

## SECOND DIVISION

[ G.R. No. 136371, November 11, 2005 ]

**PRUDENTIAL BANK PETITIONER, VS. CHONNEY LIM,  
RESPONDENT.**

### DECISION

**TINGA, J.:**

This treats of the petition for review on *certiorari* of the *Decision*<sup>[1]</sup> of the Court of Appeals,<sup>[2]</sup> dated 31 July 1998, which affirmed with slight modification the *Decision*<sup>[3]</sup> of the Regional Trial Court (RTC),<sup>[4]</sup> granting the action filed by respondent for recovery of sum of money and damages.

Chonney Lim (respondent), the owner of Rikes Boutique located at Session Road, Baguio City, maintained two (2) accounts with Prudential Bank (the bank), namely: Savings Account No. 11264 and Checking Account No. 1262. He availed of the bank's automatic transfer system wherein the funds from his savings account could be transferred to his checking account in case the balance of the latter account was insufficient to cover the checks he issued.

On 14 March 1988, respondent deposited the amount of P34,000.00 with his savings account. According to respondent, the following day, 15 March 1988, he deposited an equal amount with the same savings account. The matter is the crux of contention between the parties, as the bank has steadfastly denied having received the latter deposit from respondent.

On 24 May 1988, respondent issued a check against his current account in favor of the Paluwagan ng Bayan Savings Bank (Paluwagan) in the sum of P2,830.00 in payment of his loan with the said bank. On 25 May 1988, respondent drew another check against his checking account to the order of Teodulo Crisologo in the amount of P10,000.00 as payment for a business transaction with the latter.

The bank, however, dishonored both checks, claiming that respondent did not have sufficient funds in his account with the bank. Upon learning that the first check paid to Paluwagan had been dishonored, respondent wrote a letter<sup>[5]</sup> to the bank on 27 May 1988, asking it to recheck its records. On 30 May 1988, the bank's manager, Tolentino Opiniano (Opiniano), sent a reply letter,<sup>[6]</sup> offering, as an excuse for the dishonor of said check, the inadvertent earlier posting to respondent's account of a postdated check.<sup>[7]</sup> While Opiniano apologized for respondent's inconvenience, he made no commitment to honor this first check.<sup>[8]</sup>

When the second dishonored check came to respondent's knowledge, he immediately wrote a letter<sup>[9]</sup> to the bank, protesting the dishonor of the check. Opiniano sent a reply<sup>[10]</sup> stating that as per records, a deposit slip dated 15 March

1988 for P34,000.00 was received for deposit to Savings Account No. 11264 on 14 March 1988.

Respondent denied having made only one deposit, insisting that he made two deposits of P34,000.00 each, one on 14 March and the other on 15 March. As proof, respondent presented the two separate deposit slips covering the transactions, the first bearing the date 14 March 1988 while the second, the date 15 March 1988.

After the bank had conducted a thorough investigation, on 10 June 1988, Opiniano informed respondent that two deposits were made on 14 March 1988, one for P34,000.00 and the other for P1,000.00; and that two other deposits were made on 15 March 1988: P4,900.00 and P2,900.00. He maintained that although the deposit slip bearing the amount of P34,000.00 is dated 15 March 1988, it was actually received the day before or on 14 March 1988. Thus, the bank's position is that only one deposit of P34,000.00 was made by respondent on 14 and 15 March 1988.<sup>[11]</sup>

In view of the bank's adamant refusal to alter its stand, respondent filed a *Complaint*<sup>[12]</sup> before the RTC, Baguio City for the recovery of P34,000.00 representing his actual deposit and P300.00 as penalty charge, plus damages.

On 27 August 1991, the RTC rendered its *Decision* holding that respondent made two deposits of P34,000.00 apiece. Thus, the RTC ordered the bank to pay the following amounts: P34,000, representing the unposted deposit, with legal interest; P600.00, representing the service charges unjustifiably imposed on respondent, with legal interest; P50,000.00 as moral damages; P25,000.00 as exemplary damages; and P10,000.00 as attorney's fees, plus costs of suit.

On appeal, the Court of Appeals affirmed the decision of the trial court with modification as to the award of moral damages, reducing it to P10,000.00. The testimony of the bank teller, coupled with the fact that the two deposit slips listed different denominations of money totaling P34,000.00 per deposit slip, led the appellate court to conclude that there were indeed two deposits of P34,000.00 each, one made on 14 March and the other on 15 March 1988.

Before this Court, the bank argues in the main that the award of damages by the appellate court is groundless that consequently, the assailed decision is not in accord with law and jurisprudence.<sup>[13]</sup>

As a rule, the findings of fact of the trial court when affirmed by the Court of Appeals are final and conclusive on, and cannot be reviewed on appeal by, this Court as long as they are borne out by the record or are based on substantial evidence. The Court is not a trier of facts, its jurisdiction being limited to reviewing only errors of law that may have been committed by the lower courts.<sup>[14]</sup>

Essentially, as intimated earlier, the issue in the instant case boils down to whether respondent made a deposit of P34,000.00 on 15 March 1988, apart from the deposit of an equal amount the day before, a factual question which was resolved in the affirmative by the RTC, which finding was categorically affirmed by the Court of Appeals. The factual issue is beyond the province of this Court to review or disturb. It is not the function of the Court to analyze or weigh all over again the evidence or

premises supportive of such factual determination. The Court has consistently held that the findings of the Court of Appeals and other lower courts are, as a rule, accorded great weight, if not binding upon it, save for the most compelling and cogent reasons.<sup>[15]</sup>

We find no justification to deviate from the factual findings of the trial court and the appellate court. The bank has utterly failed to convince us that the assailed findings are devoid of basis or are not supported by substantial evidence.

As found by the RTC, respondent indeed made two deposits of P34,000.00 on 14 and 15 March 1988, viz:

On the pivotal issue of whether or not the plaintiff made only one (1) or two (2) deposits of P34,000.00—the first on March 14 and the second on March 15, 1988<sup>&3151</sup>; the Court holds that, from the evidence extant in the record, particularly the admissions of teller Merlita Susan Caasi, the plaintiff has established his claim of having made two (2) deposits of P34,000.00. Thus, Caasi admitted that she impressed her rubber stamp, "Teller 2" and "duplicate" on both the Exhibits "B" and "C" which are plaintiff's file copies of two separate and different deposit slips for P34,000.00 each. Exhibit "B" is a deposit slip, dated March 14, 1988, for P34,000.00 consisting of 300 pieces of P100 bills and 80 pieces of P50.00 bills; while Exhibit "C" is a deposit slip, dated March 15, 1988, also for P34,000.00, but consisting of 340 pieces of P100 bills. It is only Exhibit "C" that appears to have been recorded by the defendant bank (Exhibit "3"). Since teller Caasi acknowledged to have stamped both deposit slips, logic and reason dictates that she should be presumed to have received the amounts covered by them unless she could satisfactorily demonstrate the contrary which she, however, miserably failed to do. The fact that only one (1) deposit of P34,000.00 is recorded in the teller's validating machine and blotter, as well as in the ledger, passbook, bookkeeper's machine tape and blotter, can not help her any for the crux precisely of plaintiff's complaint is defendant's negligence in not recording his other deposit of P34,000.00.<sup>[16]</sup>

The appellate court similarly observed:

On the basis of the evidence adduced by the parties, We are convinced that indeed, appellee deposited P34,000.00 on March 14 and another P34,000.00 on March 15, 1988. These two different transactions are evidenced by two deposit slips marked as Exhibits "B" and "C". The fact that appellant received the amount represented by each deposit slip can be inferred from the testimony of Merlita Caasi, a bank teller:

ATTY. GAYO:

Q: And by stamping the duplicate copy of a depositor, in the case of Mr. Lim, who is in a practice of always preparing a duplicate copy for his file, your mere stamping of the duplicate would indicate that you received the money deposited?

A: Yes, your Honor."

which must be read in conjunction with her testimony on cross-examination, thus:

ATTY. GAYO:

Q: I am showing you Exhibit "C" and tell the Honorable Court if that is the duplicate of Exhibit "3" which you also stamped with the stamp of the bank?

A: I am not sure if that is the real deposit slip made at the same day because they have the practice to get another duplicate if their personal copy was lost, your Honor. This is my stamp but I am not sure if this is the same.

INTERPRETER:

Witness referring to Exhibit "C".

ATTY. GAYO:

Q: But you are sure that this is your stamp as Teller No. 2 at that time?

A: It appears, it is.

Q: I am showing you now that which we reserved the last time, the original of Exhibit "B", a copy – an original copy of a deposit slip dated March 14, 1988, stamped with the stamp of the Bank Teller No. 2 and a duplicate. Now, can you now state to the Court that this was your stamp of the bank stamp?

A: That is my stamp.

Q: Even this word duplicate stamped also in this Exhibit "B", the original of Exhibit "B", is your stamp?

A: Yes, it is my stamp."

Appellee also presented in evidence the reverse side of the deposit slip dated March 14, 1988 he described as follows:

"Q: On the front side of Exhibit "B", the amount of P34,000.00 cash appears. Is this explained by any denomination of the same exhibit?

A: Yes, your Honor.

Q: You are referring to what part of the exhibit?

A: I am referring to Exhibit "B-1", Your Honor.

Q: So that the P34,000.00 you deposited consisted of 300 pieces of P100.00 bills in the total amount of P30,000.00; 80 pieces of P50.00 bills in the total amount of P4,000.00?

A: Yes. Your Honor."

In the same manner, appellee also presented the other side of the deposit slip dated March 15, 1988, thus: lauren

"Q: On March 15, 1988, do you remember having again deposited another amount of P34,000.00 to your account with the defendant bank?

A: Yes. Your Honor.

Q: Do you have a copy? Do you have evidence to show?

A: Yes. Your Honor. I have here my deposit slip on March 15, 1988, for the amount of another P34,000.00.

Q: Is the denomination of the total deposit of P34,000.00 you made on March 15 shown in this deposit slip?

A: Yes, Your Honor. It is shown at the back of the deposit slip.

Q: As what?

A: At the back of the deposit slip, your Honor. It shows that the P100.00 bills I deposited is 340 pieces, amounting to P34,000.00.

Q: Do you have a xerox copy of that?

A: Yes, Your Honor.

Atty. Gayo:

May we show both the original and the xerox copy. The xerox copy reflects the front page and the reverse side of the deposit slip dated March 15, 1988. May we ask for an observation.

Atty. Munoz:

The xerox copy of the deposit slip dated March 15, 1988 in the sum of P34,000.00, together with the reverse side is a faithful reproduction of the duplicate original presented.

Atty. Gayo:

May we respectfully pray that the front page of that deposit slip be marked as Exhibit "C" and the reverse side as "Exhibit C-1".<sup>[17]</sup>

An examination of the deposit slips dated 14 March and 15 March 1988 reveals that while the slips each cover deposits in the amount of P34,000.00, they list down different denominations however. Evidently, the slips were not prepared simultaneously or concurrently. This fact militates against the bank's claim that one deposit slip is simply the duplicate of the other. To sustain the bank's