

### Title: Marsman & Company, Inc. vs. First Coconut Central Co., Inc.

### Facts:

This case arose from a commercial transaction between Marsman & Company, Inc., the petitioner, and First Coconut Central Co., Inc., the respondent. On January 26, 1967, First Coconut Central Co., Inc. purchased a diesel generating unit worth P21,000.00 from Madrid Trading on installment. As security for the payment, a chattel mortgage over the diesel generating unit was constituted in favor of Madrid Trading, which subsequently assigned all its rights under the chattel mortgage to Marsman & Company, Inc. Despite making partial payments, First Coconut Central Co., Inc. had an outstanding balance of P14,000.00, leading Marsman & Company, Inc. to initiate an action to recover the unpaid balance.

The Court of First Instance of Manila ruled in favor of Marsman & Company, Inc., ordering First Coconut Central Co., Inc. to pay the outstanding balance with interest and attorney's fees. Dissatisfied, First Coconut Central Co., Inc. appealed the decision. The Court of Appeals reversed the lower court's decision, stating that the transaction violated the Retail Trade Nationalization Law and ordered the diesel generating unit's return and restitution of payments made.

Marsman & Company, Inc. filed a petition for review on certiorari in the Supreme Court, which brings us to the present analysis.

### Issues:

1. Whether the sale of industrial machinery falls under the scope of "retail business" as prohibited by the Retail Trade Nationalization Law.
2. Whether the contract of sale for the diesel generating unit is null and void under the Retail Trade Nationalization Law and the Anti-Dummy Law.

### Court's Decision:

The Supreme Court granted the petition, setting aside the decision of the Court of Appeals, and affirmed the judgment of the Court of First Instance in favor of Marsman & Company, Inc. The Court clarified that the sale of industrial machinery to an industrial plant does not constitute engaging in retail business as contemplated under the Retail Trade Nationalization Law. The Court defined retail business and highlighted that selling producer goods to industrial and commercial users does not fall within this definition and is therefore not restricted by the said law. Consequently, Marsman & Company, Inc.'s action does not

violate the Anti-Dummy Law or use a dummy, making the contract of sale valid and enforceable for the recovery of the unpaid balance.

**### Doctrine:**

The sale of industrial machinery to industrial users is not considered retail business under the Retail Trade Nationalization Law (Republic Act No. 1180), and such transactions are not prohibited and do not violate the Anti-Dummy Law.

**### Class Notes:**

- Retail Trade Nationalization Law (Republic Act No. 1180) aims to nationalize the retail trade business but excludes sales to industrial or commercial users from its scope.
- Anti-Dummy Law (Commonwealth Act No. 108) prevents the circumvention of laws that restrict foreign participation in certain economic activities.
- Key Concepts:
  - Definition of retail business under RA 1180 and its exclusions.
  - Distinction between consumer goods and producer goods in the context of retail trade.
- Critical Statutory Provisions:
  - RA 1180 (Retail Trade Nationalization Law), as amended.
  - Commonwealth Act No. 108 (Anti-Dummy Law), as amended.

**### Historical Background:**

This case highlights the judicious interpretation of the Retail Trade Nationalization Law and the Anti-Dummy Law concerning the sale of industrial machinery. It clarifies the scope of what constitutes “retail business” in the Philippines, particularly in regard to transactions involving industrial machinery, thereby contributing to legal jurisprudence on commercial transactions and nationalization policies.