a greater affront to the institution of marriage than the perceived dangerous tendency of readily declaring it null.

This Court resolves a Petition for Review on Certiorari¹ under Rule 45 of the 1997 Rules of Civil Procedure praying that the assailed Court of Appeals Decision² and Resolution³ be reversed and set aside, and that

¹ *Rollo*, pp. 3–10.

² *Id.* at 16–24. The October 10, 2018 Decision in CA-G.R. CV No. 108043 was penned by Associate Justice Ramon M. Bato, Jr., and concurred in by Associate Justices Ramon A. Cruz and Gabriel T. Robeniol of the Special Ninth Division of the Court of Appeals, Manila.

³ *Id.* at 25–26. The April 25, 2019 Resolution was penned by Associate Justice Ramon M. Bato, Jr., and

judgment be rendered declaring petitioner Rosario D. Ado-an-Morimoto's (Rosario) registered marriage to respondent Yoshio Morimoto (Yoshio) be declared null and void.

The assailed Court of Appeals Decision denied⁴ Rosario's appeal from the January 7, 2016 Regional Trial Court Decision,⁵ which denied her Petition for Declaration of Nullity of Marriage. Subsequently, the assailed Court of Appeals Resolution denied Rosario's Motion for Reconsideration.⁶

Rosario recalls that sometime before December 2007, a friend introduced her to Yoshio as one with whom she can simulate marriage as a way to facilitate her acquisition of a Japanese visa.⁷ She acceded. Thus, on December 5, 2007, she and Yoshio met at the Manila City Hall. There, they signed a blank marriage certificate, but were assured by the solemnizing officer that the certificate will never be registered or recorded in the Civil Registry. It was the last time she saw Yoshio.⁸

Sometime later, Rosario went to the Philippine Statistics Authority to secure a Certificate of No Marriage. To her surprise, she found out that a Certificate of Marriage, registered in the City of San Juan, indicates that she married Yoshio on December 5, 2007, in a ceremony officiated by a certain Reverend Roberto Espiritu. It also appears that the marriage was predicated on Marriage License No. 6120159, issued by the Office of the Civil Registry of San Juan.⁹

On October 5, 2009, Rosario filed a Petition for Declaration of Nullity of Marriage before the Quezon City Regional Trial Court. She maintained that the marriage attested to by the marriage certificate she discovered never actually happened and was never backed by a marriage license.¹⁰

On September 21, 2011, prior to trial, the Assistant City Prosecutor issued a Report stating that there is no collusion between Rosario and Yoshio to obtain a favorable ruling from the Regional Trial Court.¹¹

During trial, Rosario presented the following documents as evidence:
(1) the Certificate of Marriage attesting to her supposed marriage to

concurrent in by Associate Justices Ramon A. Cruz and Gabriel T. Robeniol, of the Former Special Ninth Division, Court of Appeals, Manila.

⁴ Id. at 24.

⁵ Id. at 27–32. The Decision in Civil Case No. Q-09-65737 was penned by Judge Jose L. Bautista, Jr. of the Regional Trial Court of Quezon City, Branch 107.

⁶ Id. at 25.

⁷ Id. at 28.

⁸ Id. at 17 and 28.

⁹ Id.

¹⁰ Id. at 16.

¹¹ Id. at 18.

Yoshio;¹² (2) a June 17, 2008 Certification issued by the Office of the Civil Registrar, National Statistics Office, to the effect that “said office mistakenly [stated] that a marriage was solemnized between [Rosario and Yoshio];”¹³ and (3) a June 4, 2009 Certificate issued by the Office of the Civil Registrar, San Juan City, which states that “no record of Marriage License No. 6120159 was issued the parties[.]”¹⁴ She also presented the testimony of Mary Ann C. Chico, Registration Officer III of the Office of the Civil Registrar, San Juan City, who authenticated the June 4, 2009 Certificate issued by the office.¹⁵

On January 7, 2016, the Regional Trial Court issued a Decision¹⁶ denying Rosario’s Petition.

Following the denial of her Motion for Reconsideration,¹⁷ Rosario filed an appeal before the Court of Appeals.

In its assailed October 10, 2018 Decision,¹⁸ the Court of Appeals denied Rosario’s appeal. In its assailed April 25, 2019 Resolution,¹⁹ the Court of Appeals denied Rosario’s Motion for Reconsideration.

Hence, Rosario filed the present Petition.²⁰ She maintains that the marriage attested to by the marriage certificate she discovered never actually happened, and that it was never backed by a marriage license.

For this Court’s resolution is the issue of whether or not the registered marriage between petitioner Rosario D. Ado-an-Morimoto and respondent Yoshio Morimoto should be declared null and void.

This Court finds the supposed marriage between petitioner and respondent Yoshio to have been simulated and utterly lacking in essential and formal requisites. It is void *ab initio*. Thus, it was error for the Court of Appeals and the Regional Trial Court to rule against the Petition for Declaration of Nullity of Marriage.

I

The Family Code provides for the essential and formal requisites of

¹² Id.

¹³ Id.

¹⁴ Id.

¹⁵ Id. at 19.

¹⁶ Id. at 27–32. Through Judge Jose L. Bautista, Jr.

¹⁷ Id. at 33–34.

¹⁸ Id. at 16–24.

¹⁹ Id. at 25–26.

²⁰ Id. at 3–10.

marriage. It further stipulates that marriages lacking any essential or formal requisite are void *ab initio* (with the exception of marriages “solemnized by any person not legally authorized to perform marriages [where] either or both parties believ[ed] in good faith that the solemnizing officer had the legal authority to do so”²¹), that marriages attended by a defective essential requisite are voidable, and that marriages attended by an irregularity as to formal requisites are valid, subject to the potential criminal, civil, or administrative liability of those responsible for the irregularity:

ARTICLE 2. No marriage shall be valid, unless these essential requisites are present:

- (1) Legal capacity of the contracting parties who must be a male and a female; and
- (2) Consent freely given in the presence of the solemnizing officer.

ARTICLE 3. The formal requisites of marriage are:

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

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

A defect in any of the essential requisites shall render the marriage voidable as provided in Article 45.

An irregularity in the formal requisites shall not affect the validity of the marriage but the party or parties responsible for the irregularity shall be civilly, criminally and administratively liable.²²

II

As a special contract,²³ consent is, by definition, indispensable to marriage. Accordingly, the Family Code stipulates the second essential requisite of marriage to be “[c]onsent freely given in the presence of the solemnizing officer.”²⁴

²¹ FAMILY CODE, art. 35 (2).

²² FAMILY CODE, arts. 2–4.

²³ FAMILY CODE, art. 1:

ARTICLE 1. Marriage is a special contract of permanent union between a man and a woman entered into in accordance with law for the establishment of conjugal and family life. It is the foundation of the family and an inviolable social institution whose nature, consequences, and incidents are governed by law and not subject to stipulation, except that marriage settlements may fix the property relations during the marriage within the limits provided by this Code.

²⁴ FAMILY CODE, art. 2.

It is vital to distinguish the authentic, underlying consent of the parties from the external manifestation of such consent during a marriage ceremony. Jurisprudence therefore recognizes that, when there is no *bona fide* intention of becoming a spouse to another, a marriage is void for want of consent even when marriage ceremonies have been conducted and, there, the parties declared their intent to enter into married life.

In *People v. Santiago*,²⁵ defendant-appellant Felipe Santiago (Santiago) raped his niece, Felicita Masilang (Masilang), and married her in a wedding ceremony solemnized by a church minister. This Court considered the marriage “void for lack of essential consent”²⁶ on the part of either party. Explaining that Santiago had no *bona fide* intention of taking Masilang as his wife, this Court noted that “the marriage ceremony was a mere ruse by which [Santiago] hoped to escape from the criminal consequences of his act.”²⁷ It added that “the ceremony cannot be considered binding on [Masilang] because of duress.”²⁸ Moreover, this Court noted that the “manner in which [Santiago] dealt with [Masilang] after the marriage, as well as before,”²⁹ belied intent to marry and cohabit.

This case is worse than *Santiago*, as there is not even a marriage ceremony to speak of.

Petitioner categorically declared that her marriage with respondent Yoshio was totally simulated, made for the sole purpose of their ostensible marital relations being used as an artifice to bolster her chances of obtaining a Japanese visa. One might be tempted to dismiss this as a self-serving allegation, made only to obtain a declaration of nullity of marriage. However, to the contrary, this Court finds petitioner’s declarations of having participated in a duplicitous design to be worthy of even greater credence, as an admission against interest.

*BP Oil and Chemicals International Philippines, Inc. v. Total Distribution and Logistics Systems, Inc.*³⁰ discussed the admissibility of and evidentiary weight attached to admissions against interest:

Admissions against interest are those made by a party to a litigation or by one in privity with or identified in legal interest with such party, and are admissible whether or not the declarant is available as a witness. An admission against interest is the best evidence that affords the greatest certainty of the facts in dispute, based on the presumption that no man would declare anything against himself unless such declaration is true. It is fair to presume that the declaration corresponds with the truth, and it is

²⁵ 51 Phil. 68 (1927) [Per J. Street, En Banc].

²⁶ Id. at 70.

²⁷ Id.

²⁸ Id.

²⁹ Id.

³⁰ 805 Phil. 244 (2017) [Per J. Peralta, Second Division].

his fault if it does not.³¹ (Citations omitted)

Petitioner's declarations run counter to her interest. Her admission of simulating marriage by signing a blank marriage certificate when no marriage ceremony actually took place, and when she and respondent Yoshio had absolutely no intent to marry, endangered her with the possibility of being held liable for falsification.

Indeed, among the incidents in *Go-Bangayan v. Bangayan, Jr.*,³² was how respondent Benjamin Bangayan, Jr.'s (Benjamin) estranged partner, petitioner Sally Go-Bangayan (Sally), initiated criminal actions against Benjamin for bigamy and falsification. These charges were premised on how she, and Benjamin, who had previously been married to Azucena Alegre, "signed a purported marriage contract" with an assurance "that the marriage contract would not be registered."³³ The simulation of marriage was conceded to have been for the sole purpose of appeasing her father, who was against their relationship.³⁴

Similarly, in *Quinsay v. Avellaneda*,³⁵ respondent Jay C. Avellaneda (Avellaneda), who served as a utility worker at a Regional Trial Court,³⁶ was shown to have simulated a marriage to facilitate his illicit availing of benefits. Specifically, to enable the processing of a PhilHealth claim, he used a faked marriage contract "to one Veronica Gloria[,] which showed that it was solemnized by a Judge Adelaida G. Mendoza of [Regional Trial Court]-San Fernando City on January 28, 1999."³⁷ As proof that no such marriage happened, it was noted that:

No Judge by the name of Adelaida G. Mendoza has ever been assigned/appointed in the Regional Trial Court of San Fernando, Pampanga, hence, no marriage could have been solemnized by one such Judge...; a verification of ... collection/filing fee books and official receipts issued for the month of January 1999 reveal [that] no marriage fee was paid under date of January 28, 1999 for the solemnization of the marriage between Jay Avellaneda and Veronica Gloria; also, a verification from the Local Civil Registrar of the City of San Fernando (P) disclosed that their office has no record of marriage between Jay Avellaneda and Veronica Gloria[.]³⁸

Ruling on Avellaneda's liability, this Court noted that "[u]ndoubtedly, [Avellaneda] committed dishonesty and falsification of an official document, classified as grave offenses under the Uniform Rules on Administrative

³¹ Id. at 260–261.

³² 713 Phil. 502 (2013) [Per J. Carpio, Second Division].

³³ Id. at 506.

³⁴ Id.

³⁵ 507 Phil. 417 (2005) [Per J. Carpio Morales, Third Division].

³⁶ Id.

³⁷ Id. at 418.

³⁸ Id. at 418–419.

Cases in the Civil Service.”³⁹ Commensurate administrative penalties should then have been meted on Avellaneda, except that his specific liability *vis-à-vis* that Complaint had been rendered moot by his prior dismissal from the service through a September 29, 2004 Resolution. The latter had also already meted on him the accessory penalties of forfeiture of benefits and disqualification from holding public office.⁴⁰

Equally notable is *Pomperada v. Jochico*.⁴¹ This involved an aspiring lawyer who was shown to have cajoled the complainant into signing a marriage contract, and ultimately faking a marriage, as follows:

Respondent had complainant sign a prepared marriage contract and when complainant inquired whether it was necessary for them to appear before the officiating judge, respondent informed her that it was not necessary because the judge knew personally both complainant and respondent, and respondent assured complainant that he would just take care of the signing of the marriage contract by Judge Felino Garcia of the City Court of Bacolod; later respondent gave complainant a copy of the marriage contract which appeared to have been signed already by Judge Garcia; a verification, however, revealed that the marriage between complainant and respondent was not registered in the Local Civil Registrar's Office and in a further confrontation with Judge Felino Garcia the latter denied having signed the marriage contract . . . and denied as his own the signature which purports to be the signature of Judge Felino Garcia in the marriage contract[.]⁴²

Respondent Benjamin P. Jochico (Jochico) would later claim that the marriage arose merely out of “a game concocted during the celebration of complainant's birthday. . . to enliven the complainant's birthday party.”⁴³ This Court was unimpressed with Jochico's defense, and found that it only further incriminated him as having “fail[ed] to meet the standard of moral fitness for membership in the legal profession. . . [for he] had made a mockery of marriage, a basic social institution, which public policy cherishes and protects[.]”⁴⁴ Ultimately, this Court barred Jochico from taking his oath as a member of the Bar and from signing the Roll of Attorneys. This was in addition to this Court's instruction for the “fil[ing] with the City Fiscal of Bacolod City the appropriate complaints for Falsification of Public Document and Perjury.”⁴⁵

These references to *Go-Bangayan*, *Quinsay*, and *Pomperada* are not meant to make conclusions on petitioner's ultimate liability. Nevertheless, *Go-Bangayan*, *Quinsay*, and *Pomperada* starkly illustrate the jeopardy that petitioner was courting by making her admission. Thus, consistent with the

³⁹ Id. at 423.

⁴⁰ Id. at 422.

⁴¹ 218 Phil. 289 (1984) [Per J. Melencio-Herrera, En Banc].

⁴² Id. at 291.

⁴³ Id.

⁴⁴ Id. at 296–297.

⁴⁵ Id. at 297.

standards settled in jurisprudence on the appreciation of admissions against interest, this Court takes petitioner's assertions to be corresponding with the truth, or otherwise "afford[ing] the greatest certainty of the facts in dispute."⁴⁶ They are convincing proof that no marriage between her and respondent Yoshio ever took place.

In any case, petitioner's assertions do not stand by their lonesome. They are bolstered by the Assistant City Prosecutor's Report indicating that there is no collusion between petitioner and respondent Yoshio to obtain a favorable ruling from the Regional Trial Court.⁴⁷ This works to thwart any claim that respondent Yoshio's not having directly contradicted the Petition for Declaration of Nullity, or otherwise insisting on the subsistence of their supposed marriage, indicates duplicity on petitioner's part.

More importantly, a Certification was issued by the Office of the Civil Registrar, Philippine Statistics Authority, stating that "said office mistakenly certified that a marriage was solemnized between [petitioner and respondent Yoshio.]"⁴⁸ This categorical turnaround should, once and for all, negate any lingering doubt on whether the supposed marriage between petitioner and respondent Yoshio actually transpired. It could even render this case moot.

Further, to reiterate, the Petition for Declaration of Nullity of Marriage was spurred by petitioner's failure to obtain a Certificate of No Marriage. With the Philippine Statistics Authority now conceding that no marriage between petitioner and respondent Yoshio was solemnized, it could conceivably proceed to issue a Certificate of No Marriage to petitioner. With the Philippine Statistics Authority's own factual affirmation that no marriage ever transpired, it is baffling that the Regional Trial Court and the Court of Appeals would insist on what now turns out to be just their own version of the facts, and the validity and subsistence of petitioner and respondent Yoshio's supposed marriage.

Ultimately, the registered marriage between petitioner and respondent Yoshio is totally fictitious and inexistent, thereby warranting a declaration of nullity. This hearkens to this Court's pronouncements in *Go-Bangayan*:

The marriage between Benjamin and Sally was also non-existent. Applying the general rules on void or inexistent contracts under Article 1409 of the Civil Code, contracts which are absolutely simulated or fictitious are "inexistent and void from the beginning." Thus, the Court of Appeals did not err in sustaining the trial court's ruling that the marriage between Benjamin and Sally was null and void ab initio and non-existent.⁴⁹ (Citation omitted)

⁴⁶ *BP Oil and Chemicals International Philippines, Inc. v. Total Distribution and Logistics Systems, Inc.*, 805 Phil. 244, 260 (2017) [Per J. Peralta, Second Division].

⁴⁷ *Rollo*, p. 18.

⁴⁸ *Id.*

⁴⁹ *Go-Bangayan v. Bangayan, Jr.*, 713 Phil. 502, 516–517 (2013) [Per J. Carpio, Second Division].

III

Equally fatal to the registered marriage between petitioner and respondent Yoshio is how no marriage license was ever issued to them. The lack of a marriage license is borne by the evidence, most notably the June 4, 2009 certification of the Office of the Civil Registrar, San Juan City stating that it “has no record of Marriage License No. 6120159.”⁵⁰

In *Republic v. Court of Appeals and Castro*,⁵¹ this Court sustained the Court of Appeals in ruling that the marriage between Edwin Cardenas and Angelina Castro (Castro) was void for lack of a marriage license. Their marriage contract stated that Marriage License No. 3196182 was issued in their names in Pasig, Metro Manila. Subsequently, however, the Pasig Civil Register issued a certification stating that “marriage license no. 3196182 allegedly issued in the municipality on June 20, 1970 cannot be located as said license no. 3196182 does not appear from our records.”⁵²

The Regional Trial Court initially declined to grant Castro’s Petition for Declaration of Nullity. It reasoned that the “inability of the certifying official to locate the marriage license is not conclusive to show that there was no marriage license issued.”⁵³ In sustaining the Court of Appeals’ reversal of the Regional Trial Court, this Court explained that Rule 132 of the Rules of Court sanctioned the presentation in court of proof of lack of record issued by an officer having custody of an official record, that such proof enjoys probative value, and that it stands as sufficient proof of non-issuance of a marriage license absent any circumstance of suspicion:

Petitioner posits that the certification of the local civil registrar of due search and inability to find a record or entry to the effect that marriage license no. 3196182 was issued to the parties is not adequate to prove its non-issuance.

We hold otherwise. The presentation of such certification in court is sanctioned by Section 29, Rule 132 of the Rules of Court, viz:

“Sec. 29. Proof of lack of record. — A written statement signed by an officer having 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 contain no such record or entry.”

⁵⁰ *Rollo*, p. 18.

⁵¹ 306 Phil. 284 (1994) [Per J. Puno, Second Division].

⁵² *Id.* at 287.

⁵³ *Id.* at 288.



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.

The certification of “due search and inability to find” issued by the civil registrar of Pasig 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. Unaccompanied by any circumstance of suspicion and pursuant to Section 29, Rule 132 of the Rules of Court, a certificate of “due search and inability to find” sufficiently proved that his office did not issue marriage license no. 3196182 to the contracting parties.⁵⁴ (Citation omitted)

Twelve years later, *Sevilla v. Cardenas*⁵⁵ strictly applied *Republic v. Court of Appeals and Castro* and stated that certifications issued by civil registrars as to the absence of marriage licenses “must categorically state that the document does not exist in [their] office or the particular entry could not be found in the register despite diligent search.”⁵⁶ Thus, certifications indicating mere inability to find after anything less than a best-effort search cannot be taken as reliable proof that a marriage license was never issued:

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.

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

⁵⁴ Id. at 289–290.

⁵⁵ 529 Phil. 419 (2006) [Per J. Chico-Nazario, First Division].

⁵⁶ Id. at 429.

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.

....

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.

....

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.⁵⁷ (Citations omitted)

However, this Court has abandoned *Sevilla’s* inordinately stringent application of *Republic v. Court of Appeals and Castro*. It has since been clarified that Rule 132, Section 28 of the Rules of Court does not require a distinct, categorical statement to the effect that a diligent search was conducted. The presumption of regularity in the performance of official duty stipulated in Rule 131, Section 3(m) of the Rules of Court⁵⁸ works to create a presumption that concerned officers have made a diligent search. Only when there is actual countervailing proof should those officers be taken as having performed their tasks less than diligently.

Moreover, this Court’s 2016 Decision in *Kho v. Republic*⁵⁹ explained

⁵⁷ Id. at 429–433.

⁵⁸ SECTION 3. *Disputable presumptions*. — The following presumptions are satisfactory if uncontradicted, but may be contradicted and overcome by other evidence:
(m) That official duty has been regularly performed;

⁵⁹ 786 Phil. 43 (2016) [Per J. Peralta, Third Division].

the original wisdom of *Republic v. Court of Appeals and Castro*, as well as how several subsequent decisions rendered by this Court have declined to follow *Sevilla*'s rigidity:

As to the sufficiency of petitioner's evidence, the OSG further argues that, on the basis of this Court's ruling in *Sevilla v. Cardenas*, 24 the certification issued by the local civil registrar, which attests to the absence in its records of a marriage license, must categorically state that the document does not exist in the said office despite diligent search.

However, in *Republic of the Philippines v. Court of Appeals*, this Court considered the certification issued by the Local Civil Registrar as a certification of due search and inability to find the record or entry sought by the parties despite the absence of a categorical statement that "such document does not exist in their records despite diligent search." The Court, citing Section 28, 26 Rule 132 of the Rules of Court, held that the certification of due search and inability to find a record or entry as to the purported marriage license, issued by the 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. Based on said certification, the Court held that there is absence of a marriage license that would render the marriage void *ab initio*.

Moreover, as discussed in the abovestated case of *Nicdao Cariño v. Yee Cariño*, this Court considered the marriage of the petitioner and her deceased husband as void *ab initio* as 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, their office has no record of such marriage license. The court held that the certification issued by the local civil registrar is adequate to prove the non-issuance of the marriage license. Their marriage having been solemnized without the necessary marriage license and not being one of the marriages exempt from the marriage license requirement, the marriage of the petitioner and the deceased is undoubtedly void *ab initio*. This ruling was reiterated in the more recent case of *Go-Bangayan v. Bangayan, Jr.*

Furthermore, in the fairly recent case of *Abbas v. Abbas*, this Court echoed the ruling in *Republic v. CA* that, in sustaining the finding of the lower court that a marriage license was lacking, this Court relied on the Certification issued by the local civil registrar, which stated that the alleged marriage license could not be located as the same did not appear in their records. Contrary to petitioner's asseveration, nowhere in the Certification was it categorically stated that the officer involved conducted a diligent search. In this respect, this Court held that Section 28, Rule 132 of the Rules of Court does not require a categorical statement to this effect. Moreover, in the said case, this Court ruled that:

Under Sec. 3(m), Rule 131 of the Rules of Court, it is a disputable presumption that an official duty has been regularly performed, absent contradiction or other evidence to the contrary. We held, "The presumption of regularity of official acts may be rebutted by affirmative evidence of irregularity or failure to perform a duty." No such affirmative evidence was shown that the Municipal Civil Registrar was lax in performing her duty of checking the records of their office, thus the presumption must stand. . . .



In all the abovementioned cases, there was clear and unequivocal finding of the absence of the subject marriage license which rendered the marriage void.

From these cases, it can be deduced that to be considered void on the ground of absence of a marriage license, the law requires that the absence of such marriage license must be apparent on the marriage contract, or at the very least, supported by a certification from the local civil registrar that no such marriage license was issued to the parties.⁶⁰ (Citations omitted)

To reiterate, here, the Office of the Civil Registrar of San Juan issued a June 4, 2009 Certificate stating that “no record of Marriage License No. 6120159 was issued the Parties.”⁶¹ During trial, this certification was presented along with the testimony of Mary Ann C. Chico, Registration Officer III of the Office of the Civil Registrar, San Juan City.⁶² This certification and testimony are akin to evidence on which turned two of the cases cited in *Kho*.

Further, in *Cariño v. Yee Cariño*,⁶³ the local civil registrar certified that “their office has no record of such marriage license.”⁶⁴ In *Go-Bangayan*, “Teresita Oliveros (Oliveros), Registration Officer II of the Local Civil Registrar of Pasig City... testified that the local civil registrar of Pasig City did not issue Marriage License No. N-07568 to [the parties] Benjamin and Sally.”⁶⁵

Consistent with the standard laid out in *Republic v. Court of Appeals and Castro*, applied in *Cariño*, *Go-Bangayan*, *Abbas v. Abbas*,⁶⁶ and clarified in *Kho*, this Court considers it adequately established that no marriage license was ever issued in this case to petitioner and respondent Yoshio. Moreover, it was neither alleged nor established that the marriage registered between them falls under any of the exceptional marriages, which Articles 27 to 34 of the Family Code⁶⁷ identify as not needing a marriage

⁶⁰ Id. at 56–58.

⁶¹ *Rollo*, p. 18.

⁶² Id. at 19.

⁶³ 403 Phil. 861 (2001) [Per J. Ynares-Santiago, First Division].

⁶⁴ Id. at 869.

⁶⁵ *Go-Bangayan v. Bangayan, Jr.*, 713 Phil. 502, 514 (2013) [Per J. Carpio, Second Division].

⁶⁶ 702 Phil. 578 (2013) [Per J. Velasco, Third Division].

⁶⁷ ARTICLE 27. In case either or both of the contracting parties are at the point of death, the marriage may be solemnized without necessity of a marriage license and shall remain valid even if the ailing party subsequently survives.

ARTICLE 28. If the residence of either party is so located that there is no means of transportation to enable such party to appear personally before the local civil registrar, the marriage may be solemnized without necessity of a marriage license.

ARTICLE 29. In the cases provided for in the two preceding articles, the solemnizing officer shall state in an affidavit executed before the local civil registrar or any other person legally authorized to administer oaths that the marriage was performed in *articulo mortis* or that the residence of either party, specifying the barrio or barangay, is so located that there is no means of transportation to enable such party to appear personally before the local civil registrar and that the officer took the necessary steps to ascertain the ages and relationship of the contracting parties and the absence of legal impediment to the marriage.

license.

Accordingly, in addition to there being no consent to enter into marriage and no actual marriage ceremony being performed, the registered marriage further lacks the formal requisite of a marriage license. For a multiplicity of reasons, such marriage was inexistent. Therefore, the Regional Trial Court and the Court of Appeals erred in denying Rosario's Petition for Declaration of Nullity.

IV

The Regional Trial Court and the Court of Appeals find themselves averse to declaring the registered marriage void, as they are impelled by the avowed need to preserve the sanctity of marriage and to foreclose the all-too-convenient procurement of declarations of nullity. They, however, fail to see the irony of how their aversion enables an affront to the institution of marriage, which is greater than that which they wished to prevent.

The marriage between petitioner and respondent Yoshio is decidedly a fake. It was a ruse that reduced marriage to an artifice for acquiring a visa. The Regional Trial Court and the Court of Appeals fail to see that to insist on this marriage's validity would be to unwittingly lend judicial approbation to transactional marriages used as fronts for illicitly obtaining benefits, or for potentially more nefarious ends. This Court most certainly does not condone petitioner's ruse. But it will work greater damage to society and its institutions if courts would let themselves be used as unsuspecting endorsers of duplicitous designs. The original, underlying fraud here is the stratagem effected by petitioner and respondent Yoshio in simulating marriage. It is a fraud admitted by petitioner, and a fraud through which this Court sees. Petitioner and respondent Yoshio never truly meant to be husband and wife, their registered marriage is a nullity.

ARTICLE 30. The original of the affidavit required in the last preceding article, together with the legible copy of the marriage contract, shall be sent by the person solemnizing the marriage to the local civil registrar of the municipality where it was performed within the period of thirty days after the performance of the marriage.

ARTICLE 31. A marriage in articulo mortis between passengers or crew members may also be solemnized by a ship captain or by an airplane pilot not only while the ship is at sea or the plane is in flight, but also during stopovers at ports of call.


ARTICLE 32. A military commander of a unit, who is a commissioned officer, shall likewise have authority to solemnize marriages in articulo mortis between persons within the zone of military operation, whether members of the armed forces or civilians.

ARTICLE 33. Marriages among Muslims or among members of the ethnic cultural communities may be performed validly without the necessity of marriage license, provided they are solemnized in accordance with their customs, rites or practices.

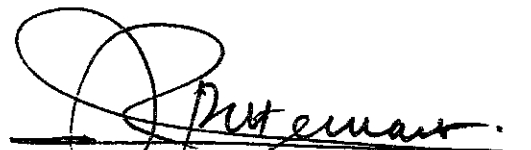
ARTICLE 34. No license shall be necessary for the marriage of a man and a woman who have lived together as husband and wife for at least five years and without any legal impediment to marry each other. The contracting parties shall state the foregoing facts in an affidavit before any person authorized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

WHEREFORE, the Court of Appeals October 10, 2018 Decision and April 25, 2019 Resolution in CA-G.R. CV No. 108043 are **REVERSED** and **SET ASIDE**. The marriage between petitioner Rosario D. Ado-an-Morimoto and respondent Yoshio Morimoto registered as having taken place on December 5, 2007 is declared **NULL** and **VOID AB INITIO**.

SO OREDERED.


MARVIC M.V.F. LEONEN
Associate Justice

WE CONCUR:


RAMON PAUL L. HERNANDO
Associate Justice


HENRI JEAN PAUL B. INTING
Associate Justice


EDGARDO L. DELOS SANTOS
Associate Justice


JHOSEP V. LOPEZ
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.


MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



DIOSDADO M. PERALTA
Chief Justice