THIRD DIVISION

[G.R. No. 261264. February 12, 2026]

BOO UNIBANK, INC., PETITIONER, VS. CRISTINA BARCELLANO *Y* RIEGO, RESPONDENT.

D E C I S I O N

DIMAAMPAO, J.:

Impugned in this Petition for Review on *Certiorari*[1] under Rule 45 of the Rules of Court are the Decision[2] and the Resolution[3] of the Court of Appeals (CA) in CA-G.R. CV No. 110468. The impugned rulings sustained the Judgment[4] of the Regional Trial Court (RTC), which disallowed the return of the amount withdrawn by respondent Cristina Barcellano *y* Riego (Barcellano) from her account with petitioner BDO Unibank, Inc. (BDO).

The antecedent facts, as culled from the records, are as follows:

On September 17, 2003, Barcellano deposited a regional check from the Ligao City, Albay branch of Landbank to her savings account at BDO's Lucena City branch in the amount of PHP 151,200.00. The BDO teller, Gemena Tamayo (Tamayo), erroneously validated the check as local instead of regional, which caused it to be cleared within three banking days instead of the standard seven banking days applicable to regional checks. As a result, Barcellano was able to withdraw PHP 76,000.00 from her BDO account on September 23, 2003.[5]

The following day, the check in question was returned to BDO due to a stop payment order. At this point, Tamayo learned of her mistake in processing the check as a local instead of a regional check. Thus, the branch manager reached out to Barcellano and asked her to return the money she withdrew from her account. Notwithstanding her initial promise to do so, Barcellano never remitted the amount BDO requested.[6]

As it happened, on October 10, 2003, Barcellano, through counsel, demanded that she be allowed to withdraw the remaining balance from her BDO account. BDO countered by sending Barcellano a final demand letter, which remained unheeded.[7]

Eventually, BDO lodged a complaint for estafa under Article 315, paragraph 1(b) of the Revised Penal Code against Barcellano before the Office of the City Prosecutor of Lucena City. After preliminary investigation, the prosecutor filed an Information,

charging Barcellano with estafa. Thereupon, the case was raffled to Branch 58 of the RTC of Lucena City.[8]

Ruling of the RTC

After trial on the merits, the RTC rendered its Judgment,[9] acquitting Barcellano in this wise:

> WHEREFORE, premises considered, accused CRISTINA BARCELLANO [*y*] RIEGO[] is acquitted of the offense charged in the Information, on [the] ground of reasonable doubt. The bail bond posted by the accused for her provisional liberty during the pendency of the case is ordered cancelled and released.
>
> Let copies of this Judgment be furnished [to] all concerned parties.
>
> SO ORDERED.[10]

According to the RTC, the prosecution failed to establish fraud, deceit, or abuse of confidence on Barcellano's part. The RTC found that BDO did not place the withdrawn amount in her trust, nor was she an administrator of the funds, as she was not an employee of the bank. By the same token, the RTC adjudged that Barcellano was under no obligation to return the amount she withdrew since the premature withdrawal was caused by BDO's gross negligence in processing her check as a local instead of a regional check. All the same, the RTC ascribed contributory negligence to Barcellano, declaring that each party must bear their own loss.[11]

Unperturbed, BDO appealed the civil aspect of the case to the CA,[12] averring that the erroneous crediting of the check to Barcellano's account was effectively a payment by mistake resulting in a constructive trust under Article 1456, or Article 2154 on quasi-contract, of the Civil Code.[13]

Ruling of the CA

In the challenged Decision, the CA affirmed the RTC's Judgment, ruling that BDO's act of validating the check as a local one instead of a regional one was the proximate cause of its loss.[14] The CA likewise held that the principle of *solutio indebiti* was inapplicable to the case, considering that the undue payment to Barcellano was not caused by a mistake, but by BDO's gross negligence.[15] Invariably, the CA disposed of the case in this prose:

> WHEREFORE, the appeal is DENIED. The Decision dated January 27, 2017 and the Order dated June 23, 2017 issued by the Regional Trial Court, Fourth Judicial Region, Branch 58, Lucena City in Criminal Case No. 2005-1084 are hereby AFFIRMED.

SO ORDERED.[16]

BDO moved for reconsideration,[17] but the CA brushed it aside just the same in the impugned Resolution.

BDO now comes before this Court obdurately postulating that: *first*, there is no evidence to support the finding of gross negligence on its part;[18] *second*, Barcellano's refusal to return the amount constitutes unjust enrichment;[19] and *third*, there is a constructive trust warranting the return of the amount to the bank.[20]

Ruling of the Court

The Petition is devoid of merit.

Incipiently, it must be underscored that BDO, in filing the instant Petition, is essentially appealing the civil aspect of the criminal case it filed against Barcellano. Upon this point, it is well-settled that a judgment of acquittal precludes the finding of civil liability *ex delicto* on the part of the accused.[21] Rule 111, Section 2 of the Rules of Court provides:

> Section 2. *When separate civil action is suspended*. — .... The extinction of the penal action does not carry with it extinction of the civil action. However, the civil action based on delict shall be deemed extinguished if there is a finding in a final judgment in the criminal action that the act or omission from which the civil liability may arise did not exist.

Corollary thereto, Rule 120, Section 2 of the Rules of Court requires the judgment, in case of an acquittal, to state "whether the evidence of the prosecution absolutely failed to prove the guilt of the accused or merely failed to prove [their] guilt beyond reasonable doubt. In either case, the judgment shall determine if the act or omission from which the civil liability might arise did not exist."

Thence, Barcellano's acquittal based on the absence of fraud or misrepresentation in the estafa case precludes the finding of civil liability *ex delicto* on her part. With criminal absolution, Article 29[22] of the Civil Code contemplates an "act or omission" from which liability may arise based on other sources of obligations which are independent of the delict.[23] Thus, any civil liability that may survive Barcellano's acquittal in this case must be rooted in some source of obligation other than delict.

In the recent case of *Spouses Llonillo v. People*,[24] the Court ruled that Article 29 of the Civil Code allows courts to adjudicate the civil aspect within the criminal action itself, thus:

> It must be emphasized that Article 29 of the Civil Code does not prohibit the rendition of a judgment of acquittal and a judgment awarding damages in the same criminal action. Rule 120, Section 2 of the Rules of Court, as quoted above, recognizes this as well, hence, the directive that the "judgment shall determine if the act or omission from which the civil liability might arise did not exist."
>
> In *Padilla v. Court of Appeals*, the Court stressed that Article 29 allows courts to adjudge civil liability in the same criminal case where the judgment of acquittal was pronounced.
>
> Since *Padilla* is an *En Banc* decision, subsequent decisions holding otherwise, rendered by the Court in division, cannot overturn *Padilla*. Article VIII, Section 4(3) of the Constitution is instructive:
>
> > [N]o doctrine or principle of law laid down by the (Supreme) Court *en banc* or its Divisions may be modified or reversed except by the Court sitting *en banc*.[25] (Emphasis in the original, citation omitted)

Anchored on the foregoing jurisprudential precept, the Court may determine the civil aspect arising from sources other than the offense charged in the same criminal action.

In filing the instant Petition, BDO seeks to recover the amount Barcellano was able to withdraw from her account. BDO avers that the RTC and the CA erred in finding that it was grossly negligent, despite the lack of any evidence from Barcellano. BDO further argues that Barcellano' s refusal to return the amount constitutes unjust enrichment under Article 22 of the Civil Code, to the detriment of the bank. Lastly, BDO insists that its erroneous clearance of the check, which was eventually returned due to a stop payment order, is a payment by mistake resulting in a constructive trust under the principle of *solutio indebiti*.[26]

The disputations cannot pass judicial muster.

It is well-settled that there is unjust enrichment "when a person unjustly retains a benefit to the loss of another, or when a person retains money or property of another against the fundamental principles of justice, equity, and good conscience."[27] This principle is embodied in Article 22 of the Civil Code, viz.:

> Article 22. Every person who through an act of performance by another, or any other means, acquires or comes into possession of something at the expense of the latter without just or legal ground, shall return the same to him.

To be applicable, Article 22 requires that: (a) a person is benefited without a valid basis or justification, and (b) such benefit is derived at another's expense or damage.[28]

The quasi-contract of *solutio indebiti* harks back to the ancient principle that no one shall enrich themselves unjustly at the expense of another.[29] This is enshrined in Article 2154 of the Civil Code, which succinctly provides:

> Article 2154. If something is received when there is no right to demand it, and it was unduly delivered through mistake, the obligation to return it arises.

An obligation to make a reimbursement or restitution arises when: (1) payment is made when there exists no binding relation between the payor, who has no duty to pay, and the person who received the payment; and (2) payment is made through mistake, not through liberality or some other cause.[30] The claimant must clearly establish that another party knowingly received a benefit to which they were not entitled, and that the circumstances render it unjust for that party to retain the benefit.[31]

In the case at bench, BDO, through its cashier assigned to the Lucena City Branch, testified that Barcellano's check was mistakenly processed as a local check deposit rather than as a regional check, thus:

> Q: In the course of being a Branch Cashier of Banco [d]e Oro, Lucena City [b]ranch, have you ever come across the name of Cristina Barcellano?
> A: Yes, Sir. She is a savings account holder under Savings Account No. 088159933, Sir.
>
> Q: She has a customer account record also?
> A: Yes, Sir.
>
> Q: Can you recall any particular incident which has occurred on September 16, 2003?
> A: On September 16, 2003, Ms. Cristina Barcellano [made a] late deposit at around 3:00 [p.m.] for [sic] check drawn against [Landbank] Ligao[,] Albay [b]ranch in the amount of [PHP] 151,200.00, Sir.
>
> Q: What happen(ed) next?
> A: The teller[,] Ms. Gemena Tamayo[,] validated the check as a late check deposit, [l]ocal [c]heck [d]eposit, instead of [a] [r]egional [c]heck, Sir.
>
> Q: The teller of Banco de Oro validated it as [a] local check instead of a [r]egional [c]heck?
> A: Yes, Sir.
>
> Q: What is the effect of that error?
> A: With that error, the check was cleared for three (3) days only instead of the regional clearing time for [of] seven (7) days, Sir.
>
> Q: It was immediate [sic] clear within three (3) days instead of seven (7) days for [r]egional [c]heck because it was a check drawn against

[Landbank], Ligao, Albay [b]ranch?
A: Yes, Sir.

Q: What happen(ed) next?
A: With that error, the client was able to withdraw even before clearance of the regional check[,] and was able to withdraw the amount of [PHP] 151,200.00 before the clearance[,] with that mistake, Sir.

Q: The accused was able to withdraw earlier the amount of [PHP] 151,2000.00?
A: Yes, Sir.

Q: From the [PHP] 151,200, how much was she able to withdraw?
A: She [was] initially able to withdrew [sic] [PHP]76,000.00, Sir.

. . . .

Q: You said[,] and I do remember[,] to retrieved [sic] that you "Stop Payment" because of that "Stop Payment" same to you [sic]? Is it not?
A: Yes, Sir.

Q: Who sent that "Stop Payment[?"]
A: The [Landbank], Ligao, Albay [b]ranch sent the check with the notice "Stop Payment[,"] Sir.[32]

From the foregoing, it is beyond cavil that BDO committed multiple errors. *First*, it credited the amount of the check deposited by Barcellano without clearing it with the drawee bank. *Second*, its bank teller improperly cleared the check as a local check instead of a regional one. *Third*, BDO failed to detect the erroneous clearing and did not even learn of it until it received a stop payment order. Taken altogether, these acts clearly constitute gross negligence on the part of BDO. Verily, BDO's failure to observe basic safeguards against the risk of invalid checks led to the loss of a sum of money.[33]

Upon this point, the Court echoes with approbation the CA's findings that the erroneous crediting of the check cannot be deemed to have been made through mistake or any other valid cause:

> In this case, the crediting of the face value of the subject check to the savings account of Barcellano cannot be said to have been made through mistake or some other cause. The payment of the amount of the check was done in the ordinary course of banking transactions[,] wherein Barcellano, after receiving the check issued to her by Spouses Garcia, deposited the same for payment in her BDO savings account.
>
> For the concept of *solutio indebiti* to apply, the undue payment must have been made by reason of either an essential mistake of fact or a mistake in the construction or application of a doubtful or difficult question of law.

> Mistake entails an error, misconception[,] or misunderstanding. The mistake of BDO in paying the amount of the check cannot be considered as [an] error, misconception[,] or misunderstanding of banking rules and policies. Rather, it was due to BDO's failure to perform its duty of exercising extraordinary diligence and reasonable business prudence. The BDO bank teller's act of validating the check as local instead of regional caused the earlier clearance of the check (from a clearance period of 3 days for local checks to a clearance period of 7 days for regional checks), which then [led to the] credit[ing] [of] the amount to Barcellano' s savings account. BDO was grossly negligent in validating the subject check as local instead of regional, considering that the name and branch of the drawee bank (in this case, [Landbank of the Philippines]) was visible on the face of the subject check and was clearly a regional check. It is axiomatic that no recovery is due if the mistake done is one of gross negligence.[34]

Moreover, the reason for the stop payment order was neither established nor shown to have been known to Barcellano. It was not determined that her account had insufficient funds, had been closed, or had been affected by any other issue.[35] Plain as day, BDO failed to demonstrate that Barcellano *knowingly* received a benefit to which she was not entitled when she withdrew the funds from her account. In sooth, Barcellano even tried to withdraw the remaining balance from her account. This being so, a reasonable inference may be had that she believed in good faith that she was the bona fide owner of whatever amount was contained therein. Whence, the principle of *solutio indebiti* does not apply in this case.

At this juncture, it bears emphasis that BDO' s business and industry are imbued with public interest. In handling their transactions, banks are required to exercise extraordinary diligence, which is more than that of a Roman *pater familias* or a good father of a family.[36] Accordingly, a bank's disregard of its own banking policy amounts to gross negligence, or that "characterized by the want of even slight care, acting or omitting to act in a situation where there is [a] duty to act, not inadvertently but willfully and unintentionally[,] with a conscious indifference to consequences insofar as other persons may be affected."[37] To be sure, paying the drawer an amount from the check before clearing it with the drawee bank is contrary to normal or ordinary banking practice. Before the check is cleared for deposit, the collecting bank can only assume at its own risk that the check will be cleared and paid out.[38] Along this vein, the RTC and the CA erred not in ruling that the proximate cause of BDO's loss was its own negligence.

Finally, given that the factual milieu of the case does not give rise to unjust enrichment, there exists no constructive trust to compel the return of the amount to BDO.

ACCORDINGLY, the Petition for Review on *Certiorari* is **DENIED**. The October 29, 2021 Decision and the June 9, 2022 Resolution of the Court of Appeals in CA-G.R. CV No. 110468 are **AFFIRMED**.

SO ORDERED.

Caguioa (Chairperson), Inting, and *Gaerlan, JJ.*, concur.
Singh,* *J.*, on official business.

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* On official business.

[1] *Rollo*, pp. 30-45.

[2] *Id.* at 47-56. The October 29, 2021 Decision was penned by Associate Justice Perpetua Susana T. Atal-Paño, with the concurrence of Associate Justices Edwin D. Sorongon and Raymond Reynold R. Lauigan of the Tenth Division, Court of Appeals, Manila.

[3] *Id.* at 64-66. Dated June 9, 2022.

[4] *Id.* at 68-75. The January 27, 2017 Judgment in Criminal Case No. 2005-1084 was penned by Judge Eloida R. De Leon-Diaz of Branch 58, Regional Trial Court, Lucena City.

[5] *Rollo*, p. 69.

[6] *Id.* at 69-70.

[7] *Id.* at 70.

[8] *Id.* at 68.

[9] *Id.* at 68-75.

[10] *Id.* at 75.

[11] *Id.* at 71-75.

[12] *Id.* at 83-94, Brief for the Private Complainant-Appellant BOO Unibank, Inc.

[13] *Id.* at 88.

[14] *Id.* at 13-15.

[15] *Id.* at 15-16.

[16] *Id.* at 16.

[17] *Id.* at 18-23.

[18] *Id.* at 36-37.

[19] *Id.* at 37-28.

[20] *Id.* at 39-40.

[21] *See* **De Leon, Jr. v. Roqson Industrial Sales, Inc.**, 916 Phil. 272, 283 (2021) [Per J. Caguioa, First Division].

[22] Article 29. When the accused in a criminal prosecution is acquitted on the ground that his [or her] guilt has not been proved beyond reasonable doubt, a civil action for damages for the same act or omission may be instituted. Such action requires only a preponderance of evidence. Upon motion of the defendant, the court may require the plaintiff to file a bond to answer for damages in case the complaint should be found to be malicious.

If in a criminal case the judgment of acquittal is based upon reasonable doubt, the court shall so declare. In the absence of any declaration to that effect, it may be inferred from the text of the decision whether or not the acquittal is due to that ground.

[23] *See* **De Leon, Jr. v. Roqson Industrial Sales, Inc.**, 916 Phil. 272, 283 (2021) [Per J. Caguioa, First Division].

[24] 950 Phil. 644 (2024) [Per J. Rosario, *En Banc*].

[25] *Id.* at 662-663.

[26] *Rollo*, pp. 35-40.

[27] *See* **Yon Mitori International Industries v. Union Bank of the Philippines**, 888 Phil. 159, 174 (2020) [Per J. Caguioa, First Division].

[28] *Id.*

[29] *See* **Domestic Petroleum Retailer Corporation v. Manila International Airport Authority**, 850 Phil. 661, 673 (2019) [Per J. Caguioa, Second Division].

[30] *See id.*

[31] *See* **Yon Mitori International Industries v. Union Bank of the Philippines**, 888 Phil. 159, 174-175 (2020) [Per J. Caguioa, First Division]. (Citation omitted)

[32] TSN, Veronica Suministrado, July 15, 2008, pp. 185-202.

[33] *See* **Philippine National Bank v. Spouses Cheah**, 686 Phil. 760, 771 (2012) [Per J. Del Castillo, First Division].

[34] *Rollo*, pp. 15-16.

[35] *Id.* at 74-75. RTC Decision.

[36] *See* **Philippine National Bank v. Spouses Cheah**, 686 Phil. 760, 771-772 (2012) [Per J. Del Castillo, First Division]. (Citation omitted)

[37] *See* **Philippine National Bank v. Raymundo**, 802 Phil. 617, 632 (2016) [Per J. Peralta, Third Division]. (Citation omitted)

[38] *See id.*

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