

THIRD DIVISION

[G.R. No. 154466, January 28, 2008]

**CLIMACO AMORA, Petitioner, vs. PEOPLE OF THE PHILIPPINES,
Respondent.**

D E C I S I O N

NACHURA, J.:

For review is the Decision^[1] of the Court of Appeals (CA) dated January 28, 2002 and its Resolution^[2] dated July 17, 2002 in CA-G.R. CR No. 23853. The assailed decision affirmed with modification the Decision^[3] of the Regional Trial Court (RTC), Branch 47, Tagbilaran City finding petitioner Climaco Amora guilty of the crime of Destructive Arson defined and penalized under Presidential Decree (P.D.) No. 1613. The RTC sentenced petitioner to suffer the indeterminate penalty of 17 years, 4 months and 1 day of *reclusion temporal*, as minimum, to 20 years of *reclusion temporal*, as maximum. The CA, while affirming the conviction, modified the penalty imposed by the RTC, and sentenced the petitioner to an indeterminate penalty of 12 years, 5 months and 11 days of *reclusion temporal*, as minimum, to 18 years, 8 months and 1 day of *reclusion temporal*, as maximum.

Gleaned from the records, the facts are as follows:

On June 27, 1993, a fire broke out in the building used by petitioner as residence and as a bakery. The fire also gutted nearby houses.

Petitioner's edifice was constructed on a lot owned by Adelfa Maslog Tagaytay (Adelfa). Adelfa's father had earlier entered into a contract of lease with petitioner, whereby the latter was to use the lot and erect a building thereon for a monthly rental of P50.00, for a period of twenty (20) years. The lease contract provided that, upon the expiration of the contract on July 10, 1993, ownership over the building shall be transferred to the lessor.

On January 4, 1993, Adelfa informed petitioner that she would no longer renew the contract of lease.

On January 14, 1993, petitioner secured a fire insurance coverage over the subject building from the Malayan Insurance Company for P150,000.00, then obtained another fire insurance policy from Makati Insurance Company for P300,000.00. It appears that the amounts of insurance coverage were substantially higher than the building's market value (pegged at P52,590.00 in the 1985 Tax Declaration).

As found by the trial court, during the actual fire, petitioner was within the premises, heard shouts from his neighbor, ignored the same at first, and only later on did he finally stand up to see what was going on.

The authorities who conducted an investigation submitted an Investigation Report which concluded with the finding that: *"(B)ased on the testimonies of witnesses available and after a meticulous study of the fire incident, the investigation concludes that the cause of fire was intentionally done."*

Thus, petitioner was charged with the crime of Destructive Arson, in an Information^[4] which reads:

That, on or about the 27th day of June 1993, in the City of Tagbilaran, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, with intent of gain, that is, of claiming the fire insurance coverage procured by accused over the building owned by him and located at CPG Ave., Tagbilaran City, and which fire insurance coverage is substantially more than the actual value of the building, did, then and there set the said building on fire, causing as a result the burning and complete destruction of the said building and in said manner also caused the complete burning and destruction of the residential houses owned by Adelfa Maslog Tagaytay, Fernando C. Maslog and Lucena C. Ganados to their damage and prejudice in the amount to be proved in court.

Act committed contrary to the provision of P.D. No. 1613.

to which petitioner pleaded "not guilty."

After trial on the merits, the RTC found petitioner guilty as charged, and, as earlier stated, this finding was affirmed by the CA which considered the following circumstances as adequate proof of petitioner's guilt:

First, there is motive on the part of [petitioner] to commit arson, as the contract of lease over the building would soon be terminated by owner Adelfa Maslog-Tagaytay, against his will. Settled is the rule that a key element in the web of circumstantial evidence is motive.

Second, [petitioner] insured the property despite the fact that the lease would soon be terminated and in fact, he had already been advised to vacate the place.

Third, the amount covering the fire insurance was substantially more than its market and assessed value. x x x.

Fourth, [petitioner] was seen in his residence immediately before the fire and subsequently in a neighbor's shop during the fire.

Fifth, the Fire Investigators concluded in their report that the fire was intentionally done. In the absence of any showing that these investigators were ill-motivated in testifying against [petitioner], their testimonies are given weight and credit. x x x.^[5]

Aggrieved, petitioner comes before us in a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, raising the sole question of whether the guilt of petitioner was proven beyond reasonable doubt.^[6]