

ANITA CAOILE AND ERLINDA GATCHALIAN, PETITIONERS, VS. THE COURT OF APPEALS AND SOLEDAD F. DE JESUS, RESPONDENTS.*G.R. No. 106929. September 21, 1993*

Ponente: DAVIDE, JR., J.

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Petitioner Erlinda Gatchalian* seeks to set aside the Decision of the Court of Appeals in CA-G.R. CV No. 26439[1] which modified the Decision of Branch 53 of the Regional Trial Court of Manila in Civil Case No. 86-36543[2] by holding her "jointly and severally liable with Anita Caoile to the appellants in the sum of P61,000.00 with its interest of 12% per annum from the date of the filing of the complaint until full payment."

The facts of the case as found by the trial court and adopted by the public respondent are as follows:

Sometime in January 1986, Soledad de Jesus met Erlinda Domingo (hereinafter Domingo), a resident of Sterling Life Homes, Las Piñas, Metro Manila. Soledad de Jesus intimated to Domingo that she was interested in buying a residential lot. Upon reaching home, Domingo got in touch with her "kumadre," Erlinda Gatchalian (hereinafter Gatchalian), also a resident of Sterling Life Homes, and informed her of Soledad de Jesus' desire to buy a residential lot. Gatchalian told Domingo that she knew of a lot for sale in the subdivision. A Caridad Tameta also informed Soledad about the said lot. Soledad, together with Tess Tameta (sister of Caridad), Domingo and Gatchalian, inspected the lot, which was identified as Lot No. 5, Block 8 of the subdivision. She decided to buy it.

Thereafter, accompanied by Domingo and Gatchalian, Soledad went to the office of Sterling Life Assurance Corporation, the developer of Sterling Life Homes Subdivision, at the Sterling Life Condominium, Legaspi Village, Makati, Metro Manila. Soledad was introduced to Anita Caoile, Chief Accountant and Assistant Vice-President of Sterling Life Assurance Corporation. Anita assured Soledad that the lot was for sale and gave the latter a photocopy of the certificate of title over the lot (TCT No. S--16655) in the name of the corporation. The lot has an area of two hundred forty (240) square meters. Anita required Soledad to pay P10,000.00 as a deposit for the lot on 3 February 1986, which the latter paid as evidenced by a receipt signed by Anita Caoile as "agent." [3] The total agreed price for the lot was P120,000.00 or P500.00 per square meter. [4] Soledad verified the status of the property from the Register of Deeds of Makati and was informed that the lot was not mortgaged and was still in the name of the Sterling Life Assurance Corporation. On 5 February 1986, Soledad paid a second installment in the amount of P61,000.00 to Anita Caoile at the office, a receipt for which was signed by Anita as "agent" and by Gatchalian, also as "agent." [5] On 18 March 1986, Soledad paid another installment in the amount of P39,000.00 to Anita Caoile when the latter went alone to the formers house. Anita issued a receipt therefor. [6] Soledad paid the balance of P10,000.00 to Anita Caoile on 21 March 1986 and the latter issued a consolidated receipt, under oath, in the total sum of P120,000.00 "as full payment of Lot 5, Block 8, Sterling Life Homes Subdivision, Pamplona, Las Pinas." [7]

After she had fully paid the price of the lot, Soledad de Jesus demanded from Anita Caoile the delivery of the corresponding Deed of Sale and the Transfer Certificate of Title but the latter could not comply. Soledad then

discovered upon inquiry from Alberto N. Villareal, Vice-President of Sterling Life Assurance Corporation, that Anita was not authorized to sell the lot, that Lot No. 5 was sold to one Ruben Rodis under a Memorandum of Agreement dated 29 December 1977 and a Contract to Sell, that Anita was forced to resign from Sterling Life Assurance Corporation because of the anomalies she committed in the corporation, and that she had not been reporting for work since May 1986. Soledad thus filed a complaint for a sum of money against Caoile, Domingo, Gatchalian and Sterling Life Assurance Corporation with the Regional Trial Court of Manila, which was docketed as Civil Case No. 86-36543 and raffled off to Branch 53 of the said court.[8]

In due course, the trial court rendered a judgment on 12 January 1990 against defendant Anita Caoile only. The dispositive portion thereof reads:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against defendant Anita Caoile, ordering the latter to pay the plaintiff the amount of P120,000.00, plus interest thereon at the rate of twelve (12%) percent per annum from the date of the filing of the complaint until the same is fully paid; attorney's fees equivalent to twenty percent (20%) of the amount due, plus costs of suit.

Plaintiffs' complaint with respect to the other defendants Erlinda Gatchalian, Erlinda Domingo and Sterling Life Assurance Corporation are hereby dismissed for lack of sufficient evidence.

The respective counterclaims filed by the defendants Erlinda Gatchalian and Erlinda Domingo, and the defendant Sterling Life Assurance Corporation, are likewise dismissed."[9]

In dismissing the complaint against Domingo and Gatchalian, the trial court made the following findings:

"The Court does also find sufficient evidence to hold defendants Erlinda Gatchalian and Erlinda Domingo liable to the plaintiff for the transaction involved herein. It does not appear that Domingo and Gatchalian knew that the said lot was no longer available for sale x x x at the time they tried to help the plaintiff buy the lot from the defendant Sterling Life Assurance Corporation. While it is true that defendant Gatchalian co-signed with defendant Caoile the receipt, dated February 5, 1986, for P61,000.00 (Exh. A-1; Exh. 2-A), there is no evidence to show that she received a commission and how much, if any, from the defendant Caoile who acknowledged having received the total amount of P120,000.00 from the plaintiff shows that she actually received the said amount, and must take full responsibility therefore. As a matter of fact, when the plaintiff testified on cross-examination on August 6, 1987, in answer to questions propounded by counsel for defendants Domingo and Gatchalian, she stated that defendant Domingo did not receive any amount from her, and that she does not know if defendants Domingo and Gatchalian had any commission from defendant Caoile. The defendants Domingo and Gatchalian are actually lot owners in the Sterling Life Homes Subdivision and were trying to help the plaintiff purchase the lot in question from the defendant Sterling Life Assurance Corporation.

The defendant Gatchalian is a mere third grader. It was the defendant Caoile who prepared the receipt for P61,000.00. According to defendant Gatchalian, she was asked by the defendant Caoile to sign the said receipt for P61,000.00 as a witness thereof. Defendant Gatchalian did not sign any other receipts (See: Exhs. A, A-2, A-3, and B). It would not also be amiss to state that while the plaintiff filed a complaint for Estafa against the defendant Anita Caoile y Sison, she did not include the two (2) other defendants Domingo and Gatchalian, and that an Information for Estafa, dated June 16, 1986, was filed only against the defendant Caoile in Criminal Case No. 86-45988 of the Regional Trial Court of Manila (Exh. E). Why? Evidently, the plaintiff herself was not convinced that defendants Domingo and Gatchalian conspired with the defendant Caoile.

The evidence also shows that the plaintiff never asked for reimbursement of any amount from the defendants Domingo and Gatchalian before filing this case, unlike in the case of defendant Caoile whom [s]he asked to

reimburse the said amount of P120,000.00 when the latter could not deliver the corresponding Deed of Sale in her favor, as well as the aforementioned Transfer Certificate of Title No. S-16655."[10]

Not satisfied with the decision of the trial court, Soledad de Jesus appealed to the Court of Appeals on the lone issue of whether or not defendants Domingo, Gatchalian and Sterling Life Assurance Corporation are jointly and severally liable with Anita Caoile for the sum of P120,000.00. The appeal was docketed as CA-G.R. CV No. 26439. As adverted to in the beginning, the Court of Appeals, in its Decision of 10 June 1992,[11] modified the appealed decision by holding Gatchalian jointly and severally liable with Anita Caoile in the amount of P61,000.00. The dispositive portion of the decision reads:

"PREMISES CONSIDERED, the appealed decision is AFFIRMED but with the modification consisting of declaring Eerlinda [sic] Gatchalian jointly and severally liable with Anita Caoile to the appellants in the sum of P61,000.00 with its interest of 12% per annum from the date of the filing of the complaint until full payment."

The reason for the said modification is stated by the Court of Appeals thus:

"We note that Erlinda Gatchalian must be held accountable for at least a part of the money paid by appellants. A receipt, Exh. A, A-1; Exh. 4, 4-A, and dated February 5, 1986, reads:

‘Received from Mrs. Soledad F. de Jesus of 1811 G. Rivera St., Kahilom, Pandacan, Manila, the sum of SIXTY ONE THOUSAND PESOS only as partial payment on Block 8, Lot 5 of Sterling Life Homes Subdivision in Pamplona, Las Pinas.

Received by:

(Sgd.) Anita S. Caoile

Agent

and

(Sgd.) Erlinda Gatchalian

Agent’”[12]

In her motion for reconsideration, Gatchalian alleged that there was a misapprehension of facts on the part of the Court of Appeals because there is no evidence that she received a commission or any amount from Soledad de Jesus or from Anita Caoile, for which reason the trial court did not hold her liable.

On 3 September 1992, the Court of Appeals denied the motion for reconsideration in this wise:

"The premise for the finding of liability was not that Gatchalian ‘actually received a commission x x x.’ The receipt, EXH. A dated February 5, 1986 clearly indicates that Gatchalian received jointly with Caoile, the sum of P61,000.00 from appellant (Decision, p. 10). Regardless of whether a commission was paid, there is no escaping the conclusion derived from the receipt, and admitted by Gatchalian, that she received the amount of P61,000.00. With this as premise, it was incumbent on Gatchalian to explain the disposition of the money, a burden which she failed to discharge.”[13]

Gatchalian then filed this petition on 24 October 1992 after obtaining an extension of time within which to do so. We resolved to give due course to the petition after the private respondents had filed the required comment.

The only issue of importance in this case is whether on the sole basis of the receipt for P61,000.00, which she signed as "agent" with Anita Caoile, the petitioner became solidarily liable with Anita. The petitioner maintains that she could not be liable thereon for the reasons explicitly stated by the trial court. Private respondents, on the

other hand, urge us to uphold the judgment of the Court of Appeals.

We find the petition to be meritorious.

Both the Court of Appeals and the private respondents placed undue emphasis and reliance upon the word "agent" typed below the signature of the petitioner in the receipt in question. The trial court, however, observed and concluded that:

"It was the defendant Caoile who prepared the receipt for P61,000.00. According to defendant Gatchalian, she was asked by the defendant Caoile to sign the said receipt for P61,000.00 as a witness thereof. Defendant Gatchalian did not sign any other receipts." [14]

There is as well no evidence to show that it was Gatchalian who received the P61,000.00. That Soledad did not include Gatchalian as a co-respondent of Anita in the estafa case and did not demand reimbursement from Gatchalian before filing Civil Case No. 86-36543 are strong indications that the latter never received anything on account of the subject transaction.

More importantly, it was established that on 21 March 1986, Anita Caoile executed and issued to Soledad de Jesus a sworn consolidated receipt. [15] Said receipt includes the P61,000.00 indicated in Exhibit "A-1." This is an admission by Anita that the total purchase price of P120,000.00 was in fact received by her alone. As correctly found by the trial court, no conspiracy among Caoile, Domingo and Gatchalian was proven by Soledad de Jesus. We are thus unable to find any valid basis for holding Gatchalian solidarily liable with Anita Caoile in the amount of P61,000.00. The public respondent's ruling in this regard is unsupported by the evidence. It either overlooked or misapprehended some material facts established in evidence or drew incorrect inferences therefrom. Hence, there is every reason for us to depart from the general rule that the findings of fact of the Court of Appeals are binding upon us. [16]

WHEREFORE, the instant petition is GRANTED. The decision appealed from is SET ASIDE and the decision of Branch 53 of the Regional Trial Court of Manila in Civil Case No. 86-36543 is REINSTATED.

Costs against the private respondents.

SO ORDERED.

Cruz, (Chairman), Bellosillo, and Quiason, JJ., concur.
Griño-Aquino, J., on leave.

* The inclusion of Anita Caoile as another petitioner in the caption is erroneous she did not appeal from the decision of the Court of Appeals.

[1] Per Associate Justice Serafin E. Camilon, concurred in by Associate Justices Jorge S. Imperial and Cancio C. Garcia.

[2] Entitled "Soledad F. De Jesus, et al. vs. Anita Caoile, et al."

[3] Exhibit "A," "A-2"; Exhibit "2."

[4] Exhibit "B"; Exhibit "1"-Gatchalian and Domingo.

[5] Exhibit "A-1"; Exhibit "2-A."

[6] Exhibit "A-3"; Exhibit "2-C."

[7] Exhibit "B"; Exhibit "1"-Gatchalian and Domingo.

[8] Rollo, 7.

[9] Id., 24-25.

[10] Rollo, 29-31.

[11] Annex "A" of Petition; Rollo, 24-34.

[12] Id., 33.

[13] Annex "B" of Petition; Rollo, 36.

[14] Rollo, 30-31.

[15] Exhibit "B"; Exhibit "1"-Gatchalian and Domingo.

[16] Remalante vs. Tibe, 158 SCRA 138 [1988]; Cruz vs. Court of Appeals, 201 SCRA 495 [1991]; Borillo vs. Court of Appeals, 209 SCRA 130 [1992].

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