

OBLIGATIONS & CONTRACTS



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Preface

More often than not, we enter into binding contracts and agreements, or subject ourselves to legal obligations, without being aware that we are already in one and not fully mindful of their implications. This phenomenon is attributable primarily to lack of sufficient exposure to laws governing this facet of our social existence, and secondarily due to the fact that not all obligations and/or contracts are in writing, as customarily believed.

However, while others might say that *ignorance is bliss*, the naiveté and obliviousness to our legal obligations and their repercussions is usually not blissful, because under Philippine law, "*ignorance of the law excuses no one from compliance therewith*". Hence, a person might have already violated an obligation he does not even know he had in the first place, for which he may be punished.

To this end, the aim of this book is the humble attempt of simplifying the common conundrums of the legal realm, and allowing students of law to comprehend its basic implications to their daily lives and appreciate its relevance in their routine endeavors.

As the Latin maxim goes, "*Non scholae sed vitae dicimus*", which is roughly translated as "*we learn not for school, but for life*".

- The Author


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Obligation: General Principles and Considerations



Obligations and duties are usually the regular customers in our *to-do* lists. Whether we like it or not, they normally squeeze their way into our systems and preoccupy our schedule. The force that propels obedience to these obligations are usually the consequences attached to them in case of compliance or non-compliance thereto. For instance, among others, in our religious obligations, there is spiritual reward or punishment; for our social duties, there is the heartening satisfaction of being accepted or devastating agony of being discriminated; and for our environmental responsibilities, there is the basic incentive of *not-getting-killed-to-soon* in the face of the drastic effects of global warming.

Civil Obligations Vs. Natural Obligations

However, there are obligations that draw their compulsion for strict compliance not merely from abstract ideals and principles, but from concrete legal adverse repercussions should one choose to disobey. These are obligations which, if not complied with, can be enforced through the sturdy hands of the courts. They are otherwise known as civil obligations. The New Civil Code of the Philippines (*hereafter referred to as Civil Code*) defines a civil obligation under Article 1156.

Article 1156.

An obligation is a juridical necessity to give, to do or not to do.

The word "juridical" emphasizes the fact that this definition covers only those which are *enforceable in court*. Enforceability in court means that the judiciary is an available forum to compel a person to comply with his obligations. Therefore, if Rain borrowed money from Summer, he has an obligation to pay his debt. If he fails to do so, Summer can file an action in court to compel Rain to pay his debt. In the same manner, if Thirdy bought a car from Noggy for P800,000, Noggy becomes obliged to deliver the car to Thirdy. In case Noggy fails to deliver the car, Thirdy may sue him in court, the objective of which is to force Noggy to perform his obligation.