

PEOPLE OF THE PHILIPPINES, PLAINTIFF AND APPELLEE, VS. JOSE L. CHUPECO, DEFENDANT AND APPELLANT.

G.R. No. L-19568. March 31, 1964

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

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/d3400db855b6/>

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

Appeal from a decision of the Court of First Instance of Manila (in its Crim. Case No. 14786) to the Court of Appeals, but which the latter court, pursuant to Section 17 of the Judiciary Act of 1948, as amended, had certified to the Supreme Court as a case in which the jurisdiction of an inferior court is in issue.

The accused-appellant, Jose L. Chupeco, was charged on 2 February 1951 before the Court of First Instance of Manila under the following information:

"That on or about the 28th day of November, 1947, in the City of Manila, Philippines, the said accused being the owner of, and, having previously on the 24th day of July, 1946, executed a Chattel Mortgage on the following properties:

"An open shed under construction to be used as sawmill building, containing an area of 350 sq.ra. more or less, located at Sitio Saguing, Dinalupihan, Bataan.

SAWMILL MACHINERY & EQUIPMENT:

One 'Wheland' Circular sawmill No. 3 complete "with carriage and w/60" inserted circular saw (new) ;

One Gray Marine Full Diesel Engine 225 H.P. Serial No. 13835, Engine No. C-17040;

One RD-14 Tractor with Bulldozer, motor No. 6719028;

One D-6 Caterpillar tractor motor 626-134;

One Clittract International Caterpillar Motor No. 2398-D

One Air compressor (Aray type) ;

One complete set of welding instruments (local made);

One Lathe machine—F.E. Reed Co. Length 8' swing 8";

One planer for iron and steel—F.E. Reed & Co.;

One tracing machine and one vise (local made) ;

Transportation Units:

One Chevrolet truck Model 1941 Motor No, KR-214658— 1946 Plate No. 9794;

One International Baby truck Model 1938 Motor No. ND-13-6470;

One G.M.C Array truck 6 x 6 Motor No. 70485739—Plate No. 10239;

One Willys Jeep Motor No. Dp2977—Plate No. 1512";

located at sitio Saguing, Dinalupihan, Bataan, in favor of the Agricultural and Industrial Bank, whose capital, assets, accounts, contracts and choses in action were subsequently transferred to the herein complainant Rehabilitation Finance Corporation, an institution created and operating pursuant to the provisions of Republic Act No. 85, with principal office at the City of Manila, Philippines, to secure a loan of P20,000.00 from said Agricultural and Industrial Bank, did then and there willfully, unlawfully and feloniously (on the aforesaid date of 28th day of November, 1947, with intent to defraud the said Rehabilitation Finance Corporation, pledge and incumber, or cause to be pledged and incumbered the same personal properties to one Mates B. Pinilo without having fully satisfied the mortgage and during the term thereof and without the consent of the mortgagee bank written on the back of the mortgage, and, thereafter knowingly transfer and remove, or cause to be transferred and removed the said properties to the municipality of Subic, Zambales, also without the written consent of the mortgagee bank, to the damage and prejudice of the said Rehabilitation Finance Corporation in the sum of P15,935.80, Philippine currency, representing the unpaid balance of the aforesaid mortgage."

The accused moved to quash the foregoing information on the ground that more than one offense is charged and that the court had no jurisdiction. Upon denial of the motion, the accused was arraigned and he entered a plea of not guilty. After the case was partly tried, the defense counsel and the fiscal entered into an agreement to have the information amended to the effect that the charge be only for removal of properties mortgaged, eliminating the portion referring to pledging already pledged property. The information, however, remained un-amended. The accused then filed a motion to dismiss invoking the agreement, but the court denied it, and ordered that the case be tried on the charge "of having pledged property which had been previously pledged or mortgaged". After trial, the court found the accused guilty of the said offense, and imposed a penalty of two months and one day of *arresto mayor*.

Not satisfied, the accused interposed an appeal to the Court of Appeals, but the said court certified the case to the Supreme Court, as formerly stated.

The accused attacks the jurisdiction of the trial court on the strength of the agreement with the fiscal to discard the charge of repledging or reencumbering the chattels already mortgaged to the Agricultural and Industrial Bank, thus leaving in force only the accusation of having transferred the encumbered property from Bataan to Zambales without the consent of the mortgagee. It is argued that since the place where the chattels were, as well as the site to which they were moved, are both outside of Manila, the courts of the latter acquired no jurisdiction to try the case, because the offense was not committed within the Manila territory.

We find this stand without merit. The original terms of the charge averred (and it is not disputed) the crime of repledging already encumbered property without the creditor's consent, and one of the essential ingredients of the offense (the execution of the first mortgage) having been alleged to have taken place in Manila, the court of first instance of that city acquired jurisdiction over the offense under the Rules of Court (*People vs. Mission*, 48 O.G., 1331; Rule 110, section 9). It is well established that once vested, the jurisdiction is not tolled by subsequent amendment or stipulation (*McClain vs. Kansas City Bridge Co.*, 83 SW, 2d, 132; *Shankle vs. Ingram*, 45 S.E. 578; *Walton vs. Mardeville Dowling & Co.*, 5 NW. 776), which in this case amounted to no more than an avowal by the prosecution that it could not establish the other elements of the offense.

Furthermore, the court actually rejected the defense motion to dismiss, and directed that the case be tried on the original charge of repledging property already encumbered. The accused obeyed that directive, and by so doing it renounced the claim that the information had been so amended as to discard that particular averment.

But the fatal error in the decision appealed from is its disregard of the fact that the evidence fails to show that the properties mortgaged to the Bank are the same ones encumbered afterwards to Mateo Pinili. In fact, the Office of the Solicitor General recommends the acquittal of the accused on this very ground (Brief, pp. 10-11).

There is no question that the herein accused executed in the City of Manila a Chattel Mortgage, Exhibit "D", on the properties located in Bataan and listed in the information in favor of the Agricultural and Industrial Bank on 24 July 1946; and that the accused pledged or encumbered, in the City of Manila, on 28 November 1947 the properties listed in Exhibit "E", which are as follows:

"One (1) sawmill with gray marine engine 125 H.P. circular saw and all appurtenances, implements and parts, also building, camarin and housing improvements under Tax No. 1260-V for 1947, assessed at P8,000.00 paid under O.R. No. 59318, dated May 14, 1947, Dinalupihan, Bataan;

"One (1) bulldozer H.D.-14, with dozor, Make: Allis-Chalmers, Eng. No. 3251541;

"Two (2) cargo trucks (6 x 6), Eng. No. 220314218—Reg. No. 17094 afts Eng. 220359225—Eng. No. 17093."

However, there is nothing in the evidence to show that the properties listed in Exhibit "D" and in the information are the same properties listed in Exhibit "E". The descriptions are materially different.

An essential element common to the two acts punished under Article 319 of the Revised Penal Code is that the property removed or repledged, as the case may be, should be the same or identical property that was mortgaged or pledged before such removal or repledging. Therefore, even if the Court of First Instance of Manila had jurisdiction over the case, the accused cannot be found guilty on the evidence on record of the crime for which he stands indicted.

For the foregoing reasons, the appealed decisions is hereby reversed, and another one entered acquitting the accused Jose L. Chupeco. No pronouncement as to costs.

Bengzon, C. J., Padilla, Bautista Angelo, Labrador, Concepcion, Barrera, Paredes, Dizon, Regala and Makalintal, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.