

# FIRST DIVISION

[ G.R. No. 219325, February 17, 2021 ]

**PHILIPPINE NATIONAL BANK PETITIONER, VS. ATTY. HENRY S. OAMINAL, RESPONDENT.**

## DECISION

**GAERLAN, J.:**

This is a Petition for Review on *Certiorari*<sup>[1]</sup> under Rule 45 of the Rules of Court, as amended, assailing the Decision<sup>[2]</sup> dated June 1, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 05378-MIN.

### The Antecedents

Sometime in November 2001, petitioner Philippine National Bank (petitioner) filed against respondent Atty. Henry S. Oaminal (respondent) a complaint-affidavit for six (6) counts of Estafa and violation of Batas Pambansa Bilang 22 (BP 22) before the Office of the City Prosecutor of Ozamiz City, docketed as I.S. Nos. 01-11-781 to 786.<sup>[3]</sup>

In a Joint Resolution<sup>[4]</sup> dated January 11, 2002, Prosecutor II Geronimo S. Marave, Jr. (Prosecutor Marave) recommended the filing of charges against respondent for violation of BP 22. The complaint for Estafa were, however, dismissed on the ground of insufficiency of evidence.<sup>[5]</sup>

Accordingly, six (6) Informations<sup>[6]</sup> dated February 12, 2002 were filed against respondent before the Municipal Trial Court in Cities (MTCC) of Ozamiz City, raffled to Branch 2 thereof, and docketed as Criminal Case Nos. 5671-MTC to 5676-MTC. The accusatory portions of the Informations read as follows:

#### Criminal Case No. 5671-MTC

That on November 30, 1999, in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metro bank, Ozamiz Branch, Check No. 1180025128 dated November 30, 1999 covering the amount of P2,398,883.60 in favor of Philippine National Bank, Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and

despite due notice of dishonor being made and demands to make good and pay the check, accused failed and continuously fails to make good and pay the holder of the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2,398,883.60. Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[7]</sup>

Criminal Case No. 5672-MTC

That on February 28, 2001, in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metrobank, Ozamiz Branch, Check No. 1180041378 dated February 28, 2001 covering the amount of P2,000,000.00 in favor of Philippine National Bank, Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and despite due notice of dishonor being made and demands to make good and pay the check, accused failed and continuously fails to make good and pay the holder of the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2,000,000.00, Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[8]</sup>

Criminal Case No. 5673-MTC

That on November 30, 2000, in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metrobank, Ozamiz Branch, Check No. 1180041377 dated November 30, 2000 covering the amount of P2,000,000.00 in favor of Philippine National Bank, Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and despite due notice of dishonor being made and demands to make good

and pay the check, accused failed and continuously fails to make good and pay the holder of the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2,000,000.00, Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[9]</sup>

Criminal Case No. 5674-MTC

That on August 31, 2000, in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metrobank, Ozamiz Branch, Check No. 1180041376 dated August 31, 2000 covering the amount of P2,000,000.00 in favor of Philippine National Bank. Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and despite due notice of dishonor being made and demands to make good and pay the check, accused failed and continuously fails to make good and pay the holder of the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2,000.000.00. Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[10]</sup>

Criminal Case No. 5675-MTC

That on May 31, 2000. in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metrobank, Ozamiz Branch, Check No. 1180041375 dated May 31, 2000 covering the amount of P2,000.000.00 in favor of Philippine National Bank. Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and despite due notice of dishonor being made and demands to make good and pay the check, accused failed and continuously fails to make good and pay the holder of

the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2,000,000.00, Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[11]</sup>

Criminal Case No. 5676-MTC

That on February 28, 2000 in the City of Ozamiz, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, failing to maintain sufficient funds in or credit with the drawee bank as payment in full upon presentment of the check, did then and there willfully, unlawfully and knowingly make or draw and issue Metrobank, Ozamiz Branch. Check No. 1180025129 dated February 28, 2000 covering the amount of P2.398.883.60 in favor of Philippine National Bank, Ozamiz Branch represented herein by EPIFANIA C. ANIMAS which check was issued in payment of accused [sic] obligation from said private offended party but when the check was presented for payment with the drawee bank within 90 days from date thereof, the same was dishonored for the reason: "DRAWN AGAINST INSUFFICIENT FUNDS" (DAIF) and despite due notice of dishonor being made and demands to make good and pay the check, accused failed and continuously fails to make good and pay the holder of the said check the amount due thereon or to deposit the necessary amount to cover the same and also failed to make an arrangement for the payment of the check in full by the drawee within five (5) banking days after receiving the notice of dishonor, to the damage and prejudice of the said offended party, in the aforesaid sum of P2.398.883.60, Philippine Currency.

CONTRARY to and in Violation of Batas Pambansa Blg. 22.<sup>[12]</sup>

Thereafter, respondent filed a Motion for Reinvestigation with the Department of Justice (DOJ).<sup>[13]</sup> This prompted Regional State Prosecutor Antonio B. Arellano (RSP Arellano) to issue Regional Order No. 02-023 dated April 16, 2002, directing Prosecutor Marave to inhibit himself from the case and to forward to his office the entire records thereof. Thereafter, the case was assigned to Prosecutor Carlos M. Rubin (Prosecutor Rubin). Pending the resolution of the Motion for Reinvestigation, the Informations were provisionally withdrawn upon the instance of respondent and Prosecutor Rubin.<sup>[14]</sup>

It appears, however, that notwithstanding the directive in Regional Order No. 02-023, Prosecutor Marave did not stand down. On June 11, 2002, he re-filed the Informations with the MTCC.<sup>[15]</sup> This prompted respondent to file a Motion to Quash the same. Said motion was granted by the MTCC in its Order<sup>[16]</sup> dated August 14, 2002. The trial court ratiocinated that since Prosecutor Marave had already been stripped of his authority, the Informations that he filed are mere scraps of paper that axe devoid of any legal effect.

Meanwhile, per DOJ Department Order No. 271<sup>[17]</sup> dated August 6, 2002, State Prosecutor Roberto A. Lao (State Prosecutor Lao) was designated as the Acting City Prosecutor in charge of I.S. Nos. 01-11-781 to 786.

On November 12, 2002, State Prosecutor Lao finally issued a Resolution<sup>[18]</sup> declaring that, indeed, formal criminal charges for violation of BP 22 must be filed against respondent. Resultantly, on even date, State Prosecutor sent a letter<sup>[19]</sup> to the Clerk of Court of the MTCC of Ozamiz City, manifesting his intention to re-file the six (6) Informations signed by Prosecutor Marave. Thus, Criminal Case Nos. 5671-MTC to 5676-MTC were reinstated.

#### *Respondent's first recourse to the CA*

On December 2, 2002, respondent filed an Omnibus Motion and/or Petition<sup>[20]</sup> seeking, *inter alia*, the dismissal of the criminal cases allegedly because there was no judicial determination of probable cause.<sup>[21]</sup> Respondent posited that the trial court merely relied on State Prosecutor Lao's findings when it allowed the reinstatement of the criminal cases.<sup>[22]</sup> The said Omnibus Motion and/or Petition was denied by the MTCC in an Order<sup>[23]</sup> dated January 6, 2003.

Undaunted, respondent filed a Petition for *Certiorari* with the Regional Trial Court (RTC) of Ozamiz City, docketed as Sp. Civil Case No. 02-03. On May 7, 2004, the RTC issued an Order<sup>[24]</sup> dismissing the petition.

Respondent then filed a petition for review with the CA, docketed as CA-G.R. SP No. 86534. By virtue of the CA's Resolution<sup>[25]</sup> dated March 27, 2008, and upon the instance of respondent, the petition was withdrawn. As evidenced by Entry of Judgment<sup>[26]</sup> dated January 19, 2009, the said CA Resolution had already become final and executory.

#### *Respondent's second recourse to the CA, which is the subject of the instant controversy*

On September 6, 2007, respondent filed with the MTCC a Motion to Dismiss<sup>[27]</sup> the re-filed six (6) Informations, arguing that the same are not valid because they only bear the signature of Prosecutor Marave. Thus, the said Informations they do not bear the signature of the person who was authorized to sign the same.<sup>[28]</sup> Respondent postured that since the Informations had already been quashed by the MTCC in its earlier Order dated August 14, 2002, the criminal cases had no leg to stand on.<sup>[29]</sup> The trial court denied this motion in an Order dated November 14, 2007. Respondent's Motion for Reconsideration was likewise denied by the MTCC in its January 10, 2008 Order.<sup>[30]</sup>

On March 17, 2008, respondent then availed of the provisions of Rule 65 of the Rules of Court, filing a Petition for *Certiorari*, Prohibition and Mandamus<sup>[31]</sup> with Regional Trial Court (RTC) of Ozamiz City, docketed as Special Civil Case No. 03-08 and raffled to Branch 15 thereof. The said petition was, however, denied by the RTC in its Decision<sup>[32]</sup> dated August 8, 2011.