

# FIRST DIVISION

[ G.R. No. 248827, August 27, 2020 ]

## CHONA JAYME, VS. PETITIONER, NOEL JAYME AND THE PEOPLE OF THE PHILIPPINES, RESPONDENTS.

### D E C I S I O N

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

This is a Petition for Review on *Certiorari*<sup>[1]</sup> seeking to reverse and set aside the Resolutions dated March 29, 2017<sup>[2]</sup> and July 17, 2019<sup>[3]</sup> of the Court of Appeals - Cebu City (CA-CEBU) in CA-G.R. CR No. 02896.

#### The Facts

Spouses Vicente G. Capero<sup>[4]</sup> (Vicente) and Elisa G. Capero<sup>4</sup> (Elisa) (spouses Capero) were the registered owners of Lot No. 3457-E-4-C-2, Psd 06-04930 (subject property) in Iloilo City covered by Transfer Certificate of Title No. T-134480.<sup>[5]</sup> Vicente died on October 4, 2004.

Chona Jayme (petitioner) alleged that her father Xaudaro Jayme (Xaudaro) purchased the subject property from the spouses Capero. with payments coursed through her uncle Noel Jayme (respondent). Petitioner stated that Xaudaro instructed her to obtain a loan from the Rural Bank of Marayo (Negros Occidental), Inc., of which she was an employee. Since the title of the subject property was still in the name of the spouses Capero, petitioner asked Elisa to execute a Special Power of Attorney (SPA) authorizing her to mortgage the subject property as security for the loan. On March 30, 2009, Elisa delivered to petitioner a notarized SPA signed by the spouses Capero. The SPA was notarized by Atty. Wenslow Teodosio and was entered in his notarial register as Doc. No. 345, Page No. 18, Book No. XVIII, Series of 2009.<sup>[6]</sup> Thus, petitioner was able to obtain a loan with the Rural Bank of Marayo in the amount of P100,000.00 using the subject property as collateral.<sup>[7]</sup>

Respondent, on the other hand, averred that the spouses Capero sold the subject property to him in a Deed of Absolute Sale dated August 17, 2006. The deed was not registered with the Registry of Deeds of Iloilo City. Respondent later discovered that the subject property was mortgaged to the Rural Bank of Marayo in 2009 by petitioner by virtue of an SPA executed in her favor by the spouses Capero. He also learned that Vicente died on October 4, 2004, or more than four years prior to the execution of the SPA. For fear of losing the property, respondent paid the loan on March 13, 2010.<sup>[8]</sup>

In 2011, respondent filed criminal cases against Elisa and petitioner.

On February 4, 2011, Elisa was charged in an Information<sup>[9]</sup> for Falsification of

Public Document under Article 172, paragraph 1, in relation to Article 171, paragraphs 1 and 2 of the Revised Penal Code (RPC) for causing it to appear that her deceased husband Vicente signed the Deed of Absolute Sale dated August 17, 2006 by counterfeiting or imitating his signature in said document.

Elisa and petitioner were also charged of Falsification of Public Document under Article 172, paragraph 1, in relation to Article 171 paragraphs 1, 2 and 4 of the RPC for making it appear in a notarized SPA dated March 30, 2009 that deceased Vicente signed the document by counterfeiting his signature.<sup>[10]</sup>

Petitioner was charged of Use of Falsified Public Document under Article 172, last paragraph of the RPC for using the falsified SPA for the purpose of securing a real estate mortgage over the subject property to the damage and prejudice of respondent.<sup>[11]</sup>

Elisa was found not guilty of falsification of the Deed of Absolute Sale.<sup>[12]</sup> As regards the charge for falsification of the SPA, Elisa and petitioner were acquitted for failure of the prosecution to prove their guilt.<sup>[13]</sup>

### **The MTCC Ruling**

In its Decision<sup>[14]</sup> dated January 27, 2015, the Municipal Trial Court in Cities (MTCC) Branch 5, Iloilo City, found petitioner guilty of the crime of Use of Falsified Document under Article 172, last paragraph, RPC, and sentenced her to suffer the penalty of imprisonment of four (4) months and one (1) day, to two (2) years and four (4) months, and to pay a fine of P5,000.00. It held that petitioner had the capacity to forge and falsify the SPA and made it appear as true considering the fact that she was the recipient of the proceeds of the loan and also an employee of the mortgagee-bank who compiled the necessary documents to secure the bank's approval. It further stated that petitioner failed to present sufficient evidence to overthrow the presumption that the possessor and user of a falsified document is the author of the falsification. The MTCC noted in its Decision:

Ellen Faith A. Tan, Manager of Rural Bank of Marayo (Negros Occidental), Inc., had testified that she was aware that Elisa Capero signed her signature in the Special Power of Attorney, but could not attest to the signature of Vicente Capero since the document was sent to him, allegedly in Mindanao, for him to affix his signature thereon. She affixed her signature as witness in the said Special Power of Attorney because she was authorized to sign documents of the bank, x x x Mrs. Tan was the one who facilitated the notarization of the Special Power of Attorney before Atty. Wenslow Teodosio together with the deed of Real Estate Mortgage. This statement is supported by the fact that the Special Power of Attorney and the Real Estate Mortgage were both notarized on March 30, 2009. It further appears that both documents were preprinted forms of the bank where the parties had only to fill-in the required information. It stands to reason that it was accused Chona Jayme who had a hand in the preparation of the Special Power of Attorney and had in fact used the same to facilitate the mortgage.<sup>[15]</sup>

### **The RTC Ruling**

On appeal, the Regional Trial Court (RTC), Branch 38, Iloilo City affirmed petitioner's conviction in its Decision<sup>[16]</sup> dated December 1, 2015. It enunciated that all the essential elements of the crime of use of falsified documents were extant in the case. It declared that petitioner used, took advantage of, and benefitted from the falsified SPA despite knowledge of Vicente's demise long before the execution of the document. The RTC was not convinced that petitioner was not aware of the fact of death for the following reasons: (1) when petitioner went to Elisa and requested for an SPA, she did not meet Vicente who was allegedly in Mindanao; and (2) petitioner did not even verify if Vicente's signature is genuine. The RTC declared that as a bank employee, petitioner should have been prudent in using the SPA.

Petitioner moved for reconsideration but the same was denied in a Resolution<sup>[17]</sup> dated November 2, 2016.

### **The CA Ruling**

In a Resolution<sup>[18]</sup> dated March 29, 2017, the CA dismissed petitioner's appeal for: (1) being filed out of time; (2) failure to comply with the requirements as to the contents of the petition; and (3) failure to pay the docket and other lawful fees.

Petitioner moved for reconsideration but the same was denied in a Resolution<sup>[19]</sup> dated July 17, 2019.

Hence, this petition with the following assignment of errors:

1. THE HONORABLE COURT OF APPEALS ERRED IN DISMISSING THE PETITION FOR TECHNICALITIES;
2. [THE] LOWER COURT ERRED IN ITS DECISION [IN NOT] FINDING [THE] SIGNATURE APPEARING ON THE DOCUMENT DENOMINATED AS SPECIAL POWER OF ATTORNEY IS (sic) GENUINE AS ADMITTED BY THE PRIVATE COMPLAINANT[;]
3. THE LOWER COURT ERRED IN FINDING THAT THE PROSECUTION WAS ABLE TO ESTABLISH THAT ACCUSED BENEFITTED FROM THE PROCEEDS OF THE LOAN[; and]
4. THE LOWER COURT ERRED IN FINDING AND AFFIRMING [THE] MUNICIPAL TRIAL COURT'S (sic) DECISION WHEN IN FACT WITNESS ELISA CAPERO ADMITTED THAT THE SPECIAL POWER OF ATTORNEY WAS (sic) GIVEN TO THE ACCUSED CHONA JAYME [WAS] ALREADY COMPLETE[.]<sup>[20]</sup>

### **The Court's Ruling**

The petition is without merit.

Petitioner! maintains that the CA should not have dismissed the case on the basis of pure technicalities so as not to defeat the ends of justice and cause grave injustice to the parties.<sup>[21]</sup>