

## SECOND DIVISION

[ G.R. No. 128927, September 14, 1999 ]

### REMEDIOS NOTA SAPIERA, PETITIONER, VS. COURT OF APPEALS AND RAMON SUA, RESPONDENTS.

#### DECISION

##### BELLOSILLO, J.:

REMEDIOS NOTA SAPIERA appeals to us through this petition for review the Decision of the Court of Appeals<sup>[1]</sup> which acquitted her of the crime of estafa but held her liable nonetheless for the value of the checks she indorsed in favor of private respondent Ramon Sua.

On several occasions petitioner Remedios Nota Sapiera, a sari-sari store owner, purchased from Monrico Mart certain grocery items, mostly cigarettes, and paid for them with checks issued by one Arturo de Guzman: (a) PCIB Check No. 157059 dated 26 February 1987 for P140,000.00; (b) PCIB Check No. 157073 dated 26 February 1987 for P28,000.00; (c) PCIB Check No. 157057 dated 27 February 1987 for P42,150.00; and, d) Metrobank Check No. DAG - 045104758 PA dated 2 March 1987 for P125,000.00. These checks were signed at the back by petitioner. When presented for payment the checks were dishonored because the drawer's account was already closed. Private respondent Ramon Sua informed Arturo de Guzman and petitioner about the dishonor but both failed to pay the value of the checks. Hence, four (4) charges of estafa were filed against petitioner with the Regional Trial Court of Dagupan City, docketed as Crim. Cases Nos. D-8728, D-8729, D-8730 and D-8731. Arturo de Guzman was charged with two (2) counts of violation of B.P. Blg. 22, docketed as Crim. Cases Nos. D-8733 and D-8734. These cases against petitioner and de Guzman were consolidated and tried jointly.

On 27 December 1989 the court *a quo*<sup>[2]</sup> acquitted petitioner of all the charges of estafa but did not rule on whether she could be held civilly liable for the checks she indorsed to private respondent. The trial court found Arturo de Guzman guilty of Violation of B.P. Blg. 22 on two (2) counts and sentenced him to suffer imprisonment of six (6) months and one (1) day in each of the cases, and to pay private respondent P167,150.00 as civil indemnity.

Private respondent filed a notice of appeal with the trial court with regard to the civil aspect but the court refused to give due course to the appeal on the ground that the acquittal of petitioner was absolute. Private respondent then filed a petition for mandamus with the Court of Appeals, docketed as CA-GR SP No. 24626, praying that the court *a quo* be ordered to give due course to the appeal on the civil aspect of the decision. The Court of Appeals granted the petition and ruled that private respondent could appeal with respect to the civil aspect the judgment of acquittal by the trial court.

On 22 January 1996, the Court of Appeals in CA-GR CV No. 36376 rendered the assailed Decision insofar as it sustained the appeal of private respondent on the civil aspect and ordering petitioner to pay private respondent P335,000.00 representing the aggregate face value of the four (4) checks indorsed by petitioner plus legal interest from the notice of dishonor.

Petitioner filed a motion for reconsideration of the Decision. On 19 March 1997 the Court of Appeals issued a Resolution noting the admission of both parties that private respondent had already collected the amount of P125,000.00 from Arturo de Guzman with regard to his civil liability in Crim. Cases Nos. 8733 and 8734. The appellate court noted that private respondent was the same offended party in the criminal cases against petitioner and against de Guzman. Criminal Cases Nos. 8733 and 8734 against De Guzman, and Crim. Cases Nos. 8730 and 8729 against petitioner, involved the same checks, to wit: PCIB Checks Nos. 157057 for P42,150.00 and Metrobank Check No. DAG-045104758 PA for P125,000.00.

Thus, the Court of Appeals ruled that private respondent could not recover twice on the same checks. Since he had collected P125,000.00 as civil indemnity in Crim. Cases Nos. 8733 and 8734, this amount should be deducted from the sum total of the civil indemnity due him arising from the estafa cases against petitioner. The appellate court then corrected its previous award, which was erroneously placed at P335,000.00, to P335,150.00 as the sum total of the amounts of the four (4) checks involved. Deducting the amount of P125,000.00 already collected by private respondent, petitioner was adjudged to pay P210,150.00 as civil liability to private respondent. Hence, this petition alleging that respondent Court of Appeals erred in holding petitioner civilly liable to private respondent because her acquittal by the trial court from charges of estafa in Crim. Cases Nos. D-8728, D-8729, D-8730 and D-8731 was absolute, the trial court having declared in its decision that the fact from which the civil liability might have arisen did not exist.

We cannot sustain petitioner. The issue is whether respondent Court of Appeals committed reversible error in requiring petitioner to pay civil indemnity to private respondent after the trial court had acquitted her of the criminal charges. Section 2, par. (b), of Rule 111 of the Rules of Court, as amended, specifically provides: *"Extinction of the penal action does not carry with it extinction of the civil, unless the extinction proceeds from a declaration in a final judgment that the fact from which the civil might arise did not exist."*

The judgment of acquittal extinguishes the liability of the accused for damages only when it includes a declaration that the fact from which the civil liability might arise did not exist. Thus, the civil liability is not extinguished by acquittal where: (a) the acquittal is based on reasonable doubt; (b) where the court expressly declares that the liability of the accused is not criminal but only civil in nature; and, (c) where the civil liability is not derived from or based on the criminal act of which the accused is acquitted.<sup>[3]</sup> Thus, under Art. 29 of the Civil Code -

*When the accused in a criminal prosecution is acquitted on the ground that his guilt has not been proved beyond reasonable doubt, a civil action for damages for the same act or omission may be instituted. Such action requires only a preponderance of evidence. Upon motion of the defendant, the court may require the plaintiff to file a bond to answer for damages in case the complaint should be found to be malicious.*

*In a criminal case where the judgment of acquittal is based upon reasonable doubt, the court shall so declare. In the absence of any declaration to that effect, it may be inferred from the text of the decision whether or not acquittal is due to that ground.*

An examination of the decision in the criminal cases reveals these findings of the trial court -

*Evidence for the prosecution tends to show that on various occasions, Remedios Nota Sapiera purchased from Monrico Mart grocery items (mostly cigarettes) which purchases were paid with checks issued by Arturo de Guzman; that those purchases and payments with checks were as follows:*

*(a) Sales Invoice No. 20104 dated February 26, 1987 in the amount of P28,000.00; that said items purchased were paid with PCIBank Check No. 157073 dated February 26, 1987;*

*(b) Sales Invoice No. 20108 dated February 26, 1987 in the amount of P140,000.00; that said items purchased were paid with PCIBank No. 157059 dated February 26, 1987;*

*(c) Sales Invoice No. 20120 dated February 27, 1987 in the amount of P42,150.00; that said items were paid with PCIBank Check No. 157057 dated February 27, 1987;*

*(d) Sales Invoice No. 20148 and 20149 both dated March 2, 1987 in the amount of P120,103.75; said items were paid with Metrobank Check No. 045104758 dated March 2, 1987 in the amount of P125,000.00.*

*That all these checks were deposited with the Consolidated Bank and Trust Company, Dagupan Branch, for collection from the drawee bank;*

*That when presented for payment by the collecting bank to the drawee bank, said checks were dishonored due to account closed, as evidenced by check return slips; x x x x.*

*From the evidence, the Court finds that accused Remedios Nota Sapiera is the owner of a sari-sari store inside the public market; that she sells can(ned) goods, candies and assorted grocery items; that she knows accused Arturo De Guzman, a customer since February 1987; that de Guzman purchases from her grocery items including cigarettes; that she knows Ramon Sua; that she has business dealings with him for 5 years; that her purchase orders were in clean sheets of paper; that she never pays in check; that Ramon Sua asked her to sign subject checks as identification of the signature of Arturo de Guzman; that she pays in cash; sometimes delayed by several days; that she signed the four (4) checks on the reverse side; that she did not know the subject invoices; that de Guzman made the purchases and he issued the checks; that the goods were delivered to de Guzman; that she was not informed of dishonored checks; and that counsel for Ramon Sua informed de Guzman*