

**\*\*Title:\*\***

Alberto Wong vs. Benny H. Wong, Estelita Wong, and Patrick Law

**\*\*Facts:\*\***

The case initiated from an Information filed in the Regional Trial Court (RTC) of Manila against respondents Benny H. Wong, Estelita Wong, and Patrick Law for Estafa under Article 315 of the Revised Penal Code. The accusation centered around the issuance of four postdated checks totaling P37,500,000.00, which were dishonored due to the accounts being closed. Alberto Wong extended financial assistance to the respondents, who were officers of Morning Star Travel & Tours, Inc., based on mutual trust cultivated over earlier transactions. However, the substantial amounts later loaned were not repaid as promised, leading to legal action.

Upon prosecution's case completion, the Spouses Wong filed a Demurrer to Evidence alleging, among other things, inadequate demonstration of deceit or fraud, and personal criminal liability, asserting that the loans were corporate debts of Morning Star. The RTC granted the demurrer, dismissing the case for lack of evidence of Estafa against the Spouses Wong and archived the case against Patrick Law pending verification of his alleged death.

Alberto Wong's Motion for Reconsideration on the civil aspect was denied, with the RTC and subsequently the Court of Appeals (CA) affirming the dismissal, holding that the corporate debts of Morning Star could not personalise to the Spouses Wong.

**\*\*Issues:\*\***

1. Whether the CA erred in not pronouncing on the civil liability of Spouses Wong.
2. Whether the matter of civil liability should be remanded to the RTC for further proceedings.

**\*\*Court's Decision:\*\***

The Supreme Court denied the petition, affirming the decisions of the CA and RTC. It clarified that civil liability *ex delicto* (arising from a delict or crime) is distinct from civil liability *ex contractu* (arising from a contract). It agreed with the lower courts' findings that the alleged deceit, a crucial element for Estafa, was not established. The absence of such deceit pointed to the essence of the transactions being contractual rather than delictual in nature, thereby nullifying the grounds for civil liability *ex delicto*. According to recent jurisprudence, specifically the Dy case, any obligation arising from the transactions was rooted in contract law, thus not within the purview of civil liability implicit in criminal action

for Estafa.

**\*\*Doctrine:\*\***

Civil liabilities stemming from criminal actions (ex delicto) are distinct from those arising from contracts (ex contractu). In instances where criminal elements, such as deceit in Estafa, are not proven, civil liability related to contracts cannot be adjudicated within the criminal proceeding. Civil action relating to contractual obligations must be filed separately.

**\*\*Class Notes:\*\***

- **\*\*Element of Crime in Estafa:\*\*** The prosecution must prove deceit or fraud, which induces the victim to part with money or property.
- **\*\*Civil Liability Arising from Crime:\*\*** Civil liability ex delicto is tied directly to the act or omission constituting the crime. The absence of criminal liability does not automatically negate civil liability, especially when it arises from a separate obligation (ex contractu).
- **\*\*Demurrer to Evidence:\*\*** A legal move by the defense to dismiss a case due to insufficient evidence from the prosecution without putting forth their defense.
- **\*\*Dy Doctrine:\*\*** Clarifies that civil liability for Estafa cannot be awarded in the criminal case if the delivery or transfer of property is rooted in a contract, reinforcing the separation between civil liability ex delicto and ex contractu.

**\*\*Historical Background:\*\***

The case underscores the intricacies of Philippine jurisprudence regarding the intersection of criminal and civil liabilities, emphasizing the need for clear distinctions between obligations arising from wrongful acts and those from contractual agreements. This decision reflects an evolving understanding of liability and its implications for both corporate entities and individual actors in the legal system, maintaining the autonomy of contractual obligations from criminal proceedings.