CONSUMER PACKAGING PRODUCTS CORPORATION, PLAINTIFF-APPELLANT, VS. JESSIE CHING AND LIZA A. RONCAL, DOING BUSINESS UNDER THE NAME AND STYLE OF GENTEX PLASTIC MANUFACTURING AND TO...

Ponente: BRUSELAS, JR. J.

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BRUSELAS, JR. J.:

Before us is an appeal from a decision[1] of the Regional Trial Court (RTC), the dispositive portion of which reads:

> "WHEREFORE, in the light of the foregoing, the amended complaint is hereby DISMISSED for lack of preponderance of evidence. Likewise, the compulsory counterclaim of defendants is ordered DISMISSED.
>
> SO ORDERED."

The events that led to the instant appeal are as follows:

Plaintiff-appellant Consumer Packaging Products Corporation (CPPC) filed a complaint[2] for collection of sum of money with application for the issuance of writ of preliminary attachment against defendants-appellees Liza Roncal (Roncal) and Jessie Ching (Ching). CPPC alleged that it was a domestic corporation duly organized and existing under and by virtue of Philippine laws, engaged in the business of production, manufacturing and marketing of various plastic products. Roncal was likewise engaged in the manufacturing, buying and selling of plastic products, under the name and style of Gentex Plastic Manufacturing (Gentex) and/or Topmaster, while Ching acted as her business agent. During the period from 5 April 2006 to 23 May 2006, Ching purchased plastic resins from CPPC with the assurance and representation that the same shall be paid immediately. In the said transactions, Ching never disclosed the fact that he was merely acting as an agent of Roncal. CPPC, relying on the assurance and representation of Ching, was induced to repeatedly deliver huge volumes of resins to the appellees, the aggregate value of which amounted to Four Million Fourteen Thousand Three Hundred Twelve Pesos and Fifty centavos (P4,014,312.50). When CPPC demanded payment for the plastic resins from Ching, the demand was ignored. Later on, in the guise of verifying and reconciling the originals of the delivery receipts with their records before paying its obligations, Ching, as a means of implementing their intention not to pay CPPC, borrowed from the latter the originals of almost all of the aforesaid delivery receipts. Contrary, however, to his representation, Ching, after CPPC had surrendered the originals of all the pertinent delivery receipts, still refused to pay. Despite repeated demands, the appellees refused and continued to refuse, to pay the value of the plastic resins. CPPC, through its counsel, sent a demand letter to Ching dated 15 August 2006. In order to enforce its just and valid claim against the appellees, CPPC was constrained to litigate and engage the services of its counsel at the rate of P1,500.00 per hour.

In their Answer,[3] the appellees, denied having purchased from CPPC plastic resin or any product during the period from 5 April 2006 to 23 May 2006. They alleged that in all those instances that Ching acted as business agent of Roncal, Ching had always made it clear with third parties that he was merely an agent and he never

represented himself as an employee or owner of the business he was representing. When CPPC began demanding payment from the appellees, the latter asked what the demand was all about. CPPC then merely showed and did not give the appellees photocopies of some of the supposed delivery receipts. The appellees pointed out that the delivery receipts did not show that CPPC made the deliveries as its letterhead bears the letter “LB”. Also, in one of the supposed delivery receipts, the name of the customer was Precious Plastic. In the other delivery receipts, it was indicated that the recipient was either Gentex or Topmaster. Thus, assuming for the sake of argument that CPPC did make deliveries to Gentex and Topmaster, CPPC could not therefore deny that it knew it was dealing with Gentex and Topmaster and that it clearly knew that Ching was merely acting as an agent for Gentex and Topmaster. The appellees also alleged that the complaint was not verified. By reason of the unfounded complaint, the appellees prayed for moral damages in the amount of One Million Pesos and attorney's fees in the amount of P300,000.00.

During the trial, one of the witnesses that appeared for CPPC was Allan Malapitan, who was the Vice President of CPPC. Allan Malapitan testified that he knew Ching as he was their client before; and that he caused the filing of a criminal case against Ching because the latter failed to pay his obligation despite repeated demands. When Ching purchased on credit the plastic products, he did not sign any document as proof because in Chinese tradition, his face served as the sole guarantee. He also explained that the customer name, Precious Plastic, appearing on the delivery receipt was merely supplied by Ching.[4]

Another witness that appeared for CPPC was Mario Prado, who testified that he was employed by CPPC as delivery driver in 2006. Mario Prado narrated that he made many deliveries in May 2006 to Gentex and the proof that the deliveries were made was the delivery receipts which Gentex had put a stamp mark on. He, however, merely stayed in the delivery truck as he had a helper who was the one who actually delivered the items and the receipts to Gentex and who was present when the items were received. He also admitted that he can no longer remember the exact number, as well as the date, of the deliveries that he had made. He also said that the raw materials that he delivered came from CPPC's warehouse in Lawang Bato and that the “LB” in the delivery receipts referred to Lawang Bato.[5]

On the part of the appellees, Ching testified that it was his sister-in-law, Roncal, who was doing business under Gentex Plastic Manufacturing and that he had sometimes acted as an agent of Gentex. Between 5 April to 23 May 2006 he talked to one of the suppliers of Gentex, Resinsource Inc., through its representative, Liotongco. Gentex ordered 2,000 bags of propelinas yarn and 800 bags of egyptene from Resinsource and paid P4,873,000.00 in check,which was dated 5 May 2006. He also testified that the delivery receipts attached to the complaint were signed by the persons in charge of the records of Gentex. He likewise admitted that he received the Statement of Account, but he later found out, after his sister-in-law checked with the records, that they did not order the said goods from CPPC. He relayed the information to Butch Go, whom he believed was the owner of CPPC, and the latter asked him for a photocopy of the the check that he paid to Resinsource. When Butch Go saw the check, he told Ching that he would go after the free lancer, Dennis Gao, who was the one who ordered the resins from him.

After due proceedings, the RTC dismissed the complaint for lack of preponderance of evidence. According to the trial court, a perusal of the delivery receipts showed that they did not reflect the identity of the person from Gentex who actually received the plastic products as well as the price of the products covered by the deliveries. While CPPC presented as witness their driver Mario Prado, the latter in his testimony in open court could not recall when he made said deliveries to Gentex. He also testified that he was not the one who carried the plastic products from the delivery van to Gentex but his two helpers. Mario Prado merely stayed in the van but he knew that the products were supposed to be delivered to Gentex. The delivery receipts do not reflect the signature of the person who actually received the products. There was only the stamp mark “GENTEX”. To the mind of the trial

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court, CPPC failed to prove that it delivered the products to Gentex; that the same were actually received by Gentex for the period April 5, 2006 to May 23, 2006; and that the alleged purchase of GENTEX amounted to P4,014,353.12.

In its appeal, the CPPC assigned as sole error:

> "THE TRIAL COURT ERRED IN RULING THAT PLAINTIFF FAILED TO PROVE ITS CASE BY PREPONDERANCE OF EVIDENCE."

CPPC contends that the bare denials of the appellees that they did not purchase plastic resins from CCPC were contrary to the documentary and testimonial evidence. It pointed out that in the delivery receipts which were admitted by the trial court, it clearly appeared that Gentex and Topmaster received the goods mentioned in the receipts. Such fact cannot be denied given the signatures of the representatives of Gentex and Topmaster on the delivery receipts proving acknowledgment of receipt of such goods. No less than Ching confirmed that the signatures appearing in the delivery receipts signifying receipt of the goods covered therein were that of Gentex's and Topmaster's representatives. In addition, Mario Prado, one of the drivers of Roncal, testified that he made deliveries to Gentex during the month of May 2006, as evidenced by the delivery receipts, contrary to the claim of the appellees that they did not purchase raw materials from appellant during the said month and year. CPPC also noted that despite his denial of liability, Ching had continuously talked and negotiated with CPPC in regard to the latter's claim. In fact, Ching even met with the representatives of CPPC to thresh out the matter and even admitted that he had received the Statement of Account pertaining to its claim. Such circumstances only bolster the position of CPPC, for if there was no basis to its demand for payment, then the logical reactions of the appellees would have been to simply ignore appellant's effort to collect.

We find the appeal bereft of merit.

CPPC presented its former driver Mario Prado to prove that the latter made various deliveries to Gentex during the month of May 2006. It must be noted, however, that while Mario Prado claimed that there were several instances that he had delivered plastic products to Gentex, he however, could no longer remember the amounts of the deliveries that he had made and the exact dates when he made the same. In fact, he even admitted that he was not the one who made the actual delivery as he merely stayed in the delivery truck; and that it was his helper who delivered the products and the delivery receipts to Gentex. CPPC likewise presented photocopies of delivery receipts to prove that the appellees had purchased plastic products from CPPC and that the same were delivered to them. It must be noted that the present action is for collection of a sum of money. A perusal, however, of the delivery receipts shows that the prices of the plastic products that were allegedly purchased by the appellees were not indicated therein. Other than the photocopies of the delivery receipts, CPPC failed to present any proof that the appellees had purchased and received from them plastic products in the amount of Four Million Fourteen Thousand Three Hundred Twelve Pesos and Fifty Centavos (P4,014.312.50). Inasmuch as there are no other pieces of evidence that could support CPPC's claim that it had indeed delivered to the appellees the plastic resins in the amount of Four Million Fourteen Thousand Three Hundred Twelve Pesos and Fifty Centavos (P4,014.312.50) and that the latter had purchased and received the same during the period from 5 April 2006 to 23 May 2006, CPPC clearly failed to establish its cause by a preponderance of evidence.

All told, the errors claimed to have been committed by the trial court had not been sufficiently substantiated. We found no basis with which to disagree with the trial court's appreciation and assessment of the evidence that had been presented to it. Indeed, mere photo copies of delivery receipts that do not even show the price of the items therein stated and that do not show the name of the person who received the deliveries cannot amount to a preponderance of evidence.

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WHEREFORE, the appeal is DISMISSED and the Decision on appeal is affirmed.

IT IS SO ORDERED.

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Salazar-Fernando, Chairperson and [*]Peralta, Jr., JJ., concur.

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[*]Actg. Third Member vice J. Gaerlan per Office Order No. 100-14-RSF dated 12 March 2014.

[1]Written by Judge Josefina E. Siscar, Branch 55, Manila; Records, pp. 294-300.

[2] Records, PP. 114-119.

[3]Records, PP. 167-175.

[4] TSN, 14 March 2007.

[5] TSN, 26 May 2010 & 26 August 2011.

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