

## SECOND DIVISION

[ G.R. No. 133297, August 15, 2002 ]

**MIRAFLOR M. SAN PEDRO, PETITIONER, VS. THE PEOPLE OF THE  
PHILIPPINES AND THE HON. COURT OF APPEALS,  
RESPONDENTS.**

### RESOLUTION

**QUISUMBING, J.:**

Before us is a petition for review<sup>[1]</sup> seeking the reversal of the decision<sup>[2]</sup> dated March 31, 1998 of the Court of Appeals in CA-G.R. CR No. 19922, affirming the decision<sup>[3]</sup> of the Regional Trial Court of Makati City, Branch 134 in Criminal Case No. 93-9430.

Petitioner Miraflor San Pedro was charged with violation of Batas Pambansa Blg. 22 or the Bouncing Checks Law. The information<sup>[4]</sup> reads as follows:

That in or about the month of September, 1992, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, did then and there willfully, unlawfully, and feloniously make or draw and issue to Evelyn V. Odra to apply on account or for value the check/s described below:

Check No. : 167407  
Drawn Against : Equitable  
Bank  
In the Amount : P246,130.40  
of :  
Dated/Postdated : February 28,  
1993

Payable to : Evelyn Odra said accused well knowing that at the time of issue thereof, accused did not have sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment, which check when presented for payment within ninety (90) days from the date thereof, was subsequently dishonored by the drawee bank for the reason "Account Closed" and, despite receipt of notice of such dishonor, the said accused failed to pay said payee the face amount within five (5) banking days after receiving notice.

Contrary to law.

Upon arraignment, she pleaded not guilty. Thereafter, trial ensued.

The facts are summarized by the Court of Appeals as follows:

Sometime in March 1992, the complainant [private complainant] joined Raffles and Company, an entity dealing with Pyrex cooking utensils, as Sales Consultant. She convinced the accused (petitioner) to join her in said firm and the latter acceded.

The [private complainant] and the (petitioner) became friends, such that the former entrusted to the latter Pyrex items to be sold to third persons. In the course of their dealings, the (petitioner) became indebted to the [private complainant] in the amount of P300,000.00.

The [private complainant] claimed that she made demands for payment of the P300,000.00 account of the (petitioner) by going to her house in Rosario, Pasig, and the (petitioner) assured to pay her, and promised to issue a check as a security. Sometime in September, 1992, the (petitioner) went to the office of the [private complainant] at the City Trust Banking Corporation here in Makati, and issued the check in question which was postdated February 28, 1993 (Exhs. 'A' to 'A-2'). On March 3, 1993, [private complainant's] depository bank returned the check as it was dishonored for the reason - 'Account Closed'. Demands were made on the (petitioner) to pay the face value of the check but she failed to pay. The [private complainant] consulted a lawyer, who sent a demand letter dated March 15, 1993, urging the (petitioner) to pay the face value of the check within five (5) days from receipt of the same (Exh. 'B'). The letter was personally received by the (petitioner) on March 16, 1993 (Exh. 'B-2'). The (petitioner) failed to pay the face value of the check, hence, the [private complainant] initiated the filing of this action.

[5]

On February 15, 1996, the trial court rendered its decision finding petitioner guilty beyond reasonable doubt of violating B.P. 22. It found that petitioner drew and issued the check for value, as payment for the loan due to private complainant. Being a nurse and an insurance underwriter, petitioner was intelligent enough to know the consequences of issuing a check, said the trial court. Petitioner was sentenced to one year imprisonment and to pay private complainant the sum of P246,130.40, and the costs.[6]

Petitioner appealed to the Court of Appeals, arguing that the trial court erred in disregarding her defense that she did not issue the check for value. Her appeal was denied by the appellate court on March 31, 1998, as it affirmed the trial court's decision and held that a check issued as an evidence of debt, though not intended for payment, has the same effect as an ordinary check and falls within the ambit of B.P. 22. It also stressed that said law punishes issuance of a bouncing check, and not the purpose for which it was issued nor the terms and conditions under which it was issued. The Court of Appeals stressed that the law does not make any distinction on whether the checks were issued in payment of an obligation or merely to guarantee the said obligation.[7]

Hence, this petition, where petitioner raises the sole issue of whether or not the requisite that the check be made, drawn, and issued to apply on account or for value is present.

Petitioner argues that for her to be held liable under B.P. 22, she must have drawn and issued the check to apply on account or for value. She insists that this element