

[G. R. No. L-6713. April 29, 1957]

THE PEOPLE OF THE PHILIPPINES, PLAINTIFF AND APPELLANT, VS. RICARDO DAISIN, ACCUSED. PEOPLE'S SURETY AND INSURANCE CO., INC., MOVANT-BONDSMEN AND APPELLEE.

CONCEPCION, J.:

This is an appeal, taken by the prosecution, from an order of the Court of First Instance of Cotabato, reducing the liability of the People's Surety and Insurance. Co., Inc., under a bond that had been forfeited by virtue of a previous order of the same court.

It appears that, in view of the failure of herein defendant, Ricardo Daisin—who is charged with estafa before the Court of First Instance of Cotabato—to appear for arraignment and trial, after due notice therefor, said court, by an order dated August 27, 1952, directed his arrest and declared that the 'bond, in the sum of P5,000, given by him and said surety company, for his provisional release, would be confiscated, should his body not be produced within thirty (30) days. On motion of the prosecution, predicated upon the non-production of the body of said defendant within the period aforementioned, the court issued, on November 18, 1952, an. order sentencing the surety company to pay, to the Government of the Republic of the Philippines, said sum of P5,000, as well as "all costs incident to the collection of this amount." No appeal was taken from said order. After the expiration of the period to appeal, the surety company succeeded in locating Daisin in Baguio, in turning him over to the Manila Police Department, in having him confined in the City Jail of Manila. On December 19, 1952, said company filed a manifestation to this effect, with the statement that arrangements were "being made to transport the said accused to Cotabato, so that he may be surrendered" to the court. Subsequently, or on January 27, 1953, said company filed a motion, dated December 24, 1952, stating that it thereby surrendered the body of the accused to the court and praying that the same "order the lifting of the order of execution and the cancellation" of said bond. Acting upon this motion, on March 11, 1953, the lower court issued an order, the pertinent parts of which read:

“The Court cannot ignore the efforts made by the People’s Surety & Insurance Company, Inc. to arrest the accused Ricardo Daisin and produce him before this Court. The company must have spent time and money to accomplish his arrest. It is true that judgment has already been rendered against the People’s Surety & Insurance Co., Inc. for the amount of the bond, but until now no writ of execution has been issued.

“IN VIEW OF THE FOREGOING CONSIDERATIONS, and for reason of equity and justice, this Court is constrained to set aside, as it hereby sets aside, its judgment of November 18, 1952, and in lieu thereof hereby imposes on the People’s Surety & Insurance Co. Inc. a penalty of five hundred pesos (P500.00), which said Company is hereby ordered to pay to the Government of the Republic of the Philippines, and pay besides all incidental collection expenses.” (Record on Appeal, pp. 18-19.)

The prosecution maintains that, once an order of confiscation of a bail bond has become final, the court cannot reduce the liability therein imposed upon the surety. There is no merit in this pretense. It is true that, in *People vs. Arlantino* 89 Phil, 288, it was said that an order of confiscation cannot be modified “where the bond has *already been executed and the properties covered by it sold.*” However, such is not the case at bar. What is more, we specifically held, in *People vs. Reyes* (48 Phil., 139> 142) that:

“Where *after forfeiture of bail*, the purpose of the recognizance has been accomplished by placing’ the principal in prison to serve sentence, *the bondsmen may be relieved from a part of the liability, according to the merits of the particular case,*” (Italics supplied.)

The rule was reiterated in *People vs. Calabon* (53 Phil., 945, 947), in the following language:

“Section 76 of General Order No. 58 only authorizes the courts to discharge a forfeiture within the period of thirty days from the time of the declaration of such forfeiture, and it seems obvious that a *complete discharge cannot be granted after the expiration of that period. But this Court has held that that does not entirely deprive the court of its inherent discretionary powers in regard to the amount of the liability of the sureties* and that where after forfeiture of bail, the

purpose of the recognizance has been accomplished *by placing the principal in prison to serve sentence, the bondsmen may be relieved from a part of their liability according to the merits of the case* (People vs. Reyes,, 4S Phil., 139). Following this rule and taking- into consideration the efforts of one of the sureties to apprehend the convict and the fact that said convict finally was arrested and commenced to serve his sentence before the appeal of the sureties in case G. R. No. 28635 had been dismissed by this court, we are of the opinion that the liability of said sureties upon the bond may properly be reduced to P3,000.” (Italics supplied.)

The philosophy of the foregoing doctrine was set forth in our decision in People vs. Puyal, 98 Phil., 415, 52 Off. Gaz., [10] 6886). We quote therefrom:

“The liberality which We have shown in dealing with bondsmen in criminal cases and in mitigating’ their liability on bonds already confiscated because of the delay in the presentation of defendants, finds explanation in the fact that the ultimate desire of the State is not the monetary reparation of the bondsman’s default, but the enforcement or execution of the sentence, such as the imprisonment of the accused or the payment by him of the fine imposed. That interest of the State can not be measured in terms of pesos as in private contracts and obligations. The surrender of the person of the accused so that he can serve his sentence is its ultimate goal or object. The provision for the confiscation of the bond, upon failure within a reasonable time to produce the person, of the accused for the execution of the sentence, is not based upon a desire to gain from such failure; it is to compel the bondsman to enhance its efforts to have the person of the accused produced for the execution of the sentence. *Hence after the surety has presented the person of the accused to the court, or the accused already arrested, we have invariably exercised our discretion in favor of the partial remission, of the bondsman’s liability.*

“A further reason for such liberality lies in the fact that if the courts were strict in enforcing the liability of bondsmen, the latter would demand higher rates for furnishing bail for accused persons, making it difficult for such accused to secure their freedom during the course of the proceedings. If courts were strict in the enforcement of the monetary responsibility of bondsmen, bail, which is

considered a precious right, would be difficult to obtain. Bondsmen will reduce rates only if the courts are liberal in dealing with them in the performance of their obligations.

“Lastly, if the courts are averse to mitigating the monetary” responsibility of bondsmen after confiscation of their bond, *bondsmen would be indifferent towards the attempts of the State to secure the arrest of defendants, instead of helping it therein.* (Italics supplied.)

Finding no reason to depart from the rule above stated, the order appealed from is hereby affirmed, without special pronouncement as to costs. It is so ordered.

Bengzon, Padilla, Montemayor, Reyes, A., Bautista Angelo, Labrador, Reyes, J. B. L., Endencia, and Felix., JJ., concur.

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