

F.E. ZUELLIG (M), INC., PETITIONER, VS. COURT OF APPEALS AND TOMAS VALLES, DOING BUSINESS UNDER THE NAME AND STYLE OF JAMES AUTO SUPPLY, RESPONDENTS.

G.R. No. 85659. September 06, 1991

Ponente: CRUZ, J.

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CRUZ, J.:

Why an ordinary collection case involving a not considerable amount should be elevated to as high as this Court should be cause for wonder and dismay for those seriously concerned with the systematic and speedy administration of justice in this country. As it happens, however, there are certain important legal issues involved in this petition that have even prompted the Court to give it due course for a more exhaustive study.

The case arose when petitioner F.E. Zuellig, Inc. sued respondent Tomas Valles, owner of James Auto Supply, for the sum of P16,121.14, representing the cost of automotive parts allegedly purchased on credit by and delivered to his store on June 15, 1977. In his answer, Valles denied the plaintiff's claim but manifested his willingness to pay the account provided the original of the sales invoice could be produced for his examination.

In the decision rendered by Judge Segundo M. Zosa[1] on October 8, 1982, the complaint was dismissed on the grounds that Zuellig had failed to produce the original of the sales invoice and to prove that Benigno Tiu, who allegedly received the subject articles, was authorized to do so or was connected with Valles' company.

On motion for reconsideration, this decision was set aside on November 12, 1984, by Judge Santiago Ranada, who held that although the original of the sales invoice had not been produced, the duplicate original was sufficient to establish the private respondent's liability.

This decision was in turn reversed by the Court of Appeals on October 26, 1988, on the ground that the sales invoice submitted by Zuellig as Exhibit A could not be considered a duplicate original and that the testimony of the petitioner's Administrative Officer, Cesar T. Ong, that he saw Tiu sign the sales invoice was not credible.[2]

In this petition for review on certiorari, Zuellig faults the respondent court for rejecting Exhibit A and reversing the findings of fact of the trial court.

This case turns on the admissibility and credibility of Exhibit A as proof of the private respondent's liability. The other questions are only secondary but will also be examined as they affect the resolution of the basic issue.

In holding that Exhibit A was an authentic duplicate original of the sales invoice and "proof of delivery of the spare parts by plaintiff to defendant," Judge Ranada applied the following ruling announced by the Court in a number of cases:

With respect to documents prepared in several copies through the use of carbon sheets, the Supreme Court has held that each carbon copy is considered as original provided that the writing of a contract upon the outside sheet, including the signature of the party sought to be charged thereby, produces a facsimile upon the sheets

beneath, such signatures being thus reproduced by the same stroke of the pen which made the surface or exposed impression. However, even if said signature on each copy was written through separate acts (or even on separate occasions), it is submitted that all said carbon copies are regarded as originals if each copy was intended as repository of the same legal act of the party thereto. (People v. Cuines, 44 O.G. 152; People v. Tan, L-14257; People v. Alvarado, 44 O.G. 1520; People v. Mangulabnan, et al., 52 O.G. 6531.)

But the Court of Appeals was not disposed to share this conclusion. In its own view:

An examination of Exhibit A, however, will show that said document does not fall under the category of a "carbon copy considered as original" because the signature of "Benigno Tiu," the person who allegedly received the goods in question, appears to have been written in ballpen ink and therefore not a "facsimile upon the sheet beneath" as contemplated in the cited cases. Furthermore, the signature of "Benigno Tiu" cannot be considered as "intended as repository of the same legal act of the party thereto" because said signature is in itself being disputed and therefore the intention that it be a "repository of the same legal act of the party thereto" had not been established. Contrary to the contention of the lower court, therefore, Exhibit A cannot be considered as "authentic" or a "good proof of delivery of the spare parts by plaintiff to defendant."

We have carefully examined Exhibit A and find we must agree with the respondent court. The words "Benigno Tiu" were indeed written originally in blue ink on the copy of the sales invoice and was not a carbon reproduction of the signature supposedly written on the sheet above, or the original of the sales invoice. Moreover, it has not been shown that as a separate signature on the copy, it was "intended as a repository of the same legal act of Benigno Tiu" because the genuineness of the signature has not been established.

It was for the petitioner as plaintiff in the case below to prove the due execution of the duplicate sales invoice, not for the defendant to disprove it. The petitioner cannot make capital of the failure of the private respondent to present Benigno Tiu for the purpose of denying his supposed signature on the duplicate sales invoice. As it was the petitioner itself that had introduced Exhibit A in evidence, the obligation fell upon it to establish that Tiu's signature on that sales invoice was genuine.

To do this, the petitioner presented Cesar T. Ong, who testified that he actually saw Tiu affix his signature on the duplicate sales invoice.[3] On cross examination, Ong, who described himself as 4'6" in height, said that Tiu was about as tall as he but thinner.[4] Actually, according to the private respondent's counsel, Tiu was "a very fat fellow, very big." [5] This has not been refuted. Ong also testified that as Administrative Officer, he did not usually accompany deliveries but he did so that time because the amount involved was P17,000.00.[6] Yet, as stressed by the private respondent, Ong did not accompany a subsequent delivery on June 14, 1978, also to the same store, when the cost of the materials was P15,900.00.[7]

It is noteworthy that Benigno Tiu's alleged signature was in block letters, which is not the usual way a person signs. The petitioner has also not presented any other sales invoice bearing Tiu's signature, to prove its assertion that he was authorized to receive deliveries for James Auto Supply. Significantly, not one among Exhibits C to C-25, which are all sales invoices duly acknowledged (and paid) by the private respondent, carried a signature similar to that appearing on Exhibit A.

A study of those exhibits also reveals that most of the private respondent's credit purchases did not involve substantial amounts and ranged from an unusual P4,900.00 to only P32.00, for an average of only about P990.00. The questioned sales invoice represented an extraordinary purchase and became all the more curious because it was supposedly signed by Benigno Tiu, who has not been shown to have received any previous deliveries from the petitioner. The fact that the original sales invoice could not be produced renders the duplicate copy even more suspect.

According to the petitioner, it was unable to present the original sales invoice because it had not been submitted to it by its salesman, Elias Ong, who left for the United States after his resignation from the company. Perhaps it is to Ong and not the private respondent that Zuellig should look for an explanation of the unpaid account. Whatever the reason — and this need not be mere oversight — Ong's failure to surrender the original sales invoice to the petitioner should not operate to the prejudice of the private respondent.

The Court feels that, given the above-narrated circumstances, Valles was only being cautious when he refused to pay the account until he was shown the original sales invoice. He had earlier indicated that he would be willing to pay for the goods if he was satisfied that they had really been delivered to him at his store. After all, the duplicate of the sales invoice might have been fabricated only, to foist on him the obligation to pay for merchandise he had not received. The petitioner failed to produce the original sales invoice as required. Hence, the private respondent had every right to disclaim liability for the cost of the articles allegedly covered by such invoice.

We find with the respondent court that, under the applicable rules of evidence, the petitioner has not shown that the private respondent received the merchandise supposedly delivered to him by Elias Ong. The testimony of Cesar T. Ong, who claimed to have witnessed Tiu receive and sign for the subject goods, is not convincing. The other factual findings, being based on the evidence of record and not having been shown to be arbitrary, shall not be disturbed in this proceeding.

WHEREFORE, the challenged decision is AFFIRMED and the petition DENIED, with costs against the petitioner. It is so ordered.

Narvasa, (Chairman), Griño-Aquino, and Medialdea, JJ., concur.

[1] Of the Court of First Instance of Rizal.

[2] Ejercito, J., ponente, with Herrera and Torres, JJ., concurring.

[3] TSN, October 5, 1981, p. 8.

[4] TSN, January 15, 1982, pp. 10-11.

[5] Ibid., p. 12.

[6] Id., p. 6.

[7] Original Records, p. 258.

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