

THE PEOPLE OF THE PHILIPPINES, PLAINTIFF AND APPELLANT, VS. EDUVIGES SAN ANTONIO, DEFENDANT AND APPELLEE.

G. R. No. L-20430. May 20, 1965

Ponente: BENGZON, J.P., J.

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BENGZON, J.P., J.:

The prosecution has appealed from an order of the Court of First Instance of Bulacan quashing, on defendant's motion, an information for estafa alleging:

"That on or about the month of March, 1961, in the municipality of Obando, province of Bulacan, Philippines, and within the jurisdiction of this Honorable Court, the said accused Eduviges San Antonio, by means of false pretenses and fraudulent manifestations, received from the complaining witness Veronica M. de Leon the sum of P2,620.00 for the purpose of buying rice and with the express obligation of delivering the purchased rice on or before May 20, 1961. or to return to the said Veronica M. de Leon the said sum of P2,620.00 if no rice is purchased, but the said accused, once in possession of the said amount, and far from complying with her aforesaid obligation, and in spite of repealed demands to return the said sum of P2,620.00, did then and there wilfully, unlawfully and feloniously, with grave abuse of confidence and with deceit, misappropriate, misapply and convert to her personal use and benefit the said sum of P2,620.00, belonging to the said Veronica M. de Leon, to the damage and prejudice of the latter in the sum of P2.620.00"

Appellant contends that the court a quo "erred in holding that the transaction subject of the information has been consummated in the City of Manila and in granting¹ motion to quash on this ground".

In the record it is shown that on June 14, 1961, Veronica M. de Leon filed a complaint for estafa in the Justice of the Peace Court of Obando, Bulacan, against Eduviges San Antonio, as follows:

"That on or about the month of March, 1961, in the Municipality of Obando, Province of Bulacan, and within the jurisdiction of this Court, the said unused, having received from Veronica M. de Leon, offended party herein, the sum of TWO THOUSAND SIX HUNDRED TWENTY PESOS (P2,620.00) for the purpose of buying for the latter rice with the expressly obligation of delivering said rice or the money if she be not able to buy any on or before May 20, 1961, did then and there wilfully, unlawfully and feloniously misappropriate, misapply and convert the said sum of P2,620.00 to her own use and benefit and to the damages and prejudice of the undersigned Veronica M. de Leon in the sum of P2,620.00 (sic.)

Accompanying the complaint was an affidavit of the complainant and a receipt signed by the accused.

The affidavit, dated June 14, 1961, stated that complainant had known the accused for a long time and that they are residents of Barrio Catanghalan, Obando, Bulacan; that complainant used to sell and distribute rice in their barrio; that the. accused, knowing complainant's need of rice for distribution, offered to buy rice for her; that in March of 1961 complainant delivered to the accused P2,620.00 for said purpose in her residence at Obando, Bulacan, without a receipt; that in May of 1961 complainant asked the accused for a receipt with a statement of her undertaking, and the latter executed the receipt; that the accused was to deliver the rice on or before May 20, 1961 or return the money should she not be able to buy any; and that on May 20, 1961, complainant went to see

the accused at her residence in Manila, demanding the delivery of the rice or the return of the money, but the accused refused to do so.

The receipt, attached to the affidavit as integral thereof, is quoted hereunder:

"RECIBO"

"Tinanggap ko kay Gng. VIRGINIA DE LEON ng Obando, Bulacan and halagang ISANG LIBO ISANG DAAN PISO (P1,100.00), kuwartang Filipino, na ang nasabing halaga ay aking ipamili ng bigas na ihuhulog ko kay GNG. VIRGINIA DE LEON at kung hindi ako makabili ng bigas ang nasabing halaga ay aking isasauli nang walang tubo o patong sa kanya sa 20 ng Mayo, 1961 sa kanyang tahanan sa Obando, Bulacan.

"Maynila, Mayo 3, 1961."

(Sgd.) EDUVIGES SAN ANTONIO

"Sa harap nila:

(Sgd.) FLORA DE LEON

(Sgd.) CONSOLACION DAVID"

After the accused waived the second stage of preliminary investigation, the records were transmitted to the Court of First Instance of Bulacan, where, on February 6, 1962, the corresponding information, aforequoted, was filed.

On March 16, 1962, before arraignment, defense counsel Gloved to quash the information on the ground that, per receipt signed in Manila, the alleged crime was committed outside the territorial jurisdiction of the trial court. Said Motion was denied on March 26, 1962, for the reason that defendant presented no sufficient evidence to prove his contention and that in complainant's affidavit it is slated that the money was delivered to the accused in Obando, Bulacan.

Subsequently, however, a second motion to quash was filed, on September 11, 1962, upon the same ground. The court a quo, on the same day, granted the motion and dismissed the case with costs de oficio. The prosecution's motion for reconsideration was thereafter denied.

It is a fundamental principle of remedial law that what determines the jurisdiction and competence of a court is that which is alleged in the information (U.S. vs. Mallari,

For purposes of determining jurisdiction in the present case, therefore, the question of where the accused allegedly received the money has to be resolved by the allegations in the information. It is categorically stated therein that "on or about the month of March 1961, in the municipality of Obando, province of Bulacan the said accused Eduviges San Antonio, by means of false pretenses and fraudulent manifestations, received from the complaining witness Veronica M. de Leon the sum of P2,620.00". (Italics supplied.) Such element of estafa accordingly took place in Bulacan, as far as the motion to quash is concerned, so that the offense alleged is within the court a quo's jurisdiction.

Furthermore, as stated, the defense relied on the receipt for its contention that the money was received in Manila. The affidavit of the complainant, however, to which the receipt is attached and made an integral part, states that said receipt was executed merely to confirm the delivery of the money previously made in Bulacan.

Assuming, even, that the money was delivered to the accused in Manila, the express undertaking of the accused, stated in the information as well as in the receipt, was to deliver the rice purchased therewith, or return the money, in Obando, Bulacan. The alleged failure of the accused to comply with said undertaking;—an element of estafa—is

a failure to deliver the palay or return the money in Obando, Bulacan, that is, within the court a quo's jurisdiction.

Wherefore, the order quashing the information is hereby set aside, and the case remanded for further proceedings, without costs.

It is so ordered.

Bengzon, C. J., Bautista Angelo, Concepcion, Reyes, J. B. L., Barrera, Paredes, Dizon, Regala, Makalintal and Zaldivar, JJ., concur.

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