

Title:

Sapiera v. Court of Appeals, 373 Phil. 148 (1999)

Facts:

Remedios Nota Sapiera, a sari-sari store owner, purchased groceries from Monrico Mart, paying through checks issued by Arturo de Guzman. The checks included:

1. PCIB Check No. 157059 for P140,000.00 dated 26 February 1987;
2. PCIB Check No. 157073 for P28,000.00 dated 26 February 1987;
3. PCIB Check No. 157057 for P42,150.00 dated 27 February 1987;
4. Metrobank Check No. DAG - 045104758 for P125,000.00 dated 2 March 1987.

These checks were indorsed by Sapiera. Upon presentation, the checks were dishonored due to the closure of the drawer's account. After informing Sapiera and de Guzman, who both failed to make the payment, Ramon Sua, the supplier, filed four estafa charges against Sapiera with the Regional Trial Court (RTC) of Dagupan City. De Guzman faced two charges under B.P. Blg. 22 (Bouncing Checks Law). The RTC acquitted Sapiera of estafa but did not address her civil liability. De Guzman was found guilty under B.P. Blg. 22 and ordered to pay civil indemnity.

Sua filed a notice of appeal concerning the civil aspect, denied by the RTC. Sua then filed for mandamus with the Court of Appeals (CA), which allowed his appeal on the civil aspect. The CA ordered Sapiera to pay P335,000.00. Sapiera's motion for reconsideration partly succeeded as it was acknowledged that Sua had already collected P125,000.00 from de Guzman, hence correcting the payable amount to P210,150.00. Sapiera then filed a petition with the Supreme Court.

Issues:

1. Whether the acquittal of Remedios Nota Sapiera from estafa charges extinguishes her civil liability for the dishonored checks.
2. Whether the Court of Appeals was correct in requiring Sapiera to pay civil indemnity to Ramon Sua despite her acquittal.

Court's Decision:

1. **Civil Liability Despite Acquittal:** The acquittal does not necessarily extinguish civil liability unless it is expressly declared by the judgment that the fact from which the civil action might arise did not exist. The RTC's decision was based on insufficient evidence of conspiracy, not on the non-existence of the act, thus not extinguishing civil liability.

2. **Indorsement and Liability:** Under the Negotiable Instruments Law, a person who indorses a check without qualification warrants its validity and is liable if it is dishonored. Sapiera signed the checks on the reverse, becoming an indorser, thereby warranting payment. When the checks were dishonored, her civil liability emerged.

The Supreme Court affirmed the CA's order for Sapiera to pay P210,150.00, adjusting the payable amount after acknowledging the P125,000.00 already paid by de Guzman.

Doctrine:

1. **Article 29, Civil Code:** Even if acquitted of a criminal charge due to reasonable doubt, civil liability might still be pursued if based on a preponderance of evidence.
2. **Negotiable Instruments Law:** Indorsers warrant the validity of the checks they indorse and are liable for payment upon dishonor.

Class Notes:

- **Acquittal and Civil Liability:**
 - Article 29, Civil Code: Civil liabilities are separate from criminal liabilities.
 - Section 2(b) Rule 111, Rules of Court: Extinction of penal action does not extinguish civil action unless it is declared in the final judgment that the fact does not exist.
- **Negotiable Instruments Law:**
 - Section 17: An ambiguous signature positions the signatory as an indorser.
 - Section 63: A person placing a signature otherwise than as maker, drawer, or acceptor is deemed an indorser unless declared otherwise.
 - Section 66: Indorsers without qualification warrant the instrument's validity and are liable upon dishonor.

Historical Background:

This case underscores the differences in burden of proof between criminal and civil liabilities in Philippine jurisprudence. The decision highlights the protection offered by the Negotiable Instruments Law to ensure that indorsers stand liable for checks they sign, ensuring indemnity for the aggrieved party despite the acquittal in criminal cases. This maintains the balance between justice for criminal acts and compensation for civil breaches.