

FIRST DIVISION

[G.R. NO. 139857, September 15, 2006]

**LEONILA BATULANON, PETITIONER VS. PEOPLE OF THE
PHILIPPINES, RESPONDENT.**

DECISION

YNARES-SANTIAGO, J.:

This petition assails the October 30, 1998 Decision^[1] of the Court of Appeals in CA-G.R. CR No. 15221, affirming with modification the April 15, 1993 Decision^[2] of the Regional Trial Court of General Santos City, Branch 22 in Criminal Case Nos. 3453, 3625, 3626 and 3627, convicting Leonila Batulanon of estafa through falsification of commercial documents, and the July 29, 1999 Resolution^[3] denying the motion for reconsideration.

Complainant Polomolok Credit Cooperative Incorporated (PCCI) employed Batulanon as its Cashier/Manager from May 1980 up to December 22, 1982. She was in charge of receiving deposits from and releasing loans to the member of the cooperative.

During an audit conducted in December 1982, certain irregularities concerning the release of loans were discovered.^[4]

Thereafter, four informations for estafa thru falsification of commercial documents were filed against Batulanon, to wit:

Criminal Case No. 3625

That on or about the 2nd day of June, 1982 at Poblacion Municipality of Polomolok, Province of South Cotabato, Philippines, and within the jurisdiction of the Honorable Court said accused being then the manager-cashier of Polomolok Credit Cooperative, Inc., (PCCI), entrusted with the duty of managing the aff[a]irs of the cooperative, receiving payments to, and collections of, the same, and paying out loans to members, taking advantage of her position and with intent to prejudice and defraud the cooperative, did then and there willfully, unlawfully and feloniously falsify a commercial document, namely: Cash/Check Voucher No. 30-A of PCCI in the name of Erlinda Omadlao by then and there making an entry therein that the said Erlinda Omadlao was granted a loan of P4,160, Philippine Currency, and by signing on the appropriate line thereon the signature of Erlinda Omadlao showing that she received the loan, thus making it appear that the said Erlinda Omadlao was granted a loan and received the amount of P4,160 when in truth and in fact the said person was never granted a loan, never received the same, and never signed the cash/check voucher issued in her name, and in furtherance of her criminal intent and fraudulent design to defraud PCCI said accused did

then and there release to herself the same and received the loan of P4,160 and thereafter misappropriate and convert to her own use and benefit the said amount, and despite demands, refused and still refuses to restitute the same, to the damage and prejudice of PCCI, in the aforementioned amount of P4,160, Philippine Currency.^[5]

Criminal Case No. 3626

That on or about the 24th day of September, 1982 at Poblacion, Municipality of Polomolok, Province of South Cotabato, Philippines, and within the jurisdiction of the Honorable Court, said accused being then the manager-cashier of Polomolok Credit Cooperative, Inc. (PCCI), entrusted with the duty of managing the affairs of the cooperative, receiving payments to, and collections of, the same, and paying out loans to members taking advantage of her position and with intent to prejudice and defraud the cooperative, did then and there willfully, unlawfully and feloniously falsify a commercial document, namely: Cash/Check Voucher No. 237 A of PCCI in the name of Gonafreda Oracion by then and there making an entry therein that the said Gonafreda Oracion was granted a loan of P4,000.00 and by signals on the appropriate line thereon the signature of Gonafreda Oracion showing that she received the loan, thus making it appear that the said Gonafreda Oracion was granted a loan, received the loan of P4,000.00 when in truth and in fact said person was never granted a loan, never received the same, and never signed the Cash/Check voucher issued in her name, and in furtherance of her criminal intent and fraudulent design to defraud PCCI said accused did then and there release to herself the same and received the amount of P4,000.00 and thereafter misappropriate and convert to her own use and benefit the said amount, and despite demands, refused and still refuses to restitute the same, to the damage and prejudice of PCCI, in the aforementioned amount of P4,000, Philippine Currency.

CONTRARY TO LAW.^[6]

Criminal Case No. 3453

That on or about the 10th day of October 1982 at Poblacion, Municipality of Polomolok, Province of South Cotabato, Philippines, and within the jurisdiction of the Honorable Court, the said accused being then the manager-cashier of Polomolok Credit Cooperative, Inc., (PCCI), entrusted with the duty of managing the affairs of the cooperative, receiving payments to, and collection of the same and paying out loans to members, taking advantage of her position and with intent to prejudice and defraud the cooperative, did then and there willfully, unlawfully and feloniously falsify a commercial document, namely: an Individual Deposits and Loan Ledger of one Ferlyn Arroyo with the PCCI by then and there entering on the appropriate column of the ledger the entry that the said Ferlyn Arroyo had a fixed deposit of P1,000.00 with the PCCI and was granted a loan in the amount of P3,500.00, thus making it appear that the said person made a fixed deposit on the aforesaid date with, and was granted a loan by the PCCI when in truth and in fact Ferlyn Arroyo

never made such a deposit and was never granted loan and after the document was so falsified in the manner set forth, said accused did then and there again falsify the Cash/Check Voucher of the PCCI in the name of Ferlyn Arroyo by signing therein the signature of Ferlyn Arroyo, thus making it appear that the said Ferlyn Arroyo received the loan of P3,500, Philippine Currency, when in truth and in fact said Ferlyn Arroyo never received the loan, and in furtherance of her criminal intent and fraudulent design to defraud PCCI said accused did then and there release to herself the same, and received the amount of P3,500, and thereafter, did then and there, wilfully, unlawfully and feloniously misappropriate and convert to her own personal use and benefit the said amount, and despite demands, refused and still refuses to restitute the same, to the damage and prejudice of the PCCI in the aforementioned amount of P3,500, Philippine Currency.

CONTRARY TO LAW.^[7]

Criminal Case No. 3627

That on or about the 7th day of December, 1982 at Poblacion, Municipality of Polomolok, Province of South Cotabato, Philippines, and within the jurisdiction of the Honorable Court, the said accused being then the manager-cashier of Polomolok Credit Cooperative, Inc., (PCCI) entrusted with the duty of managing the affairs of the cooperative, receiving payments to, and collection of, the same and paying out loans to members, taking advantage of her position and with intent to prejudice and defraud the cooperative, did then and there willfully, unlawfully and feloniously falsify a commercial document, namely: an Individual Deposits and Loan Ledger of one Dennis Batulanon with the PCCI by then and there entering on the appropriate column of the ledger the entry that the said Dennis Batulanon had a fixed deposit of P2,000.00 with the PCCI and was granted a loan in the amount of P5,000.00 thus making it appear that the said person made fixed deposit on the aforesaid date with, and was granted a loan by the PCCI when in truth and in fact Dennis Batulanon never made such a deposit and was never granted loan and offer the document was so falsified in the manner set forth, said accused did then and there again falsify the Cash/Check Voucher No. 374 A of PCCI in the name of Dennis Batulanon by signing therein the signature of Dennis Batulanon, thus making it appear that the said Dennis Batulanon received the loan of P5,000.00 when in truth and in fact said Dennis Batulanon never received the loan and in furtherance of her criminal intent and fraudulent design to defraud PCCI said accused did then and there release to herself the same and receive the loan of P5,000, and thereafter, did then and there willfully, unlawfully and feloniously misappropriate and convert to her own personal use and benefit the said amount, and [despite] demands, refused and still refuses to restitute the same to the damage and prejudice of the PCCI in the aforementioned amount of P5,000, Philippine Currency.

CONTRARY TO LAW.^[8]

The cases were raffled to Branch 22 of the Regional Trial Court of General Santos City and docketed as Criminal Case Nos. 3453, 3625, 3626 and 3627.

Batulanon pleaded not guilty to the charges, afterwhich a joint trial on the merits ensued.

The prosecution presented Maria Theresa Medallo, Benedicto Gopio, Jr., and Bonifacio Jayoma as witnesses.

Medallo, the posting clerk whose job was to assist Batulanon in the preparation of cash vouchers^[9] testified that on certain dates in 1982, Batulanon released four Cash Vouchers representing varying amounts to four different individuals as follows: On June 2, 1982, Cash Voucher No. 30A^[10] for P4,160.00 was released to Erlinda Omadlao; on September 24, 1982, Cash Voucher No. 237A^[11] for P4,000.00 was released to Gonafreda^[12] Oracion; P3, 500.00 thru Cash Voucher No. 276A^[13] was released to Ferlyn Arroyo on October 16, 1982 and on December 7, 1982, P5,000.00 was released to Dennis Batulanon thru Cash Voucher No. 374A.^[14]

Medallo testified that Omadlao, Oracion, and Dennis Batulanon were not eligible to apply for loan because they were not bona fide members of the cooperative.^[15] Ferlyn Arroyo on the other hand, was a member of the cooperative but there was no proof that she applied for a loan with PCCI in 1982. She subsequently withdrew her membership in 1983.^[16] Medallo stated that pursuant to the cooperative's by-laws, only bona fide members who must have a fixed deposit are eligible for loans.^[17]

Medallo categorically stated that she saw Batulanon sign the names of Oracion and Arroyo in their respective cash vouchers and made it appear in the records that they were payees and recipients of the amount stated therein.^[18] As to the signature of Omadlao in Cash Voucher No. 30A, she declared that the same was actually the handwriting of appellant.^[19]

Gopio, Jr. was a member of PCCI since 1975 and a member of its board of directors since 1979. He corroborated Medallo's testimony that Omadlao, Arroyo, Oracion and Dennis Batulanon are not members of PCCI. He stated that Oracion is Batulanon's sister-in-law while Dennis Batulanon is her son who was only 3 years old in 1982. He averred that membership in the cooperative is not open to minors.^[20]

Jayoma was the Vice-Chairman of the PCCI Board of Directors in 1980 before becoming its Chairman in 1982 until 1983. He testified that the loans made to Oracion, Omadlao, Arroyo and Dennis Batulanon did not pass through the cooperative's Credit Committee and PCCI's Board of Directors for screening purposes. He claimed that Oracion's signature on Cash Voucher No. 237A is Batulanon's handwriting.^[21] Jayoma also testified that among the four loans taken, only that in Arroyo's name was settled.^[22]

The defense presented two witnesses, namely, Maria Theresa Medallo who was presented as a hostile witness and Batulanon.

Medallo was subpoenaed by the trial court on behalf of the defense and was asked

to bring with her the PCCI General Journal for the year 1982. After certifying that the said document reflected all the financial transactions of the cooperative for that year, she was asked to identify the entries in the Journal with respect to the vouchers in question. Medallo was able to identify only Cash Voucher No. 237A in the name of Gonafreda Oracion. She failed to identify the other vouchers because the Journal had missing pages and she was not the one who prepared the entries.^[23]

Batulanon denied all the charges against her. She claimed that she did not sign the vouchers in the names of Omadlao, Oracion and Arroyo; that the same were signed by the loan applicants in her presence at the PCCI office after she personally released the money to them;^[24] that the three were members of the cooperative as shown by their individual deposits and the ledger; that the board of directors passed a resolution in August 1982 authorizing her to certify to the correctness of the entries in the vouchers; that it has become an accepted practice in the cooperative for her to release loans and dispense with the approval of Gopio Jr., in case of his absence;^[25] that she signed the loan application and voucher of her son Dennis Batulanon because he was a minor but she clarified that she asked Gopio, Jr., to add his signature on the documents to avoid suspicion of irregularity;^[26] that contrary to the testimony of Gopio, Jr., minors are eligible for membership in the cooperative provided they are children of regular members.

Batulanon admitted that she took out a loan in her son's name because she is no longer qualified for another loan as she still has to pay off an existing loan; that she had started paying off her son's loan but the cooperative refused to accept her payments after the cases were filed in court.^[27] She also declared that one automatically becomes a member when he deposits money with the cooperative.^[28] When she was Cashier/Manager of PCCI from 1980 to 1982, the cooperative did not have by-laws yet.^[29]

On rebuttal, Jayoma belied that PCCI had no by-laws from 1980-1982, because the cooperative had been registered since 1967.^[30]

On April 15, 1993, the trial court rendered a Decision convicting Batulanon as follows:

WHEREFORE, premises considered, finding the accused Leonila Batulanon guilty beyond reasonable doubt in all the above-entitled case, she is sentenced in each of the four cases to 4 months of ARRESTO MAYOR to 1 year and 2 months of PRISION CORRECTIONAL, to indemnify the PCCI in the total sum of P16,660.00 with legal interest from the institution of the complaints until fully paid, plus costs.

SO ORDERED.^[31]

The Court of Appeals affirmed with modification the decision of the trial court, thus:

WHEREFORE, the decision appealed from is MODIFIED. Appellant LEONILA BATULANON is found guilty beyond reasonable doubt of Falsification of Private Documents under Par. 2, Article 172 of the Revised Penal Code; and is hereby sentenced to suffer the indeterminate penalty