

**JULIAN C. SINGSON AND RAMONA DEL CASTILLO, PLAINTIFF, VS.
BANK OF THE PHILIPPINE ISLANDS AND SANTIAGO FREIXAS, IN HIS
CAPACITY AS PRESIDENT OF THE SAID BANK, DEFENDANTS.**

G.R. No. L-24837. June 27, 1968

Ponente: CONCEPCION, C.J.

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CONCEPCION, C.J.:

Appeal by plaintiffs, Julian Singson and his wife, Ramona del Castillo, from a decision of the Court of First Instance of Manila dismissing their complaint against de-fendants herein, the Bank of the Philippine Islands and Santiago Freixas.

It appears that Singson, was one of the defendants in civil case No. 23906 of the Court of First Instance, Manila, in which judgment had been rendered sentencing him and his co-defendants therein, namely, Celso Lobregat and Villa--Abrille & Co., to pay the sum of P105,539.56 to the plain-tiff therein, Philippine Milling Co. Singson and Lobregat had seasonably appealed from said judgment, but not Villa--Abrille & Co., as against which said judgment, accordingly, became final and executory. In due course, a writ of garnishment was subsequently served upon the Bank of the Phi-lippine Islands - in which the Singsons had a current ac-count - insofar as Villa-Abrille's credits against the Bank were concerned. What happened thereafter is set forth in the decision appealed from, from which we quote:

"Upon receipt of the said Writ of Garnish-ment, a clerk of the bank in charge of all matters of execution and garnishment, upon reading the name of the plaintiff herein in the title of the Writ of Garnishment as a party defendant, without further reading the body of the said garnishment and informing himself that said gar-nishment was merely intended for the deposits of defendant Villa-Abrille & Co., Valentin Teus, Fernando F. de Villa-Abrille and Joaquin Bona, prepared a letter for the signature of the Pre-sident of the Bank informing the plaintiff Julian C. Singson of the garnishment of his de-posits by the plaintiff in that case. Another letter was also prepared and signed by the said President of the Bank for the Special Sheriff dated April 17, 1963.

"Subsequently, two checks issued by the plaintiff Julian C. Singson, one for the amount of P383 in favor of B. M. Glass Service dated April 16, 1963 and bearing No. C-424852, and check No. C-394996 for the amount of P100 in favor of the Lega Corporation, and drawn against the said Bank, were deposited by the said drawees with the said bank. Believing that the plaintiff Singson, the drawer of the check, had no more control over the balance of his deposits in the said bank, the checks were dishonored and were refused payment by the said bank. Af-ter the first check was returned by the bank to the B.M. Glass Service, the latter wrote plain-tiff Julian C. Singson a letter, dated April 19, 1963, advising him that his check for P383.00 bearing No. C-424852 was not honored by the bank for the reason that his account therein had already been garnished. The said B. M. Glass Service further stated in the said letter that they were constrained to close his credit account with them. In view thereof, plaintiff Julian C. Singson wrote the defendant bank a letter on April 19, 1963, claiming that his name was not included in the Writ of Execution and Notice of Garnishment, which was served upon the bank. The defendant President Santiago Freixas of the said bank took steps to verify this information and after

having confirmed the same, apologized to the plaintiff Julian C. Singson and wrote him a letter dated April 22, 1963, requesting him to disregard their letter of April 17, 1963, and that the action of garnishment from his account had already been removed. A similar letter was written by the said official of the bank on April 22, 1963 to the Special Sheriff informing him that his letter dated April 17, 1963 to the said Special Sheriff was considered cancelled and that they had already removed the Notice of Garnishment from plaintiff Singson's account. Thus, the defendants lost no time to rectify the mistake that had been inadvertently committed, resulting in the temporary freezing of the account of the plaintiff with the said bank for a short time.

x x x"

On May 8, 1963, the Singsons commenced the present action against the Bank and its president, Santiago Freixas, for damages[1] in consequence of said illegal freezing of plaintiffs' account.

After appropriate proceedings, the Court of First Instance of Manila rendered judgment dismissing the complaint upon the ground that plaintiffs cannot recover from the defendants upon the basis of a quasi-delict, because the relation between the parties is contractual in nature; because this case does not fall under article 2219 of our Civil Code, upon which plaintiffs rely; and because plaintiffs have not established the amount of damages allegedly sustained by them.

The lower court held that plaintiffs' claim for damages cannot be based upon a tort or quasi-delict, their relation with the defendants being contractual in nature. We have repeatedly held, however, that the existence of a contract between the parties does not bar the commission of a tort by the one against the other and the consequent recovery of damages therefor.[2] Indeed, this view has been in effect, reiterated in a comparatively recent case. Thus, in *Air France vs. Carrascoso*,[3] involving an airplane passenger who, despite his first-class ticket, had been illegally ousted from his first-class accommodation, and compelled to take a seat in the tourist compartment, was held entitled to recover damages from the air-carrier, upon the ground of tort on the latter's part, for, although the relation between a passenger and the carrier is "contractual both in origin and nature x x x the act that breaks the contract may also be a tort".

In view, however, of the facts obtaining in the case at bar, and considering, particularly, the circumstance that the wrong done to the plaintiffs was remedied as soon as the President of the bank realized the mistake he and his subordinate employee had committed, the Court finds that an award of nominal damages - the amount of which need not be proven[4] in the sum of P1,000, in addition to attorney's fees in the sum of P500.00, would, suffice to vindicate plaintiff's rights.[5]

WHEREFORE, the judgment appealed from is hereby reversed and another one shall be entered sentencing the defendant Bank of the Philippine Islands to pay to the plaintiffs said sums of P1,000, as nominal damages, and P500.00, as attorney's fees, apart from the costs.

IT IS SO ORDERED.

Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Sanchez, Castro, and Angeles, JJ., concur.
Fernando, J., took no part.

[1] P100,000 as moral damages, P20,000 as exemplary damages, P20,000 as nominal damages, and P10,000 for attorney's fees and expenses of litigation, plus the costs.

[2] *Cangco v. Manila Railroad*, 38 Phil. 768; *Yamada v. Manila Railroad*, 33 Phil. 8; *Vasquez v. Borja*, 74 Phil. 560.

[3] L-21438, Sept. 28, 1966.

[4] *Ventanilla v. Centeno*, L-14333, January 28, 1961.

[5] Articles 2208 and 2221 of the Civil Code of the Philippines.

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