

# FIRST DIVISION

[ G.R. No. 242900, June 08, 2020 ]

## EDWIN L. SAULO, PETITIONER, VS. PEOPLE OF THE PHILIPPINES AND MARSENE ALBERTO, RESPONDENTS.

### RESOLUTION

**REYES, J. JR., J.:**

Before us is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court seeking a reversal of the Court of Appeals' (CA's) Decision<sup>[1]</sup> and Resolution<sup>[2]</sup> dated May 23, 2018 and October 19, 2018, respectively, in CA-G.R. CR No. 39251, which affirmed the December 22, 2015 Decision<sup>[3]</sup> and the September 26, 2016 Order<sup>[4]</sup> of the Regional Trial Court (RTC) of Pasig City, Branch 268, in the consolidated Criminal Case Nos. 157569-70 and 157571 convicting herein petitioner Edwin L. Saulo (Saulo) for two counts of Violation of *Batas Pambansa Bilang 22* (B.P. 22) and for Perjury. The RTC also affirmed *in toto* the Decision<sup>[5]</sup> dated April 27, 2015 of the Metropolitan Trial Court (MeTC), Branch 71 of Pasig City and its subsequent Resolution<sup>[6]</sup> dated July 13, 2015 denying Saulo's Motion for Reconsideration.

### The Antecedent Facts

#### *The Version of the Prosecution*

Petitioner Saulo was the owner of Yadoo Dynasty and Khumbmela Products, Inc. (Khumbmela), engaged in the manufacturing of various bags, backpacks, and accessories. He hired private respondent Marsene Alberto (Alberto) from 1992-1996 as Disbursing Officer and was then promoted as Operations Manager at Khumbmela and later on at Yadoo Dynasty. During that time, Saulo encountered financial problems and sought Alberto's help to find someone who could lend him money. To help Saulo, Alberto asked her husband, Amando V. Alberto, to approach Eladio Naval (Naval), who in turn lent Saulo P1,500,000.00. Upon receipt of the said amount, Saulo issued and signed three checks with the following face values: (a) P1,200,000.00, (b) P200,000.00, and (c) P100,000.00.<sup>[7]</sup>

Sometime in October 1996, Saulo borrowed from Alberto the amount of P12,270.00, and as payment, he issued Banco De Oro (BDO) Check No. 0000157580 dated October 28, 1996 drawn against Khumbmela's account. In the same month, Saulo again sought Alberto's assistance to find someone who could lend him money for the construction of his studio in Pasig City. Alberto and her husband (spouses Alberto) obliged and helped him obtain the required materials from Masinag Lumber. Since Masinag Lumber was reluctant to accept the check from Saulo, Alberto's husband issued his personal check to Masinag Lumber and Saulo in turn issued BDO Check No. 0000157581 dated November 20, 1996 in the amount of P29,300.00 under the

account name of Khumbmela. However, when the spouses Alberto presented the two checks (BDO Check Nos. 0000157580 and 0000157581) for payment, both checks bounced for the reasons "Account Closed" and "Insufficient Funds," respectively. After the two checks bounced, Alberto sent Saulo a Notice of Dishonor dated December 17, 1996 which was received by Saulo on the same day.

To Alberto's surprise, Saulo filed an Estafa case against her before the Office of the City Prosecutor of Pasig City. In his complaint-affidavit, Saulo claimed that Alberto stole from him five checks (including BDO Check Nos. 0000157580 and 0000157581) and that Alberto falsified them. Alberto denied these allegations and claimed that they were all lies. On reconsideration, the case was dismissed.<sup>[8]</sup>

Two other cases, "Qualified Theft" and "Falsification of Commercial Documents," were filed by Saulo against Alberto before the Office of the City Prosecutor of Pasig City, also involving the same five checks, but the said cases were dismissed due to insufficient evidence.<sup>[9]</sup> The dismissal of these cases became the basis of Alberto in filing the present controversies against Saulo, the cases of Perjury and two counts of violation of B.P. 22.

On September 22, 1997, Alberto filed a case of Perjury against Saulo before the MeTC of Pasig City, docketed as Criminal Case No. 31929. The accusatory portion of the Information reads:

On or about the month of January 1997, in Pasig City, and within the jurisdiction of this Honorable Court, the [petitioner], did then and there willfully, unlawfully and feloniously and knowingly make untruthfully statements, by then and there executing a Complaint-Affidavit on material matters, which as required by law, subscribed and sworn to before 3<sup>rd</sup> Assistant City Prosecutor Philip Labastida, a duly authorized officer to administer oath, in which the said accused, affirmed and swore, among other things, the following false statements, to wit:

x x x x

3.5 Undersigned had no knowledge of any business relationship with the Sps. Alberto. As a result of said letter, undersigned engaged the services of CPA Angeles Elena B. Rioveras and an audit of the corporation's financial papers and documents was conducted;

3.6 The audit of the company financial documents revealed among others unauthorized check payments made to the order of "cash" and were withdrawn by respondent herein. Further, it was discovered that certain checks of the company were missing, to wit:

Allied Bank Check No. 000021170  
Banco de Oro Check No. 0000157516  
Banco de Oro Check No. 0000157420  
Banco de Oro Check No. 0000157580  
Banco de Oro Check No. 0000157581

3.7 Undersigned referred the matter of the lost checks to [petitioner's] lawyer. A letter formally demanding the return of the checks of [petitioner] corporation was sent to respondent, a copy of which is hereto attached and made an integral part hereof as Annex "C." As a safety measure for unauthorized check payments, the [petitioner] corporation closed its accounts with Allied Bank and Banco [De] Oro (BDO).

3.8 [Petitioner] was taken by surprise when a letter dated 17 December 1996 was received by undersigned purportedly claiming the proceeds of the missing checks. The said demand letter admitted that the checks were made to be paid to the order of respondent and were filled up with various amounts. A copy of the letter dated 17 December 1996 is hereto attached and made an integral part hereof as Annex "D".

3.9 Undersigned had absolutely no business relationship with respondent except for the fact that Marsene T. Alberto was an employee of the Khumbmela Products, Incorporated.

3.10 Respondent Alberto abused the trust and confidence of the [petitioner] by surreptitiously and unlawfully taking the personal property of Khumbmela consisting of five (5) checks without its consent.

3.11 Worse, respondent Alberto illegally filled up the five (5) checks of the [petitioner's] corporation without any basis except to defraud the company and with the intention of causing damage to Khumbmela. Respondent Alberto filled up the amounts and dates on said checks without the authority of undersigned and with the sole purpose of attempting to defraud the company of the amounts placed therein.

3.12 The five checks subject of the above captioned cases were kept at the office of the [petitioner's] corporation in Pasig before they were taken without consent by the respondent.

x x x x

When in truth and in fact, as the accused very well knew that the above assertion is a complete falsity and was made with criminal intent and bad faith and malice.

Contrary to law.<sup>[10]</sup>

Also, on October 24, 1997, Alberto filed against Saulo two counts of Violation of B.P. 22, in two separate sets of Information, the accusatory portion of which read:

Crim. Case No. 33348 (for Violation of B.P. 22).

On or about October 10, 1996, in Pasig City, and within the jurisdiction of this Honorable Court, the accused did then and there willfully, unlawfully

and feloniously make, draw and issue to Marsene T. Alberto, to apply on account the check described below:

Check No. : 157580  
Drawn : Banco [De]  
against : Oro  
In the : P12,270.00  
amount of :  
Date/Post- : October  
dated : 28, 1996  
Payable to : Cash

said accused well knowing that at the time of issue he did not have sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment, which check when presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for the reason "Drawn Against Insufficient Funds". Despite receipt of notice of such dishonor, the accused failed to pay said payee the face amount of said check or make arrangement for full payment thereof within five (5) banking days after receiving notice.

Contrary to law.<sup>[11]</sup>

Crim. Case No. 33349 (for Violation of B.P. 22).

The allegation in Criminal Case No. 33349 dated October 24, 1997 substantially contains the same allegation as the one quoted above except for the following details:

Check : 157581  
No.  
Drawn : Banco [De]  
against : Oro  
In the  
amount : P29,300.00  
of  
November  
Date : 20,  
1996<sup>[12]</sup>

#### *The Version of the Defense*

Saulo testified that he hired Alberto in 1992 as Internal Auditor and Finance Officer at Khumbmela. Alberto's duties included the handling of the company's receivables and payables.

That in October 1997, Alberto's husband came to him with a check for rediscounting and told him that he owed him money. He denied this as his company only accepts rediscounting on checks issued by Robinsons and Shoemart and never did his company rediscount their own company checks. He asserted that he did not issue in favor of the spouses Alberto BDO Check Nos. 0000157580 and 0000157581 as he did not have any loan obligation with them neither did he have any business dealings/relationship with them nor did he transact business with Masinag Lumbers.

That sometime in 1997, an audit was conducted in his company and it was discovered that the said two BDO checks were among the missing checks. He noted that Alberto did not report back to work after the audit. Although he was unable to present a copy of the Audit Report because it was destroyed by the flooding caused by Typhoon Ondoy, he was nevertheless convinced that Alberto was the culprit.

That after he discovered that some checks were missing, and upon the advice of their company lawyer, he closed his accounts in Allied Bank and BDO. Thereafter, he received a demand letter dated December 17, 1996 from Alberto's counsel claiming the proceeds of the two missing checks. In return, his lawyer wrote a letter to Alberto, asking her to return the five missing checks. That he filed a case of qualified theft against Alberto and that he confirmed and affirmed all the statements stated in his complaint-affidavit.

When arraigned, Saulo entered a plea of not guilty. During the preliminary conference, the parties stipulated on the following facts:

1. The charge for qualified theft and falsification of commercial documents filed by the [petitioner] before the Office of the City Prosecutor of Pasig City was filed ahead of the perjury case;
2. The first resolution of the City Prosecutor of Mandaluyong City was for the filing of the Information for Estafa against the [private respondent] Alberto;
3. [Private respondent] Alberto was employed at Khumbmela products where the [petitioner] is the President; and
4. Sometime on October 18, 1996, [private respondent] Alberto filed her leave of absence. (Order dated September 2, 1998)<sup>[13]</sup>

### **Ruling of the MeTC**

On April 27, 2015, the MeTC rendered a Decision convicting petitioner Saulo of the crimes charged. The dispositive portion reads:

WHEREFORE, premises considered, the court hereby finds accused EDWIN L. SAULO:

1. GUILTY beyond reasonable doubt of two (2) counts of violation of B.P. Blg. 22 in Criminal Cases Nos. 33348-49. Accordingly, the Court hereby imposes upon him the penalty of fine in the amount of Eighty Three Thousand One Hundred Forty pesos (P83,140.00), with subsidiary imprisonment in case of insolvency.

Accused Saulo is further ordered to pay private complainant Marsene Alberto the amount of Forty One Thousand Five Hundred Seventy pesos (P41,570.00), with 6% legal interest per annum from the date of finality of this decision.

2. GUILTY beyond reasonable doubt, of the crime of perjury in Criminal