

## THIRD DIVISION

[ G.R. No. 205097, June 08, 2016 ]

### CORAZON D. ISON, PETITIONER, VS. PEOPLE OF THE PHILIPPINES, RESPONDENT.

#### DECISION

#### REYES, J.:

The instant petition for review on *certiorari*<sup>[1]</sup> assails the Decision<sup>[2]</sup> and Amended Decision<sup>[3]</sup> of the Court of Appeals (CA), dated January 30, 2012 and October 30, 2012, respectively, in CA-G.R. CR No. 33471, which affirmed with modification the Decision<sup>[4]</sup> rendered on April 30, 2010 by the Regional Trial Court (RTC) of Binangonan, Rizal, Branch 67, convicting Corazon D. Ison (Ison), now 76 years old, of Estafa under Article 315(2)(a)<sup>[5]</sup> of the Revised Penal Code (RPC).

#### Antecedent Facts

As summed up by the Office of the Solicitor General (OSG), the prosecution's version of the facts is as follows:

Sometime in September 2004, [Ison] offered to sell two (2) parcels of fishpond<sup>[6]</sup> [located in Barangay Pilapila, Binangonan, Rizal] with areas of two thousand seventeen (2,017) square meters and forty-six (46) square meters to Atty. Hermenegildo Ramos, Jr. (Ramos) and Edgar Barroga (Barroga). The contract price for said fishponds was Eight Hundred Thousand Pesos (Php800,000.00) which included all improvements, fishes, fingerlings, privileges, plants, trees, and two motorized bancas.

[Ison] persuaded Ramos and Barroga to buy the fishponds after showing them Laguna Lake Development Authority (LLDA) permits and receipts either in her name or in the name of her husband.

Ramos and Barroga were convinced of [Ison's] ownership of the fishponds and agreed to buy the same. After executing the Contract to Sell<sup>[7]</sup> dated September 15, 2004, Ramos and Barroga paid [Ison] One Hundred Thousand Pesos (Php100,000.00) in cash as partial payment. Thereafter, Ramos and Barroga took possession of the fishponds. Ramos and Barroga visited the fishponds often, bought feeds and operated the same. Ramos and Barroga also made [Ison's] caretaker, Ariel Genodipa, as their caretaker.

On November 4, 2004, Ramos and Barroga paid [Ison] an additional Fifty Thousand Pesos (Php50,000.00) representing two equal installments of

Twenty- Five Thousand Pesos (Php25,000.00).

Thereafter, Ramos and Barroga received a call from a certain Ligaya Tupaz who told them that Colonel Pedro Vergara (Vergara) was the real owner of the fishponds.

On December 27, 2004, a meeting was set for Ramos, Barroga, [Ison] and Vergara. Vergara, however, left before the meeting started. During the meeting, [Ison] admitted that she first sold the fishponds to Vergara before she sold the same to Ramos and Barroga. Ramos and Barroga then asked [Ison] to return their money plus interest and damages. [Ison] promised to return the money but reneged on her promise.

Meanwhile, on January 2, 2005, Vergara and eight *mamumukot* entered the fishponds, harvested the fish and took possession of the same.

Ramos and Barroga then sent demand letters dated January 3, 2005 and January 10, 2005 to [Ison].

When [Ison] failed to comply, Ramos and Barroga filed a complaint for Estafa against her.

During her arraignment, [Ison] pleaded "not guilty" to the crime charged.

[8] (Citations omitted)

Ison, on the other hand, claims that she remains to be the registered owner of the fishponds. In November of 2003, she sold the same to Colonel Pedro Vergara (Col. Vergara), who designated her as caretaker thereof. Within a year from the purchase, Col. Vergara did not earn from the fishponds' operation. Thereafter, he authorized Ison to sell the property for P850,000.00, out of which P150,000.00 shall be paid to the agents. Since the permits and other documents relative to the ownership and operation of the fishponds are still in Ison's name, Col. Vergara authorized her to sign the deed evidencing the sale for the sake of expediency in the transactions.<sup>[9]</sup>

Ison alleges that she was introduced to Atty. Hermenegildo Ramos, Jr. (Atty. Ramos) and Edgar Barroga (Edgar) (collectively, the private complainants) by three agents, to wit, Rommel Estacio, Jude Paralejas and Jess Barroga (Jess).<sup>[10]</sup> Jess is the father of Edgar. When Ison met with the private complainants in the fishponds, the latter already brought a ready made Contract to Sell. Initially, Ison wanted for cash to be outrightly paid. Hence, she refused to sign the contract, which stipulated that the purchase would be in an installment basis. Jess then assured Ison that Atty. Ramos can easily make the payments and that the Contract to Sell would be a mere formality. Ison thus received P50,000.00 in cash and P50,000.00 in check and the private complainants promised that the balance would be paid in December 2004. Ison informed Col. Vergara of the agreement.<sup>[11]</sup>

In November of 2004, Ison reminded Atty. Ramos about the balance due. Atty. Ramos paid Ison P50,000.00. Later, in December, Atty. Ramos told Ison that the payments would be made in an installment basis as stipulated in the Contract to Sell. Ison informed Edgar and Jess of Atty. Ramos' stance.<sup>[12]</sup>

On December 8, 2004, Ison, Col. Vergara, and the private complainants met in Tropical Hut in Sta. Lucia. As Col. Vergara had to fetch somebody from the airport, he left even before the discussions started. The private complainants then demanded for Ison to reimburse the P150,000.00, which they had previously paid.  
[13]

Since either the payment of the balance by the private complainants or the reimbursement by Ison had not been made, Col. Vergara harvested the fishes in the ponds. Subsequently, the private complainants met Ison in SM Megamall for the latter to return the P150,000.00, which she had previously received. However, Atty. Ramos refused to accept the money and instead offered the said amount to Ison in exchange for the latter's testimony in the suit intended to be filed against Col. Vergara for harvesting the fishes. Even after conferring with her lawyer, Ison was still undecided whether or not to testify against Col. Vergara. Eventually, Atty. Ramos filed cases against Ison and Col. Vergara.<sup>[14]</sup>

Col. Vergara admitted that he authorized Ison to sell the fishponds. However, he claimed that he was unaware of the execution of the Contract to Sell between Ison and the private complainants. Ison now alleges that Col. Vergara's denial was made for him to evade criminal liability relative to the harvest of the fishes in the ponds.  
[15]

On September 15, 2005, an Information<sup>[16]</sup> was filed against Ison charging her with estafa under Article 315(2)(a) of the RPC.

### **Rulings of the RTC and CA**

On April 30, 2010, the RTC convicted Ison as charged in the Information in Criminal Case No. 05-362. The dispositive portion of the decision reads:

Based on the foregoing, we find accused [Ison] **GUILTY** beyond reasonable doubt of committing Estafa under Article 315(2[a]) of the [RPC] and sentence her to suffer an indeterminate penalty of 2 years, 11 months and 10 days of *Prision Correccional* in its Minimum and Medium periods as minimum to 20 years of *Reclusion Temporal* as Maximum[.] We also **ORDER** her to pay [the private complainants] the amount of P150,000.00 which she defrauded from them and costs. All other claims for damages are **DISMISSED** for lack of basis.

SO ORDERED.<sup>[17]</sup>

The conviction was based on the following grounds:

To convict Ison of Estafa under Article 315(2[a]) of the [RPC], the prosecution must prove beyond a reasonable doubt that she defrauded [the private complainants] of P150,000.00 as payment for fishponds fees by falsely pretending to possess power, influence, qualifications as the owner x x x when [they actually] belonged to someone else. The prosecution was able to show a document where Ison represented herself as the owner of the fishponds and the testimony from [Atty.] Ramos that she was not. This is further buttressed by Ison's admission that she was not the owner but Col. Vergara and her defense is that [the private

complainants] knew this fact and still induced her to sign the Contract to Sell as a formality and that it was they who reneged on their "real agreement" of a down payment plus the full balance by December 2004. Further[,] she tried to return the money in exchange for settling the cases. The trouble with this story is that it is so incredible that only a fool can swallow it. If such a story were true, then she could simply refuse to accept the payment or deal with [the private complainants] in the first place to protect the interests of [Col. Vergara], her supposed principal. Further[,] there is no proof on record that [Col. Vergara] authorized [Ison] to sell the fishponds to [the private complainants] under the terms she describes. Records will show that she was even supposed to present him presumably to prove this but he did not testify. Further, we doubt that if she actually disclosed that [Col. Vergara] was the true owner that they would continue to deal with her and not with him considering that [Atty.] Ramos is a lawyer with [sic] a stickler for legalities. The indisputable fact is that she represented herself in a public document as the owner of these properties as she [offered to sell them] to [the private complainants] when she was not[,] to their damage in the amount of P150,000.00 and the lost fishponds. Further, she candidly admitted that she was trying to settle this case and an offer of compromise by an accused in a criminal case may be received as an implied admission of guilt (Section 27, Rule 130). x x x Ison can only offer her uncorroborated self-serving denial, an inherently weak and incredible defense which will not help her beat the rap.<sup>[18]</sup> (Citations omitted)

On January 30, 2012, the CA denied Ison's appeal, but modified the penalty imposed by the RTC pursuant to the provisions of the Indeterminate Sentence Law. The decretal portion of the assailed decision<sup>[19]</sup> is quoted below:

**WHEREFORE**, the appeal is **DENIED**. The assailed *Decision* dated April 30, 2010 of the RTC, Branch 67, Binangonan[,] Rizal, in Criminal Case No. 05-362, is **AFFIRMED with MODIFICATION**, sentencing [Ison] to the indeterminate penalty of imprisonment of four (4) years and two (2) months of *prision correccional*, as minimum, to eighteen (18) years and one (1) day of *reclusion temporal*, as maximum.

**SO ORDERED.**<sup>[20]</sup>

The CA explained that:

The elements of estafa under [Article 315(2[a]) of the RPC] are: (1) there must be a false pretense, fraudulent act or fraudulent means; (2) such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) the offended party must have relied on the false pretense, fraudulent act, or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act, or fraudulent means; and (4) as a result thereof, the offended party suffered damage.

x x x x

Indeed, the totality of the evidence extant in the records points to two

relevant facts determinative of [Ison's] culpability: (1) adverse to Col. Vergara's ownership of the subject properties and without disclosing such fact to [the private complainants] when she made her offer to sell or even at the time of the execution of the *Contract to Sell*, [Ison], through fraudulent and deceitful pretense of ownership, misrepresented herself as the true and lawful owner of the subject properties, making [the private complainants] believe she had full power to dispose thereof; and (2) with complete reliance on such misrepresentation, [the private complainants] entered into the *Contract* and paid [Ison] the partial consideration of P150,000.00 in the hope of acquiring ownership of the subject properties, but which resulted in their defraudation. Contrary to [Ison's] claim of [the private complainants'] knowledge of Col. Vergara's ownership of the subject properties prior to the execution of the *Contract*, the evidence reveals that [the private complainants] were notified of an adverse claim only in November 2004 when Mrs. Vergara informed them that she and [her husband] are the owners thereof. [The private complainants] confirmed such ownership only during their meeting with Col. Vergara and [Ison] on December 27, 200[4] when the latter admitted having earlier sold the subject properties to Col. Vergara. In fact, her own testimony during the trial on January 7, 2009 proves that [the private complainants] learned of Col. Vergara's ownership only after the execution of the *Contract*. x x x:

x x x x

Where a party recognizes and admits that the ownership of a property belongs to another, the party's untruthful assertion of ownership over said property by a false claim of true and lawful ownership thereof and by the performance of acts consistent with such purported ownership is a clear case of deceit and misrepresentation. Furthermore, by recognizing that ownership belongs to another, the party admits that he is not in a position to transfer ownership of the property. Hence, one who, by invoking his false claim of ownership, transfers ownership to another despite his lack of authority to do so, is guilty of fraud and deceit.

x x x x

Indubitably, the parody between [Ison's] recognition of Col. Vergara's ownership of the subject properties and her false pretense of true and lawful ownership thereof clearly evinces fraud and deception. The strength of this false pretense facilitated the execution of the *Contract to Sell* on the basis of which, [the private complainants] were compelled to part with P150,000.00, enabling [Ison] to unjustifiably and fraudulently profit.<sup>[21]</sup> (Citations omitted)

On October 30, 2012, the CA rendered the herein assailed Amended Decision<sup>[22]</sup> reiterating the conviction but lowering the minimum period of the indeterminate penalty imposed to six (6) months and one (1) day of *prision correccional* in view of Ison's advanced age.

## **Issues**