

**THE PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS.
ARNOLD VILLASEÑOR, JUDITH MAGLONZO, MARIETTA ARCE,
ANASTACIA PEREZ, ROMEO DROMAL, LUZ DE LEON, PLENIO
MORANTE, CESAR CACA...**

Ponente: LIBREA-LEAGOGO, C.C., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/3c84bafbe61b/>

LIBREA-LEAGOGO, C.C., J.:

Before this Court is an appeal from the Decision[1] dated 12 April 2013 of the Regional Trial Court, Fourth Judicial Region, Branch 68, Binangonan, Rizal in the case entitled “People of the Philippines v. Arnold Villaseñor, Judith Maglonzon, Marietta Arce, Anastacia Perez, Romeo Doromal, Luz De Leon, Plenio Morante, Cesar Cacayurin, Charino Ocampo, Robert Abrugar, Mel Reyes and Fernando Charvet,” docketed as Criminal Case No. 01-216, for estafa under Article 315 1(b) of the Revised Penal Code, the dispositive portion of which reads:

“Based on the foregoing, we find accused Arnold Villaseñor, Marietta Arce, Romeo Doromal, Luz De Leon, Plenio Morante, Cesar Cacayurin, Charino Ocampo, Robert Abrugar, Mel Reyes and Fernando Charvet GUILTY beyond reasonable doubt of committing Estafa under Article 315(2[a]) of the Revised Penal Code and sentence them to each suffer an indeterminate penalty of 2 years, 11 months and 10 days of (p)rison (c)orreccional in its (m)inimum and (m)edium (p)eriods as minimum to 20 years of (r)eclusion (t)emporal as (m)aximum. We also ORDER them to remit or to pay Mabuhay Homes 2000 Homeowners Association the sum of P2,546,421.90 and costs.

However, we find accused Anastacia Perez and Judith Maglonzon NOT GUILTY because of reasonable doubt.

The cases against accused Marietta Arce, Luz De Leon, and Charino Ocampo are hereby archived, (sic) issue alias warrants for their arrest.

SO ORDERED.”[2]

Accused-appellants filed a Motion for Bail[3] dated 06 March 2014, to which plaintiff-appellee filed a Comment[4] dated 08 May 2014. Accused-appellants filed a Reply[5] dated 16 May 2014. In this Court's Resolution[6] dated 04 June 2014, the Motion for Bail was granted and accused-appellants were required to post bail in the amount of Php40,000.00 each. In another Resolution[7] dated 23 June 2014, the temporary release pending appeal of accused-appellant Abrugar, after he posted a Php40,000.00 cash bail, was ordered. The temporary release of accused-appellant Cacayurin, after he posted a Php40,000.00 cash bail, was also ordered in the Resolution[8] dated 30 June 2014.

Accused-appellants filed their Brief[9] dated 10 August 2014. Plaintiff-appellee likewise filed its Brief[10] dated 29 December 2014. Accused-appellants then filed a Reply Brief[11] dated 13 January 2015. Thus, the case is submitted for decision.

FACTUAL ANTECEDENTS

Accused Arnold Villaseñor (“Villaseñor,” for brevity), Judith Maglonzo (“Maglonzo,” for brevity), Marietta Arce (“Arce,” for brevity) Anastacia Perez (“Perez,” for brevity), Romeo Doromal (“Doromal,” for brevity), Luz De Leon (“De Leon,” for brevity), Plenio Morante (“Morante,” for brevity), Cesar Cacayurin (“Cacayurin,” for brevity), Charina Ocampo (“Ocampo,” for brevity), Robert Abrugar (“Abrugar,” for brevity), Mel Reyes (“Reyes,” for brevity) and Fernando Charvet (“Charvet,” for brevity) were charged with estafa under Art. 315 paragraph 1(b) of the Revised Penal Code, in an Information^{xii} dated 30 April 2001 and later, in an Amended Information^[13] dated 27 July 2001, without accused Reyes and Charvet, docketed as Criminal Case No. 01-216, the accusatory portion of which reads:

“That sometime during the periods from October 1998 to December 1999, in the Municipality of Binangonan, Province of Rizal, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and all of them mutually helping and aiding one another, being then the interim officers of Mabuhay Homes 2000 Homeowners Association, Inc, (MAHOA, Inc.) received in trust from the members of the Association and Extraordinary Development Corp. (formerly White House Development Corp.), the developer of the Mabuhay Homes Subd., the total amount of Php2,546,421.90, which was supposed to be used as seed money for the administration, management and operation of the homeowners association and projects within the subdivision for the benefit of all residents of Mabuhay Homes Binangonan, with the express obligation on the part of the accused to account for the said amount, but the accused once in possession of the said amount, far from complying with their obligation, with intent to defraud, with unfaithfulness and grave abuse of confidence, did then and there willfully, unlawfully and feloniously misappropriate and convert to their own personal use and benefit, and accused despite repeated demands to turn over and account for the said amount and or its equivalent amount of Php2,546,421.90 failed and refused and still fails and refuses to do so, to the damage and prejudice of the homeowners or members of the association, in the aforesaid amount of Php 2,546,421.90.

CONTRARY TO LAW.”^[14]

In an Order^[15] dated 04 June 2001, accused Doromal, Abrugar, Villaseñor, Cacayurin, and Morante appeared voluntarily and posted the required bail bond for their temporary liberty in the amount of Php40,000.00 (for each accused), thus the order for their arrest was lifted.

A Motion to Suspend and Defer Proceedings^[16] dated 05 June 2001, as well as a Motion for Reconsideration^[17] dated 04 June 2001 were filed by accused Perez and De Leon. Accused Villaseñor, Cacayurin, Doromal, Abrugar, Morante, Reyes, Charvet, Ocampo, Maglonzo and Arce also filed a Motion to Defer Proceedings^[18] dated 14 June 2001.

In an Order^[19] dated 26 June 2001, warrants of arrest were ordered issued against accused Arce, De Leon, Ocampo, Reyes and Charvet; and considering that accused Villaseñor, Perez, Maglonzo, Morante, Doromal, Cacayurin and Abrugar have already posted their respective bonds for their provisional liberty, their arraignment was set on 26 July 2001. Accused Reyes filed an Urgent Motion to Suspend Proceedings and Issuance of Warrant of Arrest^[20] dated 21 June 2001.

In an Order^[21] dated 16 July 2001, the warrant of arrest issued against Charvet was recalled, it appearing that he posted a bailbond for his provisional liberty. A Motion for Re-Investigation and Deferment of Arraignment^[22] dated 20 July 2001 was filed by Charvet. In an Order^[23] dated 26 July 2001, the arraignment was reset to 27 August 2001. As to the Motion for reinvestigation filed by accused Charvet, the trial court held in abeyance the ruling on the same.

A Motion for Leave of Court to Amend Information^[24] dated 27 July 2001 was filed by the public prosecutor,

stating that the prosecution resolves to dismiss the case of Imelda Reyes Pardilla[*] and Charvet, and to exclude them from the Information. An Amended Information[25] dated 27 July 2001 was filed. In an Order[26] dated 09 August 2001, the Motion was granted and the Amended Information was admitted.

In an Order[27] dated 27 August 2001, the bond secured by accused Charvet was cancelled; and the arraignment was reset to 03 September 2001. When arraigned on 03 September 2001, accused Villaseñor, Doromal, Morante, Cacayurin and Abrugar entered their pleas of not guilty.[28]

In an Order[29] dated 03 September 2001, the trial court stated that with respect to accused Perez and Maglonzo, their arraignment was deferred, considering the pendency of their Petition for Review before the Department of Justice. When arraigned on 03 December 2001, accused Maglonzo and Perez pleaded not guilty.[30]

Pre-trial was held and a Pre-Trial Order[31] dated 04 March 2002 was issued. The following admissions were made, viz: as to the identities of the officers of the Mabuhay Homes 2000 Homeowners Association, Inc. (“MAHOA,” for brevity) for the period of October 1998 to December 1999, being accused, Villaseñor-President, Maglonzo-Public Relation Officer, Perez-Treasurer, Doromal-Director of Phase 1-A, Morante-Director, Cacayurin-Vice President, and Abrugar-Director Phase 4; and the principal office of MAHOA is in Binangonan, Rizal.

Trial ensued.

The prosecution presented its lone witness Luzviminda Arada (“Arada,” for brevity). She testified, inter alia, that: they filed a case against the former officers of MAHOA, namely, Villaseñor, Maglonzo, Arce, Perez, Doromal, De Leon, Morante, Cacayurin, Ocampo and Abrugar; she is the newly elected Auditor of MAHOA; they filed a case against the accused because the former MAHOA officers received a sum of money from their developer, the Extraordinary Development Corporation (“EDC,” for brevity); the money was supposed to be spent for the improvements of the Mabuhay Homes, but they did not see any improvements that is why they were looking where the sum of money went; from the records of EDC, the first voucher was dated 15 October 1998 and the former officers received the money on 27 October 1998 in the sum of Php800,000.00, on 12 November 1998 in the sum of Php117,000.00, on 10 December 1998 in the sum of Php679,190.00, on 22 May 1999 in the sum of P34,528.52 and on 08 June 1999 in the sum of Php162,703.43; the total amount is Php2,546,421.95; they asked the former officers where they put the money and in what projects they spent the same; the Php800,000.00 represents their membership fee which the residents were required to pay before transferring to Mabuhay Homes; after several letters sent to Villaseñor, they were only given xerox copies of the logbook which contained expenses that were not official; the same was only on a scratch paper where they wrote their expenses and they were told that the paper represents the amount that they were looking for; Board Resolution No. 07S2001 was for them to turn over all the documents regarding the association; the proper turn over of the official documents and financial statements that they need were denied; they have evidence that the accused received the total amount of Php2,546,421.90; the checks were received by the president of MAHOA, the then treasurer and the PRO signed in the acknowledgment receipt; they also have the financial statement of the Land Bank of the Philippines showing that Php700,000.00 was received by the accused and deposited in Land Bank, Binangonan branch;[32] they have other check vouchers to show who actually received the amounts of Php800,000.00, Php170,000.00, Php679,190.00; Php700,000.00, Php34,528.52, and Php162,703.43;[33] she does not have personal knowledge as to who personally received the amount of Php34,528.52; she does not have a document to show as to who received the amount of Php162,703.43; she claims these particular amounts only in accordance with the Statement of Accounts of the developer EDC; she implicated accused Morante but she does not have any document to show that he received any amount from EDC; she cannot show proof that Morante took part in the alleged misappropriation but because he was one of the officers of MAHOA; she did not witness the receipt of the money

by accused Abrugar, Cacayurin and Doromal but she has in her possession the check issued to them personally in the amount of Php204,000.00; she requested the accused to turn over these amounts and because they were not able to turn over the same, she filed a case for estafa after several demands;[34] Mabuhay Home Owners Association is the same as Mabuhay Homes 2000 phases 1-A, 3-A, 4-A, 1-B, 2-B Homeowners Association Incorporated; as she understands, EDC and White Home Development Corp. (“WHDC,” for brevity) is one and the same;[35] she has been a resident of Mabuhay Homes since July 1997; since 1997, she noticed that a guard has been posted at the gate of Mabuhay Homes and there were streetlights; there were no streetlights insofar as Phase 1 of Mabuhay Homes; when she took over as president of Phase 1A for the year 2000, Meralco cut off the streetlights because the bills for streetlights were not paid; when she assumed office in year 2000 there were streetlights operating in Phase 1 and to her knowledge, it is the association per phase which pays the same; prior to her assumption as president of Phase 1, the water services were operated by the interim officers of MAHOA; the interim officers of MAHOA pays for the water and electric services, as claimed by them;[36] the amount of Php800,000.00 was received by Villaseñor as evidenced by his signature in the acknowledgment receipt of the developer; the amount of Php170,000.00 was only taken by her from the statement coming from the developer; Php700,000.00 was received by Maglonzo; she does not have proof as to who received the amounts of Php34,528.52, Php162,703.43 and Php34,000.00; she has the original copies of the checks issued to accused Abrugar, signed by Perez, Villaseñor and Ocampo in the amount of Php201,000.00; she has twenty (20) checks and their machine copies; the checks were issued personally by the interim officers and pay to cash; the accused's allegations that the money was actually spent for security, electricity and other water services maybe true but the sum of money that they received from the developer was more than enough to pay for the necessary electricity, water and security services; since September 1999, they have not paid for streetlights, water and security services that is why they received a copy of a Decision from MTC, Branch 72 that they have arrears with Capitol Security and Allied services (“Capitol Security,” for brevity); the 20 checks were encashed by the accused as reflected at the back of the checks; Checks (Exhs. M-5 and M-6) were encashed by Abrugar; Exh. M-7 was encashed by Villaseñor, while Exh. M-8 was encashed by Cacayurin; Exh. M-9 was encashed by Abrugar; Exh. M-12 was encashed by Cacayurin, Exh. M-13 was encashed by Doromal, Exh. M-14 was encashed by Abrugar, Exh. M-15 was encashed by Cacayurin, Exh. M-16 was encashed by Doromal, Exh. M-17 by Abrugar, and Exh. M-18 was encashed by Villaseñor;[37] the 20 checks are all checks of MAHOA with Land Bank, Binangonan branch; these checks were given to her by MAHOA Vice President Bong Bordanada; some of the checks were issued to Meralco and Capitol Security, as indicated therein; 7 checks were issued to either Meralco or Capitol Security; as shown on the checks, some money of the association were paid for electricity and security services; when she said they were looking for the money, she means that she has receipts that accused were collecting water bills, and yet the developer turned over to them an amount of money which were intended to pay for water bills and other expenses but accused still collected from them;[38] and the amount defrauded is more or less Php2.5 million.[39]

Plaintiff filed its Formal Offer of Evidence[40] dated 12 January 2005, offering Exhibits “B” to “P”. A Comment, Manifestation and Objections to the Formal Offer of Evidence[41] dated 28 January 2005 was filed by accused Villaseñor, Cacayurin, Abrugar and Doromal. A Comment/Objection to the Formal Offer of Evidence for the Prosecution[42] dated 28 January 2005 was also filed by accused Perez and Maglonzo. Accused Perez and Maglonzo filed a Motion for Leave of Court to File Demurrer to Evidence[43] dated 29 March 2005. In an Order[44] dated 30 March 2006, the trial court admitted the prosecution's exhibits. In an Order[45] dated 15 August 2006, the trial court denied the Motion for Leave of Court to File Demurrer to Evidence.

The defense presented its witness Anastacia Perez (“Perez,” for brevity). She testified, inter alia, that: as interim treasurer of MAHOA, her duties were to take custody of funds of the association, to disburse the funds as per instructions of the president and the chairman of the board, and to keep and prepare the financial records of the

association; the president then was Villaseñor and the chairman of the board was Joseph Matienzo (“Matienzo,” for brevity); as interim officers of MAHOA, they had direct representation with the developer of Mabuhay Homes; they consulted the developer regarding the further development of the subdivision because at that time the subdivision was not yet as developed; aside from opening an account with Land Bank for and in behalf of MAHOA, the developer turned over to MAHOA an amount of Php800,000.00, that amount being the partial membership fees of the residents of Mabuhay Homes; it was collected by the developer when the residents applied for housing units; the Php800,000.00 was turned over by the developer to interim president Villaseñor, in the form of a check, as evidenced by an acknowledgment receipt; the Php800,000.00 check was deposited at Land Bank Binangonan branch in the account of MAHOA, as proven by the deposit slip; another account was turned over to MAHOA, in the amount of Php170,000.00 in the form of a check, that came from WHDC;[46] the developer issued another check with an amount of Php34,528.52 and after receipt of the said amount, the same was deposited at Land Bank Binangonan branch on 10 May 1990;[47] the association received Php700,000.00 and deposited it to Land Bank Binangonan branch; another deposit was made on 22 December 1998 in the amount of Php679,190.00 and on 25 June 1999 in the amount of Php162,703.43;[48] as interim treasurer of MAHOA, she prepared a financial statement that reflected the deposits and withdrawals of the association; it was prepared by the treasurer, and signed by the president and auditor of the association; she issued the checks of the association upon request or with consent of the president; the checks were signed by her, the president and the auditor; there are three signatories in the checks; expenses refer to operational expenses of the association like payment to the security guards, Meralco services and the streetlights; included also are the office supplies, the honorarium of the board of directors, water expenses, expenses of activities like tree planting and athletic activities; all the vouchers and checks were submitted by her to the then vice president, accused Cacayurin;[49] she has some of the receipts of the expenses stated in the financial report; she has copies of receipts of Capital Security; she has copies of checks issued to Meralco but the original receipts and the financial statement were submitted to the vice president of MAHOA; insofar as honoraria, they have resolutions but all of these were submitted together with the original receipts to vice president Cacayurin, as per instruction of the president; she does not have receipts for the sportsfest activities as these were submitted to the board of auditors; she did not see any financial report rendered by the board of auditors; she denied having knowledge or receipt of the demand letters dated 01, 11 and 29 May 2000;[50] as an interim officer, she does not receive a salary but an honorarium every meeting based on resolutions approved by the board; she withdrew Php265,000.00 for honoraria, per diem of officers, the bond and downpayment for six (6) security guards of the association; she withdrew representation expenses and all the withdrawals are based on the instructions of the president and the chairman of the board; after the withdrawals, she turned over the cash to them; for the period covering one year and three months, the disbursed amount for representation was at least Php240,000.00 and all of the amount went to the president and chairman of the board; she asked them why the amount was big and the president reasoned out that it was supported by resolutions; all of these resolutions were turned over to the chairman of the board; the vouchers and other documents were turned over to the vice president for auditing and it was not returned to her anymore; she did not even photocopy the vouchers because of her trust and confidence on the vice president; for a period covering only a little more than one year, the interim officers disbursed around 2.5 million pesos; they do not have an external auditor for the association;[51] it is not stated in the board resolution on when they should receive honoraria, as what is only stated is that a certain amount would be withdrawn for the honoraria of officers; in their financial statement, they made expenses for legal counsel; she has not seen any written contract with the counsel; she thinks there was a board resolution but she has not seen any contract pertaining to the hiring of counsel; she cannot present the same because all the resolutions were submitted to the vice president;[52] she does not know if the document attached to her financial statement was the same document submitted to the external auditor for audit; there was no instance when she and the external auditor met; she came to know that the account of MAHOA was audited

externally when she got hold of the financial statement signed by the external auditor; as far as she knows, the services of this external auditor was contracted by the president of the association; among the officers and directors of MAHOA, those not included as accused in this case were the chairman of the board Matienzo, Secretary Gerardo Joven and one of the board of directors Atty. Diñoso; and she does not know the reason why they were not included.[53]

In an Order[54] dated 23 June 2008, the case was dismissed insofar as accused Villaseñor is concerned, considering his death as shown by a Death Certificate[55] submitted by accused Cacayurin.

Accused Perez and Maglonzo filed their Formal Offer of Documentary Evidence[56] dated 16 November 2012, offering Exhibits “1” to “21”, which was admitted in the Order[57] dated 11 December 2012.

The assailed Decision[58] dated 12 April 2013, the decretal portion of which was earlier quoted,[59] found accused Villaseñor, Arce, Doromal, De Leon, Morante, Cacayurin, Ocampo, Abrugar, Reyes and Charvet guilty beyond reasonable doubt of estafa under Article 315 2(a) of the Revised Penal Code; acquitted accused Perez and Maglonzo on the ground of reasonable doubt; and archived the case against Arce, De Leon and Ocampo.

Accused Cacayurin and Abrugar filed a Motion for Reconsideration[60] dated 13 September 2013. The Public Attorney's Office filed a Motion for Reconsideration[61] dated 28 October 2013 for accused Reyes. In an Order[62] dated 03 December 2013, the Motion for Reconsideration filed by accused Cacayurin and Abrugar was denied for lack of merit; the Decision dated 12 April 2013 was amended by deleting therefrom the name of Mel Reyes; and the trial court *motu proprio* amended the Decision dated 12 April 2013 by deleting therefrom the name of Charvet.[63]

Accused Cacayurin and Abrugar filed a Notice of Appeal[64] dated 14 January 2014, which was given due course in the Order[65] dated 15 January 2014. A *Mittimus* Order[66] dated 21 January 2014 was issued with respect to accused Cacayurin and Abrugar. Accused Cacayurin and Abrugar filed a Motion for Bail[67] dated 22 January 2014 before the trial court. The trial court denied the same in an Order[68] dated 29 January 2014, as it would be more prudent to leave the matter of bail to the appellate court, considering the conviction of the accused and the earlier approval of the accused's Notice of Appeal.

Hence, this appeal.

RULING

Accused-appellants Abrugar and Cacayurin assign the following errors, viz:

“I

THE TRIAL COURT ERRED IN CONVICTING ACCUSED-APPELLANTS FOR AN OFFENSE DIFFERENT FROM WHAT THEY WERE CHARGED WITH UNDER THE INFORMATION

II

THE COURT A QUO ALSO ERRED IN NOT FINDING THAT ACCUSED-APPELLANTS DID NOT RECEIVE, OR EVEN HAD CUSTODY OF THE FUNDS IN QUESTION.

III

FURTHER ERROR WAS COMMITTED BY THE TRIAL COURT IN IGNORING THE ABSENCE OF ANY EVIDENCE THAT ACCUSED-APPELLANTS MISAPPROPRIATED OR EVER FINANCIALLY BENEFITED FROM THE FUNDS IN QUESTION.

IV

THE TRIAL COURT'S JUDGMENT OF CONVICTION WAS BASED MERELY ON A PRESUMED

GUILT BY ASSOCIATION.” [69]

Accused-appellants Abrugar and Cacayurin contend, inter alia, that: the Information filed against them was for estafa under Article 315 par. 1 (b) of the Revised Penal Code; the trial court found no sufficient evidence to render a judgment of conviction, that was why it did not convict them of the crime charged, but for a crime not charged; it convicted accused-appellants for estafa under Article 315 paragraph 2(a) instead; there is nothing that would justify a court of convicting an accused for an offense he was never charged with, never arraigned and never tried for; regarding the first element of estafa, there was no proof that accused-appellants received any of the sums of money given by EDC; even the prosecution's lone witness Arada did not testify that it was accused-appellants who received the money from EDC; Arada was not even present when the money was given; there were checks marked and offered which purportedly show that they were encashed by accused-appellants, but these were not the checks issued by EDC; they were not the sums of money involved in this case; even if they were questionable disbursement of MAHOA's funds, then they could have given rise to a different offense but certainly not involving misappropriation of money allegedly received from EDC; there is no evidence that the sums of money received from EDC were misappropriated by accused-appellants; there is no evidence that they received any of these sums of money and they could not have misappropriated anything which was not in their possession; the testimony of the prosecution's lone witness Arada was uncertain and unclear; the testimony of accused Perez should not be used as evidence against them; even if it is true that the documents had been turned over to accused-appellant Cacayurin before, it does not follow that he kept them for himself and did not put them in MAHOA's files; if these documents were really important, the prosecution could have forced their production via compulsory legal processes; accused-appellant Cacayurin like all accused also decided for himself on whether to testify or not; no malicious inference should have been made from the fact that accused-appellant Cacayurin opted not to testify; what the trial court did as far as accused-appellants were concerned was a declaration of guilt by association as they were the former officers of MAHOA; even in this, the prosecution lacked consistency as two (2) former officers like them were not included; and the appealed Decision must be reversed and set aside.

Plaintiff-appellee ripostes, inter alia, that: accused-appellants attempt to exculpate themselves from criminal liability with the claim that there is no evidence to show that the sums of money subject of the criminal case were misappropriated; records show that accused-appellants were the perpetrators in the malicious misappropriation of the money received in trust by them in behalf of the homeowners association; accused-appellants as interim officers of MAHOA, received the sum of Php2,546,421.90 as seed money from EDC to be used for the maintenance and improvement of the Mabuhay Homes Subdivision; the fact that the accused-appellants, as interim officers of MAHOA, actually received the subject misappropriated money from EDC was duly shown in the document marked as Exhibit “B”; when a demand for liquidation and accounting was made by the new officers of MAHOA, accused-appellants failed to comply with the said demand; worse, despite ample opportunity given to them, accused-appellants never bothered to present any contradictory evidence to belie the serious accusation that they misappropriated the sums of money they received in trust from EDC for the benefit of the subdivision homeowners; neither does their alleged conviction of an offense different from the offense charged in the Information relieve accused-appellants from criminal liability; all the elements of the crime of estafa under Article 315, par. 1 (b) alleged in the Information were clearly elucidated in the body of the assailed Decision which convicted accused-appellants, notwithstanding the innocuous error in the fallo of the decision that they were convicted of estafa under Article 315 par. 2 (a); the general rule is that where there is a conflict between the fallo or the dispositive part, and the body of the decision or order, the fallo prevails on the theory that the fallo is the final order and becomes the subject of execution, while the body of the decision merely contains the conclusions of the court; however, where one can clearly conclude from the body of the decision that there was a mistake in the dispositive portion, the body of the decision will prevail; and the assailed Decision should be

affirmed in toto, with costs against accused-appellants.

We deny the appeal of accused-appellants Abrugar and Cacayurin. As to the other accused, the present rule is that an appeal taken by one or more several accused shall not affect those who did not appeal, except insofar as the judgment of the appellate court is favorable and applicable to the latter.[70]

At the outset, it bears to stress that the general rule is that where there is a conflict between the fallo, or the dispositive part, and the body of the decision or order, the fallo prevails on the theory that the fallo is the final order and becomes the subject of execution, while the body of the decision merely contains the reasons or conclusions of the court ordering nothing. However, where one can clearly and unquestionably conclude from the body of the decision that there was a mistake in the dispositive portion, the body of the decision will prevail.[71] From the body of the assailed Decision,[72] it can be readily concluded that the accused-appellants were charged and convicted for estafa under Art. 315 par. 1(b) and not Art 315 par. 2(a) of the Revised Penal Code. The mistake in the fallo of the Decision that they were convicted of estafa under Article 315 par. 2(a) is patently clear.

As to the merits of the instant case, the constitutional presumption (provides) that an accused is innocent until the contrary is proven beyond reasonable doubt (and) the burden lies on the prosecution to overcome such presumption by presenting the required quantum of evidence. In so doing, the prosecution must rest on its own merits and must not rely on the weakness of the defense.[73] Proof beyond reasonable doubt does not mean such a degree of proof as, excluding possibility of error, produces absolute certainty. Moral certainty only is required, or that degree of proof which produces conviction in an unprejudiced mind. It must rest on its own merits and must not rely on the weakness of the defense.[74]

In discharging th(e) (prosecution's) burden, (its) duty is to prove each and every element of the crime charged in the information to warrant a finding of guilt for that crime or for any other crime necessarily included therein. The (p)rosecution must further prove the participation of the accused in the commission of the offense.[75] If the (p)rosecution fails to discharge its heavy burden, then it is not only the right of the accused to be freed, it becomes the Court's constitutional duty to acquit him.[76] In other words, the weakness of the defense put up by the accused is inconsequential in the proceedings for as long as the (p)rosecution has not discharged its burden of proof in establishing the commission of the crime charged and in identifying the accused as the malefactor responsible for it.[77] It is a fundamental rule in criminal procedure that the State carries the onus probandi in establishing the guilt of the accused beyond a reasonable doubt, as a consequence of the tenet *ei incumbit probatio, qui dicit, non qui negat*, which means that he who asserts, not he who denies, must prove, and as a means of respecting the presumption of innocence in favor of the man or woman on the dock for a crime.[78]

An appeal (in a criminal case) throws the whole case open for review such that the Court may, and generally does, look into the entire records if only to ensure that no fact of weight or substance has been overlooked, misapprehended, or misapplied by the trial court.[79] (T)he appellate court can correct errors, though unassigned, that may be found in the appealed judgment.[80]

Article 315, paragraph 1(b) of the Revised Penal Code, as amended, provides:

“ART. 315. Swindling (estafa). — Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

1st. The penalty of prision correccional in its maximum period to prision mayor in its minimum period, if the amount of the fraud is over 12,000 pesos but does not exceed 22,000 pesos, and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional 10,000 pesos; but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the

other provisions of this Code, the penalty shall be termed prision mayor or reclusion temporal, as the case may be.

x x x x

1. With unfaithfulness or abuse of confidence, namely:

x x x x

(b) By misappropriating or converting, to the prejudice of another, money, goods, or any other personal property received by the offender in trust, or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same, even though such obligation be totally or partially guaranteed by a bond; or by denying having received such money, goods, or other property.”

(T)he offense of estafa, in general, is committed either by (a) abuse of confidence or (b) means of deceit. The acts constituting estafa committed with abuse of confidence are enumerated in item (1) of Article 315 of the Revised Penal Code, as amended.[81]

The elements of estafa through abuse of confidence under Article 315, par. 1 (b) of the Revised Penal Code are: "(a) that money, goods or other personal property is received by the offender in trust or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same; (b) that there be misappropriation or conversion of such money or property by the offender, or denial on his part of such receipt; (c) that such misappropriation or conversion or denial is to the prejudice of another; and (d) there is demand by the offended party to the offender." [82]

In the instant case, accused-appellants Abrugar and Cacayurin were identified in open court by prosecution witness Arada.[83] The latter testified:

“Q :

Why are you filing this case against all the accused?

A:

Because to our knowledge the former MAHOA, Inc. officers had received a sum of money from our developer the Extraordinary Development Corporation coming from our funds, sir.

Q:

So what if they received a sum of money?

A:

The sum of money is supposed to be spent to (sic) the improvements of the Mabuhay Homes, sir.

Q:

So what if the sum of money is supposed to be spent?

A:

Supposedly sir, that is to be spent to (sic) the development of Mabuhay Homes, but we did not see any improvements in Mabuhay Homes that is why we are looking where the sum of money went, sir.

Q:

When was that when you learned that Mabuhay or rather the previous interim officers which you claimed to be the accused here received the sum of money?

A:

That was last 1998, sir.

Q:

Could you still remember the month?

A:

According to our records, sir, this records came from our developer which is the Extraordinary Development Corporation the first voucher was dated October 15, 1998 and they received the money October 27, 1998 with the sum of P800,000.00 and next is November 12, 1998 with a sum of P117,000.00 followed by P679,190.00 on December 10, 1998. Then next is May 22, 1999 amounting to P34,528.52 and the last was June 8, 1999 amounting to P162,703.43 with a total amount of P2,546,421.95, sir.

Q:

When you learned the previous interim officers received that amount, what did you do?

A:

We asked them where did they put the money and in what projects they had spent to, sir.

Q:

By the way, from whom did the accused received (sic) the amount?

A:

From our developer Extraordinary Development Corporation, sir.”[84]

The MAHOA demand letters dated 01 May 2000[85] (Exh “G”), 11 May 2000[86] (Exh “H”), 29 May 2000[87] (Exh “I”) and 11 July 2000[88] (Exh “J”) demanded the turn over of all pertinent papers, documents, properties

and funds of MAHOA. As further testified to by Arada, their request for the turn over of the official documents and financial statements were denied.[89] In a prosecution for estafa, demand is not necessary where there is evidence of misappropriation or conversion[90]

The fact that the certain amounts were received by the association from the developer EDC was testified to by accused Perez, viz: the developer turned over to MAHOA the amount of Php800,000.00, it being the partial membership fees of the residents of Mabuhay Homes, and another Php170,000.00 in the form of a check;[91] the developer issued another check in the amount of Php34,528.52;[92] and the association also received Php700,000.00, Php679,190.00 and Php162,703.43[93] from the developer. The receipt of the Php800,000.00 is shown in the Acknowledgment Receipt (Exhs. "C"[94] and "3"[95]); Php700,000.00, in the Acknowledgment Receipt (Exhs. "D"[96] and "8"[97]); and Php34,528.52, in Acknowledgment Receipt (Exh. "6").[98] The amounts of Php800,000.00, Php170,000.00, Php34,528.52, Php700,000.00, Php679,190.00, and Php162,703.43 were deposited in the Land Bank account of MAHOA under Account Number 2392-1012-87, as evinced by the deposit slips for local clearing checks (Exhs. "4", "5", "7", "9", "10" and "11"[99]), for a total of Php2,546,421.95.

The crucial question to be resolved is whether or not the guilt of accused-appellants Abrugar and Cacayurin for violation of Article 315, par. 1(b) of the Revised Penal Code was established by the prosecution beyond reasonable doubt.

We find in the affirmative. However, accused-appellant Abrugar is only liable for the amount of Php474,900.00, and accused-appellant Cacayurin, for Php65,500.00.

It has been held that when the money, goods, or any other personal property is received by the offender from the offended party (1) in trust or (2) on commission or (3) for administration, the offender acquires both material or physical possession and juridical possession of the thing received. Juridical possession means a possession which gives the transferee a right over the thing which the transferee may set up even against the owner.[100]

Prosecution witness Arada testified on the twenty (20) machine copies of the checks[101] (Exhs. "M" to "M-19")[102] and it came to her knowledge that they were issued to the accused personally by the interim officers and paid to "CASH." [103] She further testified that the checks (Exhs. "M-5", "M-6", "M-9", "M-14" and "M-17") were encashed by accused-appellant Abrugar, while Exhs. "M-8", "M-12", and "M-15" were encashed by accused-appellant Cacayurin. The other checks marked as Exhs. "M-7" and "M-18" were encashed by accused Villaseñor, while Exhs. "M-13" and "M-16" were encashed by Doromal.[104]

Here, the prosecution was able to establish all the elements of estafa under Article 315, paragraph 1 (b) of the Revised Penal Code. With respect to accused-appellant Abrugar who was then a MAHOA Director for Phase IV, he encashed the amounts of Php48,000.00, Php37,000.00, Php48,000.00, Php15,000.00, Php122,900.00, and Php204,000.00 or a total amount of Php474,900.00 as shown in the four (4) pay to "CASH" checks (Exhs. "M-5", "M-6", "M-9", and "M-14"[105]), and two (2) checks (Exhs. "M-17" and "M-19"[106]) made payable to accused-appellant Abrugar himself. The said six (6) checks were issued by MAHOA under its Land Bank Account No. 002392-1012-87.

With respect to accused-appellant Cacayurin who was then the Vice-President of MAHOA, he encashed the amounts of Php30,000.00, Php30,000.00 and Php5,500.00 or a total amount of Php65,500.00 as shown in three (3) pay to "CASH" checks (Exhs. "M-8", "M-12" and "M-15"[107]). The said three (3) MAHOA checks were under its Land Bank Account No. 002392-1012-87.

The prosecution was able to prove beyond reasonable doubt that accused-appellants Abrugar and Cacayurin had

juridical possession of the MAHOA funds in the total amount of Php474,900.00 and Php65,500.00, respectively, as evinced by their encashment of the said checks, which they converted for their personal advantage and not for the improvements or projects of Mabuhay Homes.

Said MAHOA funds came from membership which were intended for the improvements or projects of Mabuhay Homes. The words 'convert' and 'misappropriate' connote an act of using or disposing of another's property as if it were one's own, or of devoting it to a purpose or use different from that agreed upon. To misappropriate for one's own use includes not only conversion to one's personal advantage, but also every attempt to dispose of the property of another without right.[108] (M)isappropriation or conversion may be proved by the prosecution by direct evidence or by circumstantial evidence.[109] It has been held that failure to account, upon demand for funds or property held in trust, is circumstantial evidence of misappropriation.[110] In this case, accused-appellants Abrugar and Cacayurin failed to account for the MAHOA funds that were encashed by them. This already constitutes circumstantial evidence of misappropriation or conversion of said properties to (their) own personal use.[111]

However, with respect to the other MAHOA checks, accused-appellants Abrugar and Cacayurin cannot be held liable for the same, as their actual participation in the misappropriation of the same was not established beyond reasonable doubt. In fact, two (2) checks (Exhs. "M" and "M-2"[112]) were issued by MAHOA to Meralco, while five (5) checks (Exhs. "M-1", "M-3", "M-4", "M-10", and "M-11"[113]) were issued by MAHOA to Capitol Security. With respect to two (2) MAHOA checks (Exhs. "M-7" and "M-18"[114]), they were made pay to "CASH" and were encashed by accused Villaseñor, while two (2) checks (Exhs. "M-13" and "M-16"[115]) were also made pay to "CASH" and were encashed by accused Doromal. Moreover as can be seen from the evidence (Exhs. "13" and submarkings[116]), various receipts were issued by Capitol Security for the payment of its security services, each bearing the amount of Php30,000.00, covering the period from November 1998 up to July 1999. Machine validated receipts (Exhs. "14" and submarkings[117]) showing payments made to Meralco were also presented by the defense. Clearly, there was no misappropriation on the part of accused-appellants Abrugar and Cacayurin with respect to the MAHOA funds covered by its checks with the Meralco and Capitol Security as payees, nor to the MAHOA pay to "CASH" checks that were encashed by accused Villaseñor and Doromal. It bears note that Criminal Case No. 01-216 was dismissed by the trial court as to accused Villaseñor in the Order[118] dated 23 June 2008, following his demise.

It is settled that only corporate officers who actually had part in the crime may be held liable for it.[119] In the instant case, the prosecution presented evidence showing the actual roles of accused-appellants Abrugar and Cacayurin who misappropriated the MAHOA funds by encashing the aforementioned MAHOA checks for their personal use. Accused-appellant Abrugar and Cacayurin could have accounted the amounts of Php474,900.00 and Php65,500.00, respectively, which were proven beyond reasonable doubt by the prosecution to have been converted by them. However, they did not take the witness to present countervailing evidence, hence, the prosecution's evidence stand unrefuted. The (prosecution's) evidence remained un rebutted xxx because accused-appellant(s,) although afforded ample opportunity to take the witness stand to oppose the same(,) chose not to present any evidence to the contrary and xxx there is nothing on record to discredit these evidence against (them).[120]

We now review the penalty imposed by the trial court upon accused-appellants Abrugar and Cacayurin.

The decisive factor in determining the criminal and civil liability for the crime of estafa depends on the value of the thing or the amount defrauded.[121] In this case, the trial court convicted accused-appellants Abrugar and Cacayurin and sentenced them, to suffer an indeterminate penalty of two (2) years, eleven (11) months and ten (10) days of prision correccional in its minimum and medium periods, as minimum, to twenty (20) years of

reclusion temporal, as maximum. They were also order to remit to MAHOA the sum of Php2,546,421.90 and costs.[122]

We modify.

In the case a quo, the amounts misappropriated by accused-appellants Abrugar and Cacayurin are Php474,900.00 and Php65,500.00, respectively.

It was held that (t)he maximum indeterminate penalty when the amount defrauded exceeds P22,000.00 is pegged at prision mayor in its minimum period or anywhere within the range of six (6) years and one (1) day to eight (8) years, plus one year for every P10,000.00 in excess of P22,000.00 of the amount defrauded but not to exceed twenty (20) years. In turn, the minimum indeterminate penalty shall be one degree lower from the prescribed penalty for estafa, which in this case is anywhere within the range of prision correccional in its minimum and medium periods or six (6) months and one (1) day to four (4) years and two (2) months.[123]

In the present case, We modify the minimum penalty imposed by the trial court upon accused-appellants Abrugar and Cacayurin, which is (2) years, eleven (11) months and ten (10) days of prision correccional, to four (4) years and two (2) months of prision correccional.

(R)ecent jurisprudence xxx are uniform in imposing four (4) years and two (2) months as the minimum indeterminate penalty.[124]

For the maximum term under the (Indeterminate Sentence Law), (W)e take the maximum period of the prescribed penalty, adding one year of imprisonment for every P10,000.00 in excess of P22,000.00, provided that the total penalty shall not exceed 20 years. To compute the maximum period of the prescribed penalty, the time included in prision correccional maximum to prision mayor minimum shall be divided into three equal portions, with each portion forming a period. Following this computation, the maximum period for prision correccional maximum to prision mayor minimum is from 6 years, 8 months, and 21 days to 8 years. The incremental penalty, when proper, shall thus be added to anywhere from 6 years, 8 months, and 21 days to 8 years, at the discretion of the court. In computing the incremental penalty, the amount defrauded shall be subtracted by P22,000.00, the difference shall be divided by P10,000.00, and any fraction of a year is discarded. [125]

With respect to accused-appellant Cacayurin, since he misappropriated the amount of Php65,500.00 which exceeds Php22,000.00 by Php43,500.00, four (4) years shall be added to the maximum period of the prescribed penalty. In the absence of any aggravating circumstance, 4 years of incremental penalty shall be added to the lowest of the maximum period, which is 6 years, 8 months and 21 days. The maximum term, therefore, of accused-appellant Cacayurin's indeterminate penalty is 10 years, 8 months and 21 days of prision mayor.

As to accused-appellant Abrugar, since he misappropriated the amount of Php474,900.00 which exceeds Php22,000.00 by Php452,900.00, forty five (45) years cannot be added to the maximum period of the prescribed penalty since the total penalty will exceed 20 years. He is thus sentenced to suffer the maximum indeterminate penalty of twenty (20) years of reclusion temporal.

Accused-appellants Abrugar and Cacayurin must also pay the sum of Php474,900.00 and Php65,500.00, respectively, to Mabuhay Homes 2000 Homeowners Association, Inc., with interest at the rate of six percent (6%) reckoned from the rendition of judgment until fully paid, (considering) the advent of Bangko Sentral ng Pilipinas Circular No. 799 pegging the rate of interest allowed in judgments back to six percent (6%).[126]

WHEREFORE, premises considered, the appeal is DENIED. The Decision dated 12 April 2013 of the Regional Trial Court, Fourth Judicial Region, Branch 68, Binangonan Rizal in Criminal Case No. 01-216, finding

accused-appellants Robert Abrugar and Cesar Cacayurin guilty beyond reasonable doubt of the crime of estafa under Art. 315 par. 1(b) of the Revised Penal Code is AFFIRMED with MODIFICATIONS in that accused-appellant Robert Abrugar is hereby sentenced to suffer the indeterminate penalty of imprisonment of four (4) years and two (2) months of prision correccional, as minimum, to twenty (20) years of reclusion temporal, as maximum, and to pay Mabuhay Homes 2000 Homeowners Association, Inc. the amount of Four Hundred Seventy Four Thousand and Nine Hundred Pesos (Php474,900.00) as civil indemnity, plus interest of six percent (6%) per annum from the date of this Decision until fully paid.

Accused-appellant Cesar Cacayurin is hereby sentenced to suffer the indeterminate penalty of imprisonment of four (4) years and two (2) months of prision correccional, as minimum, to ten (10) years, eight (8) months and twenty one (21) days of prision mayor, as maximum, and to pay Mabuhay Homes 2000 Homeowners Association, Inc. the amount of Sixty Five Thousand Five Hundred Pesos (Php65,500.00) as civil indemnity, plus interest of six percent (6%) per annum from the date of this Decision until fully paid.

Costs against accused-appellants Abrugar and Cacayurin.

SO ORDERED.

Lazaro-Javier, and Sadang, JJ., concur.

[*] Also referred as Charina Ocampo; record, p. 419

[**] Also referred as Roberto Abrugar, rollo, pp. 102, 152

[***] Also referred as Imelda Reyes Pardilla; record, p. 418

[*] Also referred as Mel Reyes; record, pp. 1, 419-421

[1] Rollo, pp. 32-33

[2] Id. at 33

[3] Id. at 33-A-35

[4] Id. at 41-46

[5] Id. at 47-49

[6] Id. at 51-55

[7] Id. at 58-59

[8] Id. at 77-78

[9] Id. at 100-122

[10] Id. at 138-149

[11] Id. at 152-169

[12] Record, pp. 1-3

[13] Id. at 419-421

[14] Id.

- [15] Id. at 189
- [16] Id. at 190-192
- [17] Id. at 193-202
- [18] Id. at 203-204
- [19] Id. at 249
- [20] Id. at 250-252
- [21] Id. at 276
- [22] Id. at 406-409
- [23] Id. at 415
- [24] Id. at 418
- [25] Id. at 419-421
- [26] Id. at 422
- [27] Id. at 427
- [28] Id. at 432-436
- [29] Id. at 439
- [30] Id. at 444-445
- [31] Id. at 459-460
- [32] TSN, 09 September 2002, pp. 3-4, 6-8, 11,13, 15-16
- [33] Id., 24 October 2002, p. 16
- [34] Id., 21 November 2002, pp. 6-7, 12-14
- [35] Id., 08 May 2003, pp. 9-10
- [36] Id., 11 August 2003, pp. 3-8
- [37] Id., 29 September 2003, pp. 7, 9-10,13-15, 18-26
- [38] Id., 06 May 2004, pp. 3-4, 8, 10-11
- [39] Id., 07 June 2004, pp. 4, 6
- [40] Record, pp. 691-695
- [41] Id. at 769-770
- [42] Id. at 793-795
- [43] Id. at 797-802
- [44] Id. at 804
- [45] Id. at 815

- [46] TSN, 22 May 2007, pp. 5-6, 11-12, 14-15, 17, 19 to 20
- [47] Id., 05 June 2007, pp. 4-6
- [48] Id., 31 July 2007, pp. 3, 5-8
- [49] Id., 15 April 2008, pp. 3, 5-7
- [50] Id., 10 March 2009, pp. 3-5, 7-9
- [51] Id., 03 November 2010, pp. 15-24
- [52] Id., 18 January 2011, pp. 9-11
- [53] Id., 15 February 2011, pp. 5, 8, 12
- [54] Record, p. 865
- [55] Id. at 862
- [56] Id. at 949-960
- [57] Id. at 1020
- [58] Id. at 1031-1032
- [59] Supra note 2
- [60] Record, pp. 1035-1045
- [61] Id. at 1051-1052
- [62] Id. at 1053-1054
- [63] Id. at 1054
- [64] Id. at 1055-1056
- [65] Id. at 1057
- [66] Id. at 1059
- [67] Id. at 1060-1062
- [68] Id. at 1063
- [69] Rollo, pp. 102-103
- [70] People of the Philippines v. Charmen Olivo y Along, et al., G.R. No. 177768, 27 July 2009
- [71] Metropolitan Cebu Water District v. Mactan Rock Industries, Inc., G.R. No. 172438, 04 July 2012
- [72] Record, pp. 1031-1032
- [73] People of the Philippines v. Hermanos Constantino, Jr. y Binayug, a.k.a. "Jojit", G.R. No. 199689, 12 March 2014
- [74] People of the Philippines v. Jose Clara y Buhain, G.R. No. 195528, 24 July 2013
- [75] People of the Philippines v. Larry Mendoza y Estrada, G.R. No. 192432, 23 June 2014

- [76] People of the Philippines v. Gilbert Reyes Wagas, G.R. No. 157943, 04 September 2013
- [77] People of the Philippines v. Larry Mendoza y Estrada, *supra*
- [78] People of the Philippines v. Gilbert Reyes Wagas, *supra*
- [79] People of the Philippines v. Percival Dela Rosa y Bayer, G.R. No. 201723, 13 June 2013
- [80] People of the Philippines v. Armando Dionaldo y Ebron, et al., G.R. No. 207949, 23 July 2014
- [81] Carmina G. Brokmann v. People of the Philippines, G.R. No. 199150, 06 February 2012
- [82] People of the Philippines v. Jose C. Go, et al., G.R. No. 191015, 06 August 2014
- [83] TSN, 09 September 2002, p. 17
- [84] *Id.* at 6-8
- [85] Record, p. 717
- [86] *Id.* at 718
- [87] *Id.* at 722
- [88] *Id.* at 723
- [89] TSN, 09 September 2002, p. 15
- [90] People of the Philippines v. Jose C. Go, et al., *supra*
- [91] TSN, 22 May 2007, pp. 11, 19
- [92] *Id.*, 05 June 2007, p. 5
- [93] *Id.*, 31 July 2007, pp. 3, 7-8
- [94] Record, p. 709
- [95] *Id.* at 963
- [96] *Id.* at 710
- [97] *Id.* at 968
- [98] *Id.* at 966
- [99] *Id.* at 964-965, 967, 969-971
- [100] Cf. Andre L. D'Aigle v. People of the Philippines, G.R. No. 174181, 27 June 2012 citing Chua-Burce v. Court of Appeals, 387 Phil. 15, 26 (2000)
- [101] TSN, 29 September 2003, p. 10
- [102] Record, pp. 727-746
- [103] TSN, 29 September 2003, p. 14
- [104] *Id.* at 18-26
- [105] Record, pp. 732,-733, 736, 741

[106] Id. at 744, 746

[107] Id. at 735, 739, and 742

[108] People of the Philippines v. Jose C. Go, et al., supra cixAbelardo Jandusay v. People of the Philippines, G.R. No. 185129, 17 June 2013

[109] Lito Corpuz v. People of the Philippines, G.R. No. 180016, 29 April 2014

[110] Abelardo Jandusay v. People of the Philippines, supra

[111] Record, pp. 727, 729

[112] Id. at 728, 730-731, 737-738

[113] Id. at 734, 745

[114] Id. at 740, 743

[115] Id. at 977, 979, 980-994

[116] Id. at 995-1004, 1008

[117] Id. at 865

[118] Cf. Virginia A. Zamora v. Jose Armando L. Eduque, et al., G.R. No. 174005, 25 January 2012

[119] Cf. People of the Philippines v. Antonio Gaballo, G.R. No. 133993, 13 October 1999

[120] Elsa Macandog Magtira v. People of the Philippines, G.R. No. 170964, 07 March 2012

[121] Record, pp. 1032

[122] Abelardo Jandusay v. People of the Philippines, supra

[123] Id.

[124] People of the Philippines v. Nestor Taguinay, G.R. No. 186132, 27 February 2012

[125] Jean D. Gamboa v. People of the Philippines, G.R. No. 188052, 21 April 2014

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.