

**THE PEOPLE OF THE PHILIPPINES, PLAINTIFF AND APPELLANT, VS.
GANTANG KASIM, ET AL., DEFENDANTS. LUZON SURETY CO., INC.,
BONDSMAN AND APPELLEE.**

G.R. No. L-12624. May 25, 1960

Ponente: PARAS, C.J.

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PARAS, C.J.:

On October 25, 1955, an information was filed before the Court of First Instance of Cotabato charging Gantang Kasim, Lanao Moro and Talodsuk Hadji, Makamad with the crime of theft of large cattle. When the case was called for hearing on June 8, 1956, the court was informed by defense counsel Atty. Mama Sinsuat that accused Lanao Moro could not be located. On motion by the fiscal, the trial court issued an order of confiscation of the bond filed by the said accused and the Luzon Surety Co., Inc., and said Company was given thirty days within which to produce the body of the accused and to explain why judgment against the bond should not be rendered.

On three occasions, the Surety Company asked for, and was granted, postponements to enable it to produce the body of the accused. On October 25, 1956, it filed a motion conceding partial confiscation of the bond to the amount of P1,000, and asked the court a quo for the issuance of a warrant of arrest. The motion was granted, and an order was made directing the bonding company to pay to the government the sum of P1,000 as partial liability under the bond. The warrant of arrest was likewise issued.

The present appeal is on the question whether or not the trial court has authority to relieve the bonding company from a part of its P4,000 liability under the bail bond by ordering a mere partial (P1,000) confiscation of the bond, even though the body of its principal has not been surrendered to the court, and despite several extensions of time granted said company to produce him.

The reasons for the non-production of the accused in court were allegedly:

- That he had transferred his residence from Dinaig, Cotabato to Dansalan, Lanao, without notifying the bondsman;
- That he had gone into hiding in Paulas, Ganasi, Lanao, a place allegedly reputed to be a sanctuary for Moro criminals and bandits.

It is to be noted that all these reasons were based on information received by the bonding company from the defense counsel. It is natural that said counsel will try to protect the best interests of his client. The bonding company has no first-hand knowledge of the whereabouts of the accused. His production in court would not have been impossible had the bonding company itself diligently performed its duty. Right at the start, when the accused was not present in court during the first hearing, the company should have adopted some course of action to insure his appearance at the next hearing instead of merely relying on information furnished by the defense counsel. Indeed, it should have been more earnest and conscientious in the performance of its obligation.

It is the bonding company's responsibility to produce the accused before the court whenever required. Failure to

so produce is indisputably a complete breach of the guaranty.

"When bail is given, the principal is regarded as delivered to the custody of his sureties. Their dominion is a continuance of the original imprisonment. Whenever they choose to do so, they may seize him and deliver him up in their discharge; and if that cannot be done at once they may imprison him until it can be done. They may exercise their rights in persons or by agent. They may pursue him into another State; may arrest him on the Sabbath; and if necessary, may break and enter his house for that purpose". (Taylor vs. Taintor, 83 Su.S. 366, 371. See also U.S. vs. Sunico, 40 Phil., 826, 832.)

In accordance with Section 15, Rule 110 of the Rules of Court, if the bonding company fails to produce the body of its principal, or to give a satisfactory reason for his non-production, a judgment shall be rendered against it on its bond.

In view of the foregoing, the order appealed from is reversed. It is hereby ordered that the bond filed by appellee bonding company be ordered confiscated to its full amount. So ordered.

Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Barrera, and Gutierrez David, JJ., concur.

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