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SO ORDERED.

Teehankee (Chairman), Makasiar, Fernandez, Guerrero, and *De Castro, JJ.*, concur.

FIRST DIVISION

[G.R. Nos. L-50127-28. March 30, 1979]

VICTOR JUANIZA, Heirs of Josefa P. Leus, etc., et al., *plaintiffs and appellees, vs.* **EUGENIO JOSE, THE ECONOMIC INSURANCE COMPANY, INC., and ROSALIA ARROYO,** *defendants and appellants.*

SYLLABUS

1. **CIVIL LAW; MARRIAGE; PROPERTY RELATIONS; IN CASE OF COMMON LAW SPOUSES, IT IS GOVERNED BY THE RULES ON CO-OWNERSHIP.** — When a man and woman live together as husband and wife, but they are not married, or their marriage is void from the beginning, the property acquired by either or both of them through their work or industry or their wages and salaries shall be governed by the rules on co-ownership (Article 144, New Civil Code). The co-ownership contemplated, however, requires that both parties are not in anyway incapacitated to contract marriage.

2. **ID.; TORTS AND DAMAGES; REGISTERED OWNER OF PUBLIC SERVICE VEHICLE, SOLELY LIABLE.** — It is settled in our jurisprudence that only the registered owner of a public service is responsible for damages that may arise from consequences incident to its operation, or may be caused to any of the passengers therein.

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APPEARANCES OF COUNSEL

Victoriano O. Javier and *Ricardo A. Fabros, Jr.* for appellees.
Luis Viscocho and *Francisco E. Rodrigo, Jr.* for appellants.

D E C I S I O N

DE CASTRO, *J.*:

This case was certified by the Court of Appeals to this Court on the ground that the questions raised in the appeal of the decision of the Court of First Instance of Laguna are purely questions of law.

Eugenio Jose was the registered owner and operator of the passenger jeepney involved in an accident of collision with a freight train of the Philippine National Railways that took place on November 23, 1969 which resulted in the death to seven (7) and physical injuries to five (5) of its passengers. At the time of the accident, Eugenio Jose was legally married to Socorro Ramos but had been cohabiting with defendant-appellant, Rosalia Arroyo, for sixteen (16) years in a relationship akin to that of husband and wife.

In the resulting cases for damages filed in the Court of First Instance of Laguna, decision was rendered, the dispositive part of which reads as follows:

> "(4) In Civil Case No. SP-867 ordering defendants Eugenio Jose and Rosalia Arroyo jointly and severally to pay plaintiff Victor Juaniza the sum of ₱1,500.00 plus legal interest from date of complaint until fully paid and costs of suit;
>
> (5) In Civil Case No. SP-872, ordering defendants Eugenio Jose and Rosalia Arroyo jointly and severally to pay the respective heirs of the deceased Josefa P. Leus, Fausto Leus Retrita, Nestor del Rosario Añonuevo and Arceli de la Cueva in the sum of ₱12,000.00 for the life of each of said deceased, with legal interest from date of complaint, and costs of suit." (pp. 47-48, *Rollo*).

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Motion for reconsideration was filed by Rosalia Arroyo praying that the decision be reconsidered insofar as it condemns her to pay damages jointly and severally with her co-defendant, but was denied. The lower court based her liability on the provision of Article 144 of the Civil Code which reads:

"When a man and woman living together as husband and wife, but they are not married, or their marriage is void from the beginning, the property acquired by either or both of them through their work or industry or their wages and salaries shall be governed by the rules on co-ownership."

Rosalia Arroyo then filed her appeal with the Court of Appeals which, as previously stated, certified the same to Us, the question raised being purely legal as may be seen from the lone assigned error as follows:

"The lower court erred in holding defendant-appellant Rosalia Arroyo liable 'for damages resulting from the death and physical injuries suffered by the passengers' of the jeepney registered in the name of Eugenio Jose, on the erroneous theory that Eugenio Jose and Rosalia Arroyo, having lived together as husband and wife, without the benefit of marriage, are co-owners of said jeepney." (p. 2, Appellant's Brief).

The issues thus to be resolved are as follows: (1) whether or not Article 144 of the Civil Code is applicable in a case where one of the parties in a common-law relationship is incapacitated to marry, and (2) whether or not Rosalia who is not a registered owner of the jeepney can be held jointly and severally liable for damages with the registered owner of the same.

It has been consistently ruled by this Court that the co-ownership contemplated in Article 144 of the Civil Code requires that the man and the woman living together must not in any way be incapacitated to contract marriage. (*Camporedondo vs. Aznar*, L-11483, February 14, 1958, 102 Phil. 1055, 1068; *Osmeña vs. Rodriguez*, 54 OG 5526; *Malajacan vs. Rubi*, 42 OG 5576). Since Eugenio Jose is legally married to Socorro Ramos, there is an impediment for him to contract marriage with Rosalia Arroyo. Under the aforecited provision of the Civil

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Code, Arroyo cannot be a co-owner of the jeepney. The jeepney belongs to the conjugal partnership of Jose and his legal wife. There is therefore no basis for the liability of Arroyo for damages arising from the death of, and physical injuries suffered by, the passengers of the jeepney which figured in the collision.

Rosalia Arroyo, who is not the registered owner of the jeepney can neither be liable for damages caused by its operation. It is settled in our jurisprudence that only the registered owner of a public service vehicle is responsible for damages that may arise from consequences incident to its operation, or maybe caused to any of the passengers therein. (*De Peralta vs. Mangusang*, L-18110, July 31, 1964, 11 SCRA 598; *Tamayo vs. Aquino*, L-12634 and L-12720, May 29, 1959; *Roque vs. Malibay Transit*, L-8561, November 18, 1955; *Montoya vs. Ignacio,* L-5868, December 29, 1953).

WHEREFORE, in view of the foregoing, Rosalia Arroyo is hereby declared free from any liability for damages and the appealed decision is hereby modified accordingly. No costs.

Teehankee (Chairman), Makasiar, Fernandez, Guerrero, and *Melencio Herrera, JJ.,* concur.