

****Title:****

Alfredo Rigor v. People of the Philippines, G.R. No. 18855

****Facts:****

On November 16, 1989, Alfredo Rigor applied for a commercial loan of P500,000 from the Rural Bank of San Juan (RBSJ). He signed a promissory note, and the loan was approved by RBSJ's officials. Rigor endorsed and encashed a cashier's check of P487,000 (net proceeds of the loan). He issued an undated Associated Bank check, No. 165476, in the amount of P500,000 payable to RBSJ.

Rigor failed to repay the loan upon its maturity on December 16, 1989, asking for a two-month extension, and later, another two-month extension both granted by RBSJ's manager. On its final due date, April 16, 1990, Rigor still failed to pay. RBSJ's employees went to Tarlac to collect the loan, and a formal demand letter was sent on April 25, 1990.

On May 25, 1990, Rigor's check was deposited and was dishonored due to a "closed account." Evidence showed that the account was closed since February 1990. Despite another demand letter on September 17, 1990, Rigor failed to pay his obligation. He reasoned that part of the loan proceeds was meant for Agustin Uy, a bank officer, and that he only received P200,000 for personal use.

The trial court convicted Rigor for violating BP 22 (Bouncing Checks Law), sentencing him to 6 months of imprisonment and ordering restitution of P500,000 to RBSJ. The Court of Appeals affirmed the conviction.

****Procedural Posture:****

1. ****Regional Trial Court, Pasig:**** Conviction.
2. ****Court of Appeals:**** Affirmed trial court's decision.
3. ****Supreme Court:**** Petition for review on certiorari filed by Rigor.

****Issues:****

1. Whether Rigor knowingly issued a worthless check.
2. Whether the absence of actual receipt of notice of dishonor is fatal to prosecution under BP 22.
3. Whether the Pasig RTC had jurisdiction over the case for violation of BP 22.

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

1. ****Knowledge of Issuing Worthless Check:****

- The Court affirmed Rigor's knowledge of the insufficiency of funds, as admitted by him. The check had been issued knowing the account had insufficient funds.
- Regardless of payee's knowledge about insufficiency, the issuance of a bad check remains an offense under BP 22. The gravamen of the offense is the issuance of a bad check, not deceit or intent.

2. **Notice of Dishonor:**

- The court established that notice of dishonor was sufficiently given. Rigor was personally informed in Tarlac and later sent formal demand letters. His correspondence acknowledged knowledge of dishonor and an associated demand.
- Rigor's claim of non-receipt is insubstantial as he had directly acknowledged the bank's demand for settlement.

3. **Jurisdiction:**

- Jurisdiction lies at the place where any essential ingredient of the offense occurred. The elements occurred in San Juan: issuance, application, and dishonor of the check.
- Venue was properly laid in the RTC of Pasig, as determined via allegations in the complaint.

Doctrine:

1. **BP 22 (Bouncing Checks Law):**

- Knowledge element is satisfied by admission or implied from circumstances and actual issuance on insufficient funds.
- Notice requirement is satisfied by written, personal, or registered communication disclosing dishonor.

Key Elements or Concepts:

1. **Elements Under BP 22:**

- Issuance of check.
- Knowledge of insufficient funds.
- Subsequent dishonor upon presentment for payment.

2. **Jurisdiction (Rule 110, Sec. 15):**

- Criminal action initiated where offense or any essential ingredient occurred.

Class Notes:

For Batas Pambansa Blg. 22:

- Essential elements of issuing a bad check offense.

- Applicability of presumption period and its role in proving the state of knowledge.
- Proper venue for BP 22 offense is where any act constituting the offense is committed.

****Historical Background:****

BP 22 was enacted to address the increasing incidence of worthless checks and to protect the banking system. Jurisprudence has developed to ensure that the primary focus remains on the act of issuing a check that cannot be honored, regardless of subjective intentions or any secondary agreements involving the check's issuance.