

FIRST DIVISION

[G.R. No. 130632, September 28, 1999]

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. NATY CHUA, ACCUSED-APPELLANT.

D E C I S I O N

DAVIDE, JR., J.:

In a decision^[1] rendered in Criminal Case No. C-34417 for estafa under Article 315(2) (d) of the Revised Penal Code^[2] and Criminal Cases Nos. C-34418 to C-34421 for violations of Batas Pambansa Blg. 22,^[3] the Regional Trial Court of Kalookan, Branch 130, found accused-appellant Naty Chua (hereafter NATY) guilty beyond reasonable doubt in all cases.

The Information in Criminal Case No. C-34417 charged NATY with estafa allegedly committed as follows:

That on, about and sometime during the month of October 1988 in Kalookan City, Metro Manila, and within the jurisdiction of this Honorable Court, the above-named accused defrauded and deceived one Robert Loo Tian in the following manner to wit: the said accused received from said complainant cash money amounting to P232,650.00 and in exchange thereof issued in favor of said complainant the following checks to wit:

<u>Name of Bank</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
Far East Bank & Trust Co.	909202	3/24/89	P 7,500.00
Equitable Bank	12276355	4/20/89	5,150.00
Urban Bank	088899	4/05/89	20,000.00
Equitable Bank	12276356	5/23/89	100,000.00
Equitable Bank	12276357	6/06/89	50,000.00
Equitable Bank	12276358	6/23/89	50,000.00

when said accused knew fully well at the time that she ha[d] no sufficient funds in the bank and would not have such funds even on the date stated on the face thereof and upon presentment of such checks to the drawee bank for payment, the same were all dishonored for the reasons "Drawn Against Insufficient Funds" and "Account Closed"; that despite due notice as required by Republic Act No. 4885 and notwithstanding repeated demands, the herein accused, did then and there wilfully, unlawfully and feloniously refuse and fail to make good her checks in the total amount of P232,650.00 and still refuses and fails to do so, to the damage and prejudice of the said complainant in the aforementioned amount.

Contrary to Law.^[4]

The accusatory portion of the information in Criminal Case No. C-34418 reads as follows:

That on or about and sometime during the month of October 1988 in Caloocan City, Metro Manila, and within the jurisdiction of this Honorable Court, the above-named accused, did then and there willfully, unlawfully and feloniously make and issue Check No 12276355 drawn against the Equitable Banking Corp., in the amount of P5,150.00 dated April 20, 1989 to apply for value in favor of ROBERT LOO TIAN well knowing at the time of issue that she had no sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment, which check was subsequently dishonored for the reason "Drawn Against Insufficient Funds" and with the intent to defraud, failed and still fails to pay the said complainant the amount of P5,150.00 despite receipt of notice from the drawee bank that said check had been dishonored and had not been paid.

Contrary to law.^[5]

The Informations in Criminal Cases Nos. C-34419 to C-34421^[6] are similarly worded as in Criminal Case No. C-34418 except as to the dates of issue, and the numbers and amounts of the checks. Involved therein are Check No. 12276356 dated 23 May 1989 in the amount of P100,000; Check No. 12276357 dated 6 June 1989 in the amount of P50,000; and Check No. 12276358 dated 23 June 1989 in the amount of P50,000. The ground for the dishonor of the checks was "Drawn Against Insufficient Funds."

The cases were consolidated and jointly tried. Upon arraignment, NATY pleaded not guilty in each case.^[7]

The evidence for the prosecution is summarized in the challenged decision of the trial court as follows:

Complainant Robert Loo Tian testified that sometime in October 1988, his sister-in-law Teresita Lim brought to his house in Kalookan City the herein accused Naty Chua and introduced her to him. The accused wanted to borrow money in the amount of P200,000.00. He was at first reluctant and told them to come back after two or three days. When the accused Naty Chua and Teresita Lim returned to his house two or three days later, he agreed to Naty Chua's request and gave her the amount of P232,650.00 in cash in consideration of which the accused issued and delivered him six (6) personal postdated checks, drawn against the Equitable Banking Corporation. When the six (6) checks became due in March 1989, he wanted to deposit them but the accused told him not to deposit them because they were not funded and promised to replace them. Sometime within that month of March 1989, the accused replaced the six (6) personal checks with another six (6) postdated checks, four of which were her personal checks (Exhibits B, D, E, F) drawn against the

Equitable Banking Corporation, while the other two (Exhibits A, C) were checks endorsed to her by Gracita del Rosario and Susana de Guzman (TSN, June 11, 1990, pp. 16-17).

When the two endorsed checks (Exhibits A, C) became due, he made an arrangement with Teresita Lim to deposit them in her personal account because Teresita Lim had money and immediately paid him in cash, whereas if he had to deposit them in his personal account, he would have to wait for another three days before the checks could be cleared. However, the two checks when presented for payment were dishonored for the reason that they were drawn against insufficient funds (Exhibits A-2, C-4, on Exhibits A and C), as a result of which he had to return to Teresita Lim the amount he had received from her. He looked for the accused in order to request her to make good the checks but she was nowhere to be found.

The four personal checks made and issued by the accused Naty Chua (Exhibits B, D, E, F) were deposited by him in his personal account, but they were all dishonored upon presentment and returned unpaid for reasons of insufficient fund (IF) in the case of the Check Exhibit B, and Account Closed with regard to the Checks Exhibits D, E and F. Since he could not find the accused personally, he sent her by registered mail two letters of demand, both dated July 7, 1989, one addressed to her residence at No. 229-F Kanlaon Street, Quezon City, and other to her place of business at No. 147 Carlos Palanca Street, Quiapo, Manila (Exhibits G, H). Both letters were returned by the Post Office for the reason that they were unclaimed by the accused. He noticed, however, that the envelope of one of the letters (Exhibit G) was already opened when returned to him.

Complainant filed with the Kalookan City Police Station a case against the accused (Exhibit I) which case was subsequently forwarded to the Office of the Fiscal (Exhibit J). During the confrontation, at the Fiscal's Office, the accused appeared personally and offered to settle the case by paying to him the amount of P1,000.00 a month, an offer which he rejected for it would take her 17 ½ years to complete the payment.

Teresita Lim corroborated his testimony in all material points.

Alfredo de la Cruz, signature verifier of the Equitable Banking Corporation, who appeared pursuant to a *subpoena duces tecum*, produced before the Court the statement of account of accused Naty Chua with the Bank (Exhibit L). He testified that Check No. 12276355 (Exhibit B) was deposited on April 20, 1989 but was returned the following day for the reason "Insufficient Fund" (TSN, June 25, 1990, p. 7. See also Exhibit L-2 on Exhibit L); that the account of Naty Chua was closed on June 21, 1989; that the three other checks (Exhibits D, E, F) were no longer reflected in the statement of account since her account had been closed, so that said checks were dishonored and returned for the reason "Account Closed". (TSN, June 25, 1990, pp. 8, 9).^[8]

On the other hand, NATY interposed the defense of denial. She denied knowing Robert Loo Tian (hereafter ROBERT) and issuing checks to him. She testified that she received a *subpoena* from the City Prosecutor's Office of Kalookan City sometime in July 1989. Since she did not know the complainant, she "deemed it proper not to attend the hearing." She sent her mother to the prosecutor's office to find out who filed the case against her. Her mother reported that the complainant was one Robert Loo Tian and that the latter was interested in just settling the case. Her mother and ROBERT agreed at the prosecutor's office to meet at Aldy's Restaurant at 2:00 p.m., and her mother advised her to meet with ROBERT.

Accompanied by her mother, her uncle Benjamin Manalo, and her friend Precy, NATY went to Aldy's Restaurant at the appointed hour. Mrs. Loo Tian was there waiting outside the restaurant. Since the restaurant was still closed, her uncle suggested that they go instead to Silver City Restaurant across the street and just wait for ROBERT there.

When they were already inside the restaurant Mrs. Loo Tian made a phone call to ROBERT. NATY's companions all sat on one table. NATY sat on the table next to them, as their table was already fully occupied; besides, she wanted to show then that she and ROBERT did not know each other. After waiting for one-and-a half hours, ROBERT arrived and approached the table where his wife and NATY's companions were sitting. He faced Precy and asked her, "Naty, why [didn't] you want to appear at the fiscal's office?" NATY'S mother answered, "That is not Naty" and pointed at her and said, "That is Naty." When Ben Manalo asked her whether she knew ROBERT, she shook her head to indicate that she did not know him. ROBERT just stared at her and sat down at the table of her companions. ROBERT then said that they should just settle the case and that she should help him by letting Susan appear before the prosecutor's office in order for Susan to pay the P20,000 check issued to Teresita Lim. ROBERT also told her that she could pay to him in installment the amounts of the checks. She refused and told ROBERT that she did not know him, nor did she have an obligation to him. As for Susan's whereabouts, she had no knowledge thereof.

NATY further declared that the four checks issued by her were for Teresita Lim as collateral for her loan and that she already paid these checks in cash and in kind out of the goods taken by Teresita from her store. The goods taken by Teresita worth P65,000 and charged against her loan were covered by delivery receipts. She further claimed that the cash payments she made were listed on a piece of paper and signed by Teresita after each payment. However, she was unable to take back the checks from Teresita. When she requested an accounting Teresita wanted her to produce the list of payments made, but she did not give her list to Teresita. Unfortunately, the list is now missing; although at the time Teresita demanded its production, it was still existing.

Finally, NATY asserted that she merely stood as guarantor to the checks she indorsed, which represented the loans obtained from teresita Lim by Susana de Guzman in the amount of P20,000 and by Gracita del Rosario in the amount of P7,500.^[9]

Benjamin Manalo corroborated NATY's testimony as to what transpired during the meeting at Silver City Restaurant. He testified that NATY did not sit at their table but sat on the third table away from them and they all pretended that they did not know