

Filipino spouse. The provision is a corrective measure to address an anomaly where the Filipino spouse is tied to the marriage while the foreign spouse is free to marry under the laws of his or her country. Whether the Filipino spouse initiated the foreign divorce proceeding or not, a favorable decree dissolving the marriage bond and capacitating his or her alien spouse to remarry will have the same result: the Filipino spouse will effectively be without a husband or wife. **A Filipino who initiated a foreign divorce proceeding is in the same place and in like circumstance as a divorce proceeding is in the same place and in like circumstance as a Filipino who is at the receiving end of an alien initiated proceeding. Therefore, the subject provision should not make a distinction. In both instance, it is extended as a means to recognize the residual effect of the foreign divorce decree on Filipinos whose marital ties to their alien spouses are severed by operation of the latter's national law.**

Pursuant to the majority ruling in *Manalo*, Article 26 (2) applies to mixed marriages where the divorce decree is: (i) obtained by the foreign spouse; (ii) **obtained jointly by the Filipino and foreign spouse jointly by the Filipino and foreign spouse;** and (iii) obtained solely by the Filipino spouse.

WHEREFORE, premises considered, the Petition is **GRANTED**. By virtue of Article 26, paragraph 2 of the Family Code and the Certification of the Cheongju Local Court dated July 16, 2012, petitioner Cynthia A. Galapon is declared capacitated to remarry under Philippine law.

SO ORDERED.

EDNAS. KONDO, Represented by Attorney-In-Fact, LUZVIMINDA S. PINEDA, Petitioner, vs. CIVIL REGISTRAR GENERAL, Respondent
[G.R. No. 223628. Mar. 4, 2020]

LAZARO-JAVIER, J:

FACTS

After nine years of marriage, petitioner Edna S. Kondo, a Filipina, and Katsuhiko Kondo, a Japanese national obtained a divorce decree in Japan. Edna filed a petition for judicial recognition of the divorce decree. The trial court denied

the petition on the ground that under Article 26 (2) of the Family Code, the foreign divorce should have been obtained by the alien spouse, not by mutual agreement. Moreover, the provisions of the Japanese Civil Code, as presented before the trial court, did not show that Katsuhiko was allowed to remarry upon obtaining a divorce. This was later affirmed by the Court of Appeals, emphasizing further that Rule 37, Section 2 (2) of the Rules of Court requires supporting evidence by way of affidavits of witnesses or duly authenticated documents to be presented.

In granting the petition, the Supreme Court employed the liberal application of its rules for cases involving the recognition of foreign decrees to Filipinos in mixed marriages and it further found that petitioner has actually presented certified documents establishing the fact of divorce.

RULING

We grant the petition.

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The Court has time and again granted liberality in cases involving the recognition of foreign decrees to Filipinos in mixed marriages and free them from a marriage in which they are the sole remaining party. In previous cases, the Court has emphasized that procedural rules are designed to secure and not override substantial justice, especially here where what is involved is a matter affecting lives of families.

The Court sees no reason why the same treatment should not be applied here. Consider:

First. Edna presented an Authenticated Report of Divorce in Japanese Language; an English translation of the Report of Divorce; and an Authenticated Original copy of the Family Register of Katsuhiko. Too, she actively participated throughout the proceedings through her sister and attorney-in-fact, Luzviminda, despite financial and logistical constraints. She also showed willingness to provide the final document the trial court needed to prove Katsuhiko's capacity to remarry.

Second. As the OSG noted, the present case concerns Edna's status. Hence, *res judicata* shall not apply and Edna could simply refile the case if dismissed. This process though would be a waste of time and resources, not just for both parties, but the trial court as well. In *RCBC v. Magwin Marketing Corp.*, the Court surmised that there was no substantial policy upheld had it simply dismissed the case and

required petitioner to pay the docket fees again, file the same pleadings as it did in the proceedings with the trial court, and repeat the belabored process. This reenactment would have been a waste of judicial time, capital, and energy.

Third. In its Comment, the OSG did not object to Edna's prayer to have the case remanded.

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Finally. The present case stands on meritorious grounds, as petitioner had actually presented certified documents establishing the fact of divorce and relaxation of the rules will not prejudice the State.

Verily, a relaxation of procedural rules is in order.

ACCORDINGLY, the petition is **GRANTED**. The case is **REMANDED** to the Regional Trial Court for presentation in evidence of the pertinent Japanese law on divorce and the document proving Katsuhiko was recapacitated to marry.

SO ORDERED.

**JOINT SHIP MANNING GROUP INC., Petitioner, vs.
SOCIAL SECURITY SYSTEM, Respondent**
[G.R. No. 247471. July 7, 2020.]

GESMUNDO, J.:

FACTS

Petitioners assailed the constitutionality of Section 9-B of R.A. 11199, otherwise known as the “Social Security Act of 2018,” which mandates compulsory Social Security System (“SSS”) coverage for overseas Filipino workers (“OFWs”) on the ground it violates due process and the equal protection of rights of manning agencies. Under the Section 9-B, manning agencies are considered employers of sea-based OFWs and are solidarily liable with their principals for liabilities incurred in violation of R.A. 11199. In contrast, for land-based OFWs, recruitment agencies are not considered as employers and are not solidarily liable. Land-based OFWs are also considered self-employed members of the SSS. They contend that there is no justification for the difference in treatment. Finally, they argue that the SSS coverage of sea-based OFWs is already provided in the 1988 Memorandum of Agreement between the Department of Labor and Employment and SSS, the 2006