

### Title:

**\*\*Francisco vs. Court of Appeals: A Case of Forgery and Fiduciary Betrayal\*\***

### Facts:

This case stems from a dispute between Adalia Francisco (petitioner) and Herby Commercial & Construction Corporation (HCCC) along with Jaime C. Ong (respondents). Both parties entered into a Land Development and Construction Contract on June 23, 1977, for a housing project. The agreement involved HCCC undertaking the construction and development of housing units and land with payment on a turn-key basis, direct from the Government Service Insurance System (GSIS) through an executed Deed of Assignment by AFRDC favoring HCCC. Disagreements on payment led to an amicable settlement and a Memorandum Agreement on July 21, 1978, acknowledging completed works and outstanding debts between both parties.

In 1979, Ong discovered checks payable to HCCC for completed works had been signed and deposited by Francisco into her account, instead of being delivered to HCCC. This prompted Ong to file complaints of estafa through falsification of commercial documents against Francisco, which were dismissed by the fiscal's office and the Minister of Justice for lack of evidence.

Subsequently, on November 19, 1979, the respondents filed a case against Francisco and IBAA for the recovery of the value of the forged checks, damages, and litigation costs. The Regional Trial Court ruled in favor of the respondents, finding Francisco had indeed forged Ong's signature and deposited the checks, which was affirmed by the Court of Appeals.

### Issues:

1. Whether or not Francisco forged the signature of Ong on the checks meant for HCCC.
2. Whether the loans Francisco claimed to have extended to HCCC justified her possession and encashment of the checks.
3. If the Memorandum Agreement discharged any obligation related to the disputed checks.
4. The liability of Francisco and IBAA for the forged checks and the consequential damages to the respondents.

### Court's Decision:

The Supreme Court upheld the lower courts' decisions, confirming Francisco's forgery of Ong's signature on the checks. Despite Francisco's claim of an authorized certification to collect receivables on behalf of HCCC, the Court found her guilty of not correctly endorsing

the checks under a representative capacity as per the Negotiable Instruments Law. Consequently, Francisco's actions deprived HCCC of funds due to them, rendering her liable for compensatory and exemplary damages, attorney's fees, and litigation expenses. The interest on the actual damages awarded was modified to six percent (6%) per annum from the filing of the complaint date, transitioning to twelve percent (12%) from the judgment's finality until full payment.

### ### Doctrine:

The case reiterates the principles under the Negotiable Instruments Law regarding endorsement in a representative capacity and the liability for forging signatures on negotiable instruments. It also emphasizes the legal obligations of parties in fiduciary relationships, particularly in handling financial transactions and enforcing the impositions of damages for breach of such obligations.

### ### Class Notes:

- **\*\*Negotiable Instruments Law (Act No. 2031)\*\***: Sections 20 and 44 highlight the proper manner of endorsing instruments in a representative capacity and the personal liability arising from failure to disclose one's principal.
- **\*\*Civil Code Provisions\*\***: Articles 20, 2217, and 2229 outline the bases for moral and exemplary damages in cases of fraud or negligence causing damage to another party.
- **\*\*Doctrine of Interest\*\***: Adapted from *Eastern Shipping Lines*, the prescribed interest rates for damages were detailed, emphasizing the computation of legal interest on amounts adjudged from the time of demand and after the judgment becomes final and executory.

### ### Historical Background:

This case elucidates the judiciary's role in handling financial fraud, especially in situations where fiduciary responsibilities and trust between contracting parties are breached. It demonstrates the legal system's mechanism in addressing and rectifying instances of forgery and misappropriation of funds through the enforcement of civil liabilities, thereby reinforcing the legal standards for financial transactions and contractual obligations within the Philippines' legal structure.