

**JACINTA ABELLA, PLAINTIFF AND APPELLEE, VS. G. K. CO BUN KIM,
AND QUIRINO D. CARPIO, DEFENDANTS. QUIRINO D. CARPIO,
RECEIVER AND APPELLANT.**

G. R. No. L-9205. February 28, 1957

Ponente: CONCEPCION, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/28873ec1aea0/>

CONCEPCION, J.:

This is an action for the recovery of unpaid rentals and damages, and the resolution of a contract of lease of Lot No. 1, Block No. 338 of the Cadastral Survey of the City of Manila, situated in the District of Ermita and more particularly described in Transfer Certificate of Title No. 21988 of the Register of Deeds for the City of Manila. The defendants are G. K. Co Bun Kim, the lessee, who had constructed, on said lot, a building of seventeen (17)

The record shows that on February 9, 1950, Rafael Alonso, the original owner of said lot, and Co Bun Kim, executed the public instrument. Exhibit A, whereby the former leased the aforementioned lot to the latter, for a period of fifteen (15) years, at a monthly rental of P400. Said deed of lease was, on March 17, 1950, duly recorded in the office of the Register of Deeds of Manila. On January 9, 1953, Alonso sold and conveyed said lot, including his rights under said deed, Exhibit A, to plaintiff Jacinta Abella (Exhibit B). The next day, Alonso wrote to Co Bun Kim the letter Exhibit F, advising him of said conveyance, with the request that the rental of P400 a month be paid to Mrs. Abella or her representative, beginning from said month of January, 1953.

It appears that prior thereto, or on April 23, 1952, Co Bun Kim had instituted Civil Case No. 16221 of the Court of First Instance of Manila, against one Natalio Enriquez, for the annulment of a mortgage on the building aforementioned, constituted by Co Bun Kim in favor of Enriquez subsequently to the execution of and registration of said Exhibit A. On motion of Enriquez, the Philippine Trust Company was, on October 22, 1952, appointed receiver of said building. Soon later, or on January 24, 1953, Quirino D. Carpio substituted the Philippine Trust Company as such receiver, and thereafter collected the corresponding rentals from the lessees of said apartments or "aecessorias", but did not pay the rentals due under said Exhibit A, for the use of the lot, beginning from said month. Accordingly, on February 21, 1953, counsel for Mrs. Abella wrote the letter Exhibit G, to Co Bun Kim, demanding payment of the rentals, which were overdue since January, 1953. This demand was, on March 2, 1953, reiterated, in vain, in plaintiff's communication to Co Bun Kim, Exhibit G-2. On March 15, 1953, counsel for Mrs. Abella wrote to Quirino D. Carpio, as receiver of said building, the letter Exhibit I, advising him of the aforementioned letters to Co Bun Kim Exhibits G and G-2, which were not heeded, and of the default in the payment of rentals since January, 1953, and demanding payment thereof, but appellant did not make such payment. Mrs. Abella sought, therefore, permission to intervene in Civil Case No. 16221, for the purpose of collecting back rentals but, Quirino D. Carpio objected to the intervention, which was denied. Hence, on April 25, 1953, Mrs. Abella instituted the present action. After due trial, the Court of First Instance of Manila rendered judgment, the dispositive part of which reads as follows :

"Whhjepore, judgment is hereby rendered in favor of plaintiff and against defendants, ordering said defendants to pay, jointly and severally, to plaintiff the monthly rent of P400 of said land, from January, 1953, up to and

including this month of January, 1955, plus the further sum of P1,500 as damages, with legal interest thereon from the date of the filing- of this complaint until fully paid, and to pay the costs.

"Defendant receiver's counterclaim is dismissed."

The case is now before us on appeal taken by defendant Carpio.

It is not disputed that Co Bun Kim had executed the aforementioned deed of lease (Exhibit A) whereby he undertook to pay monthly the sum of P400 by way of rentals for the use and occupation of said lot, which formerly belonged to Rafael Alonso; that the latter's interest in the lot, and in said contract of lease, were acquired by plaintiff-appellee Mrs. Abella on January 9, 1953; and that said rentals have not been paid since January, 1953. The main issue raised by appellant herein is the propriety of his inclusion as defendant in this case, in his capacity as receiver of the building aforementioned, without the consent of the court having jurisdiction over said case No. 16221, in which such receiver was appointed.

It appears, however, that said case, like the one at bar, were assigned at Branch V of the Court of First Instance of Manila, presided over by Hon. Gregorio S. Narvasa, Judge, who denied a motion to dismiss of appellant herein, predicated, among other things, upon the absence of authority to sue said appellant, as receiver of of the building belonging to Co Bun Kim, and rendered the decision appealed from, despite the reiteration of appellant's pretense in his answer and, later on, in his motion for reconsideration of said decision, which was, also, denied. In other words, the court having jurisdiction over the receivership had, thereby, impliedly, but clearly, given its consent to the present action against the receiver, and sanctioned the same.

It is claimed that the lower court erred in sentencing the appellant to pay the rentals in question jointly and severally with Co Bun Kim, for appellant was not a party to the deed Exhibit A, and neither the same, nor the nature of the contract therein set forth, nor the law, make appellant solidarily liable with Co Bun Kim for the rentals in dispute.

Obviously, this argument is predicated upon the theory that the receiver represents an interest completely distinct and separate from that of Co Bun Kim. It overlooks the fact that Co Bun Kim is the owner of the building under receivership; that the rentals thereof, collected by appellant, belong to Co Bun Kim; that appellant is a mere custodian of the funds thus collected and held by him; that the judgment against appellant, for the rentals due under Exhibit A, merely enforces an obligation of Co Bun Kim, to whom said funds belong; and that the liability of appellant under the decision appealed from is nothing but the very same liability of Co Bun Kim. The rules concerning joint obligations and solidary obligations (*obligaciones mancomunadas y obligaciones solidarias*) require a plurality of subjects (creditors, debtors or both) and have no application when there is only one creditor and one debtor, even if payment of the debt is to be made by several individuals, representing one and the same interest or debtor.

Again, the records of case No. 16221 (Exhibit H) show that appellant's brother, Atty. S. D. Carpio—who was counsel for the defendant herein—knew that the lot in question is merely leased to Co Bun Kim, and that the latter had bound himself, among other things, to pay rentals therefor, apart from the corresponding taxes on said land. Moreover, on March 15, 1953, appellant was specifically advised—by virtue of the letter Exhibit I— of said facts, yet he did nothing about it. He even collected rentals from the lessees of the apartments (*accesorias*) under receivership. Thus, aside from not repudiating the lease contract Exhibit A, he thereby indicated willingness to continue the juridical relation thereby established, under the terms and conditions therein set forth: In other words,—although subject to the control of the Court, having jurisdiction over the receivership— appellant became a mere extension of the personality of Co Bun Kim, as regards the liability of the latter under said contract. Indeed, the constitutional mandate to the effect that "no law impairing the obligation of contracts shall be passed"

imposed upon the court—and, hence, upon its officer, appellant herein as receiver of said building— aside from Congress, the duty to respect the contract of lease Exhibit A, it being free from any vice that may affect its validity.

It is lastly urged that the lower court erred in ordering the execution of its aforementioned decision, during the pendency of this appeal, for want of jurisdiction and insufficiency of the reasons given therefor. The first ground assumes that the appeal had been perfected prior to the order of execution complained of, which is not a fact, said order having been issued on May 12, 1955, whereas the record on appeal was approved on May 19, 1955. In fact, said order is mentioned in the record on appeal, which would have been impossible had the latter been submitted and approved prior to said order. The second ground is, also, untenable, it being obvious that this appeal has been taken merely for the purpose of delay, the default in the payment of rentals being conceded. Worse still, the property in question is in danger of being sold by the Government for delinquency in the payment of taxes. At any rate, appellant has no reason whatsoever to complain against the order of execution, he having been exempted from the operation thereof, by directing the execution of the decision appealed from, insofar only as Co Bun Kim is concerned.

Wherefore, said decision is hereby affirmed,, with the costs of this instance against appellant herein. It is so ordered.

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

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.