

**LUIS JOSEPH, PETITIONER, VS. HON. CRISPIN V. BAUTISTA,
PATROCINIO PEREZ, ANTONIO SIOSON, JACINTO PAGARIGAN,
ALBERTO CARDENO AND LAZARO VILLANUEVA, RESPONDENTS.**

G.R. No. L-41423. February 23, 1989

Ponente: REGALADO, J.

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REGALADO, J.:

Petitioner prays in this appeal by certiorari for the annulment and setting aside of the order, dated July 8, 1975, dismissing petitioner's complaint, as well as the order, dated August 22, 1975, denying his motion for reconsideration of said dismissal, both issued by respondent Judge Crispin V. Bautista of the former Court of First Instance of Bulacan, Branch II.

Petitioner herein is the plaintiff in Civil Case No. 50-V-73 entitled "Luis Joseph vs. Patrocinio Perez, Domingo Villa y de Jesus, Rosario Vargas, Antonio Sioson, Lazaro Villanueva and Jacinto Pagarigan", filed before the Court of First Instance of Bulacan, Branch II, and presided over by respondent Judge Crispin V. Bautista; while private respondents Patrocinio Perez, Antonio Sioson, Jacinto Pagarigan and Lazaro Villanueva are four of the defendants in said case. Defendant Domingo Villa y de Jesus did not answer either the original or the amended complaint, while defendant Rosario Vargas could not be served with summons; and respondent Alberto Cardeno is included herein as he was impleaded by defendant Patrocinio Perez, one of respondents herein, in her cross-claim.

The generative facts of this case, as culled from the written submissions of the parties, are as follows:

Respondent Patrocinio Perez is the owner of a cargo truck with plate No. 25-2 YT Phil '73 for conveying cargoes and passengers for a consideration from Dagupan city to Manila. On January 12, 1973, said cargo truck driven by defendant Domingo Villa was on its way to Valenzuela, Bulacan from Pangasinan. Petitioner; with a cargo of livestock, boarded the cargo truck at Dagupan City after paying the sum of P9.00 as one-way fare to Valenzuela, Bulacan. While said cargo truck was negotiating the National Highway proceeding towards Manila, defendant Domingo Villa tried to overtake a tricycle likewise proceeding in the same direction. At about the same time, a pick-up truck with Plate No. 45-95 B, supposedly owned by respondents Antonio Sioson and Jacinto Pagarigan, then driven by respondent Lazaro Villanueva, tried to overtake the cargo truck which was then in the process of overtaking the tricycle, thereby forcing the cargo truck to veer towards the shoulder of the road and to ram a mango tree. As a result, petitioner sustained a bone fracture in one of his legs.[1]

The following proceedings thereafter took place:[2]

Petitioner filed a complaint for damages against respondent Patrocinio Perez, as owner of the cargo truck, based on a breach of contract of carriage and against respondents Antonio Sioson and Lazaro Villanueva, as owner and driver, respectively, of the pick-up truck, based on quasi-delict.

Respondent Sioson filed his answer alleging that he is not and never was an owner of the pick-up truck and

neither would he acquire ownership thereof in the future.

On September 24, 1973, petitioner, with prior leave of court, filed his amended complaint impleading respondents Jacinto Pagarigan and a certain Rosario Vargas as additional alternative defendants. Petitioner apparently could not ascertain who the real owner of said cargo truck was, whether respondents Patrocinio Perez or Rosario Vargas, and who was the real owner of said pick-up truck, whether respondents Antonio Sioson or Jacinto Pagarigan.

Respondent Perez filed her amended answer with cross-claim against her co-defendants for indemnity and subrogation in the event she is ordered to pay petitioner's claim, and therein impleaded cross-defendant Alberto Cardeno as additional alternative defendant.

On September 27, 1974, respondents Lazaro Villanueva, Alberto Cardeno, Antonio Sioson and Jacinto Pagarigan, thru their insurer, Insurance Corporation of the Philippines, paid petitioner's claim for injuries sustained in the amount of P1,300.00. By reason thereof, petitioner executed a release of claim releasing from liability the following parties, viz: Insurance Corporation of the Philippines, Alberto Cardeno, Lazaro Villanueva, Antonio Sioson and Jacinto Pagarigan.

On December 2, 1974, respondents Lazaro Villanueva, Alberto Cardeno and their insurer, the Insurance Corporation of the Philippines, paid respondent Patrocinio Perez' claim for damages to her cargo truck in the amount of P7,420.61.

Consequently, respondents Sioson, Pagarigan, Cardeno and Villanueva filed a "Motion to Exonerate and Exclude Defs./Cross defs. Alberto Cardeno, LAzaro Villanueva, Antonio Sioson and Jacinto Pagarigan on the Instant Case", alleging that respondents Cardeno and Villanueva already paid P7, 420.61 by way of damages to respondent Perez, and alleging further that respondents Cardeno, Villanueva, Sioson and Pagarigan paid P1,300.00 to petitioner by way of amicable settlement.

Thereafter, respondent Perez filed her "Opposition to Cross-defs. Motion dated Dec. 2, 1974 and Counter Motion" to dismiss. The so-called counter motion to dismiss was premised on the fact that the release of claim executed by petitioner in favor of the other respondents inured to the benefit of respondent Perez, considering that all the respondents are solidarily liable to herein petitioner.

On July 8, 1975, respondent judge issued the questioned order dismissing the case, and a motion for the reconsideration thereof was denied. Hence, this appeal, petitioner contending that respondent judge erred in declaring that the release of claim executed by petitioner in favor of respondents Sioson, Villanueva, and Pagarigan inured to the benefit of respondent Perez; ergo, it likewise erred in dismissing the case.

We find the present recourse devoid of merit.

The argument that there are two causes of action embodied in petitioner's complaint, hence the judgment on the compromise agreement under the cause of action based on quasi-delict is not a bar to the cause of action for breach of contract of carriage, is untenable.

A cause of action is understood to be the delict or wrongful act or omission committed by the defendant in violation of the primary rights of the plaintiff.[3] It is true that a single act or omission can be violative of various rights at the same time, as when the act constitutes juridically a violation of several separate and distinct legal obligations. However, where there is only one delict or wrong, there is but a single cause of action regardless of the number of rights that may have been violated belonging to one person.[4]

The singleness of a cause of action lies in the singleness of the delict or wrong violating the rights of one person. Nevertheless, if only one injury resulted from several wrongful acts, only one cause of action arises.[5] In the case

at bar, there is no question that the petitioner sustained a single injury on his person. That vested in him a single cause of action, albeit with the correlative rights of action against the different respondents through the appropriate remedies allowed by law.

The trial court was, therefore, correct in holding that there was only one cause of action involved although the bases of recovery invoked by petitioner against the defendants therein were not necessarily identical since the respondents were not identically circumstanced. However, a recovery by the petitioner under one remedy necessarily bars recovery under the other. This, in essence, is the rationale for the proscription in our law against double recovery for the same act or omission which, obviously, stems from the fundamental rule against unjust enrichment.

There is no question that the respondents herein are solidarily liable to petitioner. On the evidence presented in the court below, the trial court found them to so liable. It is undisputed that petitioner, in his amended complaint, prayed that the trial court hold respondents jointly and severally liable. Furthermore, the allegations in the amended complaint clearly impleaded respondents as solidary debtors. We cannot accept the vacuous contention of petitioner that said allegations are intended to apply only in the event that execution be issued in his favor. There is nothing in law or jurisprudence which would countenance such procedure.

The respondents having been found to be solidarily liable to petitioner, the full payment made by some of the solidary debtors and their subsequent release from any and all liability to petitioner inevitably resulted in the extinguishment and release from liability of the other solidary debtors, including herein respondent Patrocinio Perez.

The claim that there was an agreement entered into between the parties during the pre-trial conference that, after such payment made by the other respondents, the case shall proceed as against respondent Perez is both incredible and unsubstantiated. There is nothing in the records to show, either by way of pre-trial order, minutes or transcript of the notes of the alleged pre-trial hearing, that there was indeed such an agreement.

WHEREFORE, the challenged orders of the respondent judge are hereby **AFFIRMED**.

SO ORDERED.

Melencio-Herrera, (Chairman), Paras, Padilla, and Sarmiento, JJ., concur.

[1] Rollo, 5-7, 24-26.

[2] Ibid., 6-9, 26-27; Petitioner's Brief, 2.

[3] Racoma vs. Fortich, et al., 39 SCRA 520 (1971).

[4] I Moran, 1979 Ed., 129-130.

[5] Op. cit., id., 132,136.

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