

## SECOND DIVISION

[ G.R. NOS. 150926 AND 30, March 06, 2006 ]

**ANITA CHUA, PETITIONER, VS. PEOPLE OF THE PHILIPPINES,  
RESPONDENT.<sup>[1]</sup>**

### D E C I S I O N

**CORONA, J.:**

This petition seeks to set aside the decision<sup>[2]</sup> of the Court of Appeals (CA) dated November 22, 1999, affirming the decision of the trial court in *People v. Anita Chua*, docketed as CA-G.R. Nos. CR-14519 and CR-14520, finding petitioner guilty of violation of Article 315 (2)(d) of the Revised Penal Code (RPC). The decretal portion of the CA decision read:

WHEREFORE, the appealed joint decision of conviction is AFFIRMED, with the modification that appellant ANITA CHUA is, for each of the two felonies of estafa, sentenced to suffer an indeterminate penalty of TWO (2) YEARS, ELEVEN (11) MONTHS and TEN (10) DAYS of prision correccional, minimum term, to SIX (6) YEARS, EIGHT (8) MONTHS and TWENTY (20) DAYS of prision mayor, as maximum. All other aspects of the appealed decision stay. No cost.

SO ORDERED.

The facts, as found by the trial court and upheld by the Court of Appeals, are as follows:

Private complainant Araceli Estigoy was engaged in (the) buy and sell of imported goods from 1982 to 1984 when she met appellant (Anita Chua) who transacted twice with her. On November 25, 1982, appellant issued to complainant in payment of imported (PX) items the following postdated checks drawn against Pacific Bank, Tarlac branch:

Check No.	Date	Amount	Exhibit
41186	March 10, 1983	P6,500.00	"A"
41187	March 14, 1983	P5,500.00	"B"
41188	March 18, 1983	P6,200.00	"C"
41189	March 22, 1983	P4,800.00	"D"
41190	March 27,	P5,973.93	"E"

1983

-----  
Total P28,673.93

On December 4, 1982, appellant again went to complainant's house, purchased some imported items and issued to her the following postdated checks drawn against the same bank in Tarlac, to wit:

Check No.	Date	Amount	Exhibit
91194	March 25, 1983	P3,000.00	"B"
41196	April 2, 1983	P3,000.00	"B-1"
41197	April 6, 1983	P4,500.00	"B-2"
41198	April 9, 1983	P3,500.00	"B-3"
41199	April 13, 1983	P3,800.00	"B-4"
41120	April 16, 1983	P1,875.00	"B-5"
48681	April 30, 1983	P2,500.00	"B-6"
Total		----- P22,175.00	

On their due dates, complainant deposited the checks in the bank but they were dishonored, as evidenced by the check return slips (Exhs. "C" to "C-6" in Crim. Case No. 107 and Exhs. "A-2" to "E-2" in Crim. Case No. 108) with annotations as follows: "drawn against insufficient funds" and/or "account closed" (Exhs. "C-1-A" to "C-6-A" in Crim. Case No. 107 and Exhs. "A-3" to "E-3" in Crim Case No. 108).

Complainant notified appellant of the dishonor and demanded payment of the checks. Appellant failed to redeem or pay the amounts of the checks despite several demands (tsn, Oct. 16, 1984, p. 34, 39 to 40).

Appellant admitted issuing the checks but interposed the defense that she issued the checks as collateral and by way of accommodation of the complainant who requested for the checks.<sup>[3]</sup>

x x x

x x x

x x x

On September 11, 1992, the trial court rendered the judgment of conviction:

WHEREFORE, IN THE LIGHT OF THE FOREGOING, the Court hereby finds the accused Anita Chua guilty beyond reasonable doubt of the crime as charged. In Criminal Case No. 107-C'83 accused is hereby sentenced to suffer an indeterminate penalty of two (2) years, eleven (11) months and eleven (11) days of prision correccional as minimum to six (6) years, eights (8) months and twenty-one (21) days of prision mayor as maximum and to indemnify the private complainant in the amount of P22,175.00. In Criminal Case No. 108-C'83 accused is hereby sentenced to suffer an indeterminate penalty of two (2) years, eleven (11) months and eleven (11) days of prision correccional as minimum to six (6) years,

eight (8) months and twenty-one (21) days of prison mayor as maximum and to indemnify the private complainant in the amount of P28,673.00.

The accused shall simultaneously serve the sentence imposed pursuant to Article 70 of the [RPC].

SO ORDERED.<sup>[4]</sup>

On appeal to the CA, appellant contended that her liability was purely civil because her transaction with private complainant merely involved an accounting and liquidation of civil obligations. The CA disagreed.

The trial Court aptly ruled, and We sustain:

"The Court rejects the defense set up by the accused that the checks were issued only as collateral and were issued upon request of the private complainant. xxx

xxx the Court cannot believe that accused will issue checks without realizing her liability as a drawer. xxx A cursory examination of the amounts thereof will indicate these checks could not have been issued except as payment for goods received, as shown in the list of goods she received from the private complainant. One good example is Check No. 41190, in the amount of P5,973.93 (Exh. "E"). If this is an accommodation check, what is the significance of the P0.93 as appearing in the check"

Additionally, accused claims she paid in cash the goods she received from the private complainant and at the same time she also maintains that the checks she issued totaled P710,522.87, while the total price of the goods she received are (sic) only P458,819.95 less the checks given as collaterals amounting to P288,744.00, that is, she paid private complainant an excess of P37,071.08.

xxx

xxx

xxx

Such an admission is in conflict with her claim that she paid in cash the amount of the goods received and that the checks were issued only as collateral for if she maintains that the amount of her checks is even in excess of P71,502.92, it is inconceivable why in addition to the checks issued, she still paid in cash. xxx for if she paid in cash for the goods she obtained from the private complainant, it is hard to believe she did not ask for the return of her checks. Assuming, however, she issued postdated checks at the time she obtained the goods, upon payment of the goods, she could have stopped payment of the checks.<sup>[5]</sup>

We affirm the CA decision upholding the judgment of conviction rendered by the court a quo, with a slight modification as to the penalty imposed.<sup>[6]</sup>

Procedurally, the petition suffers from a fatal infirmity and must therefore be denied on this basis alone. Petitioner raises purely questions of fact: