

## FIRST DIVISION

[ G.R. No. 208113, December 02, 2015 ]

**DOLORES DIAZ, PETITIONER, VS. PEOPLE OF THE PHILIPPINES  
AND LETICIA S. ARCILLA, RESPONDENTS.**

### D E C I S I O N

**PERLAS-BERNABE, J.:**

Before the Court is a petition for review on *certiorari*<sup>[1]</sup> assailing the Decision<sup>[2]</sup> dated January 30, 2013 and the Resolution<sup>[3]</sup> dated July 10, 2013 of the Court of Appeals (CA) in CA-G.R. CV No. 97571, which directed petitioner Dolores Diaz (petitioner) to pay respondent Leticia S. Arcilla, (respondent) the amount of P32,000.00, with legal interest at the rate of six percent (6%) per annum (p.a.) from July 28, 1998 until finality of the decision and thereafter, interest at the rate of twelve percent (12%) p.a. on the outstanding balance until full satisfaction.

#### The Facts

On March 11, 1999, an Information<sup>[4]</sup> for *estafa* was filed against petitioner before the Regional Trial Court of Manila, Branch 5 (RTC) for her alleged failure to return or remit the proceeds from various merchandise valued at P32,000.00 received by her in trust - *i.e.*, on consignment basis from respondent.<sup>[5]</sup> During arraignment, petitioner entered a negative plea. Thereafter, trial on the merits ensued.<sup>[6]</sup>

The prosecution anchored its case on the testimony of respondent who claimed to be a businesswoman engaged in the business of selling goods/merchandise through agents (one of whom is petitioner) under the condition that the latter shall turn over the proceeds or return the unsold items to her a month after they were entrusted. Respondent averred that on February 20, 1996, she entrusted merchandise consisting of umbrellas and bath towels worth P35,300.00 to petitioner<sup>[7]</sup> as evidenced by an acknowledgment receipt<sup>[8]</sup> dated February 20, 1996 duly signed by the latter. However, on March 20, 1996, petitioner was only able to remit the amount of P3,300.00<sup>[9]</sup> and thereafter, failed to make further remittances and ignored respondent's demands to remit the proceeds or return the goods.<sup>[10]</sup>

In her defense, petitioner admitted having previous business dealings with respondent but not as an agent. She clarified that she was a client who used to buy purchase order cards (POCs) and gift checks (GCs) from respondent on installment basis and that, during each deal, she was made to sign a blank sheet of paper prior to the issuance of POCs and GCs. She further claimed that their last transaction was conducted in 1995, which had long been settled. However, she denied having received P32,000.00 worth of merchandise from respondent on February 20, 1996.  
<sup>[11]</sup>

## **The RTC Ruling**

In a Decision<sup>[12]</sup> dated June 29, 2011, the RTC acquitted petitioner of the charge of *estafa* but held her civilly liable to pay respondent the amount of P32,000.00, with interest from the filing of the Information on March 11, 1999 until fully paid, and to pay the costs.

The RTC found that the prosecution failed to establish any intent on the part of the petitioner to defraud respondent and, thus, could not be held criminally liable.<sup>[13]</sup> However, it adjudged petitioner civilly liable "having admitted that she received the [GCs] in the amount of P32,000.00." In this relation, it further considered the relationship of respondent and petitioner as in the nature of a principal-agent which renders the agent civilly liable only for damages which the principal may suffer due to the non-performance of his duty under the agency.<sup>[14]</sup>

With the foregoing pronouncement, petitioner elevated the civil aspect of the case before the CA on appeal, docketed as CA-G.R. CV No. 97571.

## **The CA Ruling**

In a Decision<sup>[15]</sup> dated January 30, 2013, the CA upheld petitioner's civil liability.

It ruled that respondent was able to establish by preponderance of evidence her transaction with petitioner, as well as the latter's failure to remit the proceeds of the sale of the merchandise worth P32,000.00, or to return the same to respondent in case the items were not sold, the fact of which having been substantiated by the acknowledgment receipt dated February 20, 1996.<sup>[16]</sup> To this, the CA rejected petitioner's attempt to discredit the said receipt which she denied executing on the ground that she was only made to sign blank documents, finding that even if petitioner was indeed made to sign such blank documents, such was merely a safety precaution employed by respondent in the event the former reneges on her obligation.<sup>[17]</sup>

However, the CA modified the award of interests by reckoning the same from the time of extrajudicial demand on July 28, 1998.<sup>[18]</sup> Accordingly, it directed petitioner to pay respondent the amount of P32,000.00 with legal interest at the rate of 6% p.a. from July 28, 1998 until finality of the decision and thereafter, at the rate of 12% p.a. on the outstanding balance until full satisfaction.

Dissatisfied, petitioner filed a motion for reconsideration<sup>[19]</sup> which was denied in a Resolution<sup>[20]</sup> dated July 10, 2013; hence, this petition.

## **The Issue Before the Court**

The essential issue for the Court's resolution is whether or not the CA committed reversible error in finding petitioner civilly liable to respondent.

## **The Court's Ruling**

The petition lacks merit.

At the outset, it is noteworthy to mention that the extinction of the penal action does not carry with it the extinction of the civil liability where the acquittal is based on reasonable doubt as only preponderance of evidence, or "greater weight of the credible evidence," is required.<sup>[21]</sup> Thus, an accused acquitted of *estafa* may still be held civilly liable where the facts established by the evidence so warrant,<sup>[22]</sup> as in this case.

In upholding the civil liability of petitioner, the CA did not dwell into the purported admission of petitioner anent her receipt of GCs in the amount of P32,000.00 as found by the RTC. Instead, the CA hinged its ruling<sup>[23]</sup> on the acknowledgment receipt<sup>[24]</sup> dated February 20, 1996, the documentary evidence that respondent had duly identified<sup>[25]</sup> and formally offered<sup>[26]</sup> in the course of these proceedings.

For her part, petitioner denied having entered into the subject transaction with respondent, claiming that she: (a) had not transacted with respondent as to other goods, except GCs<sup>[27]</sup> and POCs;<sup>[28]</sup> (b) was made to sign two (2) one-half sheets of paper and a trust receipt in blank prior to the issuance of the GCs and POCs,<sup>[29]</sup> and (c) was not able to retrieve the same after paying her obligation to respondent.<sup>[30]</sup>

The Court agrees with the CA.

Petitioner's claim that she was required to sign two (2) one-half sheets of paper and a trust receipt in blank<sup>[31]</sup> during her transactions with respondent, which she allegedly failed to retrieve after paying her obligations,<sup>[32]</sup> is a bare allegation that cannot be given credence. It is well-settled that "[h]e who alleges a fact has the burden of proving it and a mere allegation is not evidence."<sup>[33]</sup>

On the contrary, the CA correctly found that respondent was able to prove by preponderance of evidence the fact of the transaction, as well as petitioner's failure to remit the proceeds of the sale of the merchandise worth P32,000.00, or to return the same to respondent in case such merchandise were not sold. This was established through the presentation of the acknowledgment receipt<sup>[34]</sup> dated February 20, 1996, which, as the document's name connotes, shows that petitioner acknowledged receipt from respondent of the listed items with their corresponding values, and assumed the obligation to return the same on March 20, 1996 if not sold.<sup>[35]</sup>

In this relation, it should be pointed out that under Section 3 (d), Rule 131 of the Rules of Court, the legal presumption is that a person takes ordinary care of his concerns. To this, case law dictates that the natural presumption is that one does not sign a document without first informing himself of its contents and consequences.<sup>[36]</sup> Further, under Section 3 (p) of the same Rule, it is equally presumed that private transactions have been fair and regular.<sup>[37]</sup> This behooves every contracting party to learn and know the contents of a document before he signs and delivers it.<sup>[38]</sup> The effect of a presumption upon the burden of proof is to create the need of presenting evidence to overcome the *prima facie* case created, thereby which, if no contrary proof is offered, will prevail.<sup>[39]</sup> In this case, petitioner