

PHILIPPINE NATIONAL BANK, PLAINTIFF AND APPELLEE, VS. DALMACIO CATIPON, DEFENDANT AND APPELLANT.

G.R. No. L-6662. January 31, 1956

Ponente: REYES, J.B.L., J.

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REYES, J.B.L., J.:

This appeal is taken from the decision of the Court of First Instance of Manila in its Civil Case No. 15711 sentencing Dalmacio Catipon to pay the Philippine National Bank the principal sum of P3,050.83 with interest thereon from September 1, 1951 until full payment plus costs. The facts are set forth in the judgment appealed from to be as follows:

"The parties stipulate, among other things, that defendant affixed his signature on the Trust Receipt, Exhibit "A" because of his strong desire to get the onions purchased by him from J. V. Ramirez & Co., Inc., and which were duly paid for to said J. V. Ramirez & Co., Inc., and not to plaintiff Bank, as evidenced by receipts marked Exhibits 1, 2 and 3; that his signature was affixed at the Divisoria Market when a son of J. V. Ramirez came to him and explained that the only way to get onions which he bought was to sign the said Trust Receipt Exhibit "A"; that the signature of Dalmacio Catipon (defendant) was affixed long after the trust receipt Exhibit A was signed by J. V. Ramirez; that J. V. Ramirez, who is the President and General Manager of J. V. Ramirez & Co., Inc., is the indenter and importer and that Dalmacio Catipon is only a customer of J. V. Ramirez & Co., Inc.; that "plaintiff filed a claim against J. V. Ramirez in the Insolvency Proceedings of J. V. Ramirez & Co., Inc. (Civil Case No. 3191 of the Court of First Instance of Manila) long before the present complaint was filed"; and that "plaintiff did not realize any cent out of its claim filed in the insolvency proceedings as J. V. Ramirez & Co. has no sufficient assets to meet all claims of the creditors including that of the plaintiff." (Rec. App. pp. 92-93.)

It is also of record that at the instance of the bank, Catipon was charged with estafa (Criminal Case No. 8190) for having misappropriated, misapplied and converted the merchandise covered by the trust receipt; but after due trial was acquitted from the charge. Shortly thereafter, the bank commenced the present action to recover the value of the goods.

Dalmacio Catipon rests his present appeal on three points, the same ones invoked by him in the court below. They are: (1) That his acquittal in the estafa case is a bar to the Bank's instituting the present civil action, because the Bank did not reserve in the criminal case its right to separately enforce the civil liability of the appellant; (2) That under the facts stipulated, the defendant was not liable under the trust receipt; and (3) That if at all, he should be held liable only for one-half of the value of the goods under trust, there being no stipulation that he would be solidarily liable with his co-signer.

We agree with the trial court that the appellant's case has no merit. The decision acquitting appellant Catipon of the charge of estafa does not preclude or bar the filing of this action to enforce his liability as one of the signers of the trust receipt Exhibit "A", for several reasons:

(a) Because the acquittal was predicated on the conclusion "that the guilt of the defendant, Dalmacio Catipon has

not been satisfactorily established", as expressly recited by the decision of acquittal of Judge Alejandro Banlilio Exhibit 4-b, p. 4) and this acquittal being equivalent to one on reasonable doubt, does not preclude a suit to enforce the civil liability for the same act or omission, under Article 29 of the new Civil Code; it does not finally determine nor expressly declare that the fact from which the civil action might arise did not exist (Rule 107, section 1 [d]) ;

(b) Because the declaration in the decision of acquittal to the effect that "if any responsibility was incurred by the accused—that is civil in nature and not criminal" amounts to a reservation of the civil action in favor of the offended party, for the court in its decision had no reason to dwell on a civil liability that it intended to extinguish by the same decision; and

(c) Because if the appellant executed the trust receipt (that the present action seeks to enforce), he is liable *ex contractu* for its breach, whether he did or he did not "misappropriate, misapply or convert the said merchandise" as charged in the information filed in the criminal case.

The second issue raised by appellant is likewise unmeritorious. Whether or not Catipon appended his signature to the trust receipts at the request of the son of his cosigner J. V. Ramirez, and regardless of the arrangements between them, the fact remains that by signing the trust receipt the appellant caused the Bank to believe he assumed the obligations thereunder together with his co-signer; and the Bank having acted on that assumption, induced by the appellant, Catipon, the latter cannot, in equity, be heard now to deny his liability, under the well known principle of estoppel. There is no finding that the Bank was not warned, or had reason to believe that the appellant, in signing the trust receipt, nevertheless did not intend to be bound by its terms, or that there were special arrangements between Ramirez and the appellant.

As to the third defense, it appearing from the stipulation that the merchandise (onions) covered by the trust receipt were delivered by Ramirez to the appellant herein, who disposed thereof, it is but right that he should be the one to answer for their value. Appellant's payments to Ramirez can not diminish the rights of the Bank, since the trust receipt expressly obligated the appellant to pay the Bank and not to his co-signer.

The decision appealed from is affirmed, without prejudice to the appellant's rights against his co-signer J. V. Ramirez & Co., Inc. Costs against appellant. So ordered.

Parás, C. J., Padilla, Montemayor, Reyes, A., Bautista, Angela, Labrador, Concepcion, and Endencia, JJ., concur.

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