

TRINIDAD RAMOS, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND PEOPLE OF THE PHILIPPINES, RESPONDENTS.

G.R. Nos. L-39922-25. August 21, 1987

Ponente: NARVASA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/458d76191745/>

NARVASA, J.:

In the appeal at bar, Trinidad Ramos seeks reversal of the judgment of the Court of Appeals,[1] affirming with modification, her conviction of four felonies of estafa handed down by the Court of First Instance of Manila.[2] Her conviction is made to rest upon the following findings of the Trial Court, subsequently adopted in their entirety by the Court of Appeals, viz:

“(T)he accused filed with the * * (Philippine National Cooperative Bank) four applications for letters of credit, the first on September 14, 1964 and the last three all on August 24, 1965, and in the respective amounts of P10,000.00, P22,300.00, P24,000.00 and P24,600.00 * * (Exhibits C, A, F and G). After the applications were processed and approved, domestic letters of credit were opened on the same dates of the applications and in the amounts applied for (Exhibits C-2, A-2, F-2 and G-2, respectively). Among the papers filed for the issuance of the domestic letters of credit were commercial invoices of the different suppliers of the merchandise sought to be purchased (Exhs. C-1, a-1, f-1 and G-1), also bearing the same dates of the applications for letters of credit with which they were respectively attached. The different suppliers then drew sight drafts against the applicant payable to the order of the PNCB, also bearing the same dates as the respective applications and for the same amounts (Exhibits D, A-3, F-4 and G-5Z). The PNCB then drew its own drafts against the accused as the buyer of the merchandise and which drafts were accepted by the accused also on the same dates of the respective applications (Exhibits E, E-1, A-3, A-6, F-4, F-5, F-7 and G-8). After such acceptance, the corresponding trust receipts were signed by the accused also on the same dates of the respective applications (Exhibits E-2, A-8, F-8 and G-9).

"The four trust receipts signed by the accused uniformly contain the following stipulation:

'The undersigned hereby acknowledges to have received in trust from the * * (PNCB) the merchandise covered by the above-mentioned documents and agrees to hold said merchandise in storage as the property of said bank, with the liberty to sell the same for cash and for its account provided the proceeds thereof are turned over in their entirety to the said bank to be applied against any acceptance(s) and any other indebtedness of the undersigned to the said bank.'

"The records of the PNCB which had been presented in evidence show that the drafts drawn by the bank against the accused and accepted by the latter were supposed to be due in 90 days from the dates thereof. No payments were made excepting a partial payment of P3,900.00, inclusive of interests, made on May 20, 1965, as evidenced by the receipt Exhibit I, for the account under the letter of credit No. 006; and another partial payment of P2,000.00 made on May 28, 1965 on the same letter of credit, evidenced by the receipt Exhibit J. These partial payments were evidently in pursuance of written demands for payment addressed by the PNCB to the accused on October 5, 1965 (Exhibits K-2 and K-3). A last formal demand was addressed to the accused in a letter of counsel for the PNCB dated January 26, 1967 (Exhibits H, H-i and H-2)."[3]

The sentence eventually passed on her by the Appellate Court is as follows:

"WHEREFORE, in Criminal Case No. 88095, with the only modification that subsidiary imprisonment in case of insolvency should be eliminated in view of the provisions of Republic Act 5465, which law may be applied retroactively as it favors the person guilty of the offense (Article 22, Revised Penal Code), the decision appealed from is hereby affirmed in all respects.

"In Criminal Case No. 88096 while the minimum penalty of imprisonment is within the range allowed by law, the maximum is below the aforesaid range. The amount of the fraud exceeds P22,000.00, hence, the principal penalty should be imposed in its maximum period (par. 1, Penalty Provision of Article 315, Revised Penal Code) and the appellant Trinidad Ramos is hereby sentenced to suffer an indeterminate penalty ranging from one (1) year, eight (8) months and twenty-one (21) days of prision correccional as minimum, to six (6) years, eight (8) months and twenty-one (21) days of prision mayor, as maximum, with the accessory penalties provided by law, to indemnify the Philippine National Cooperative Bank in the sum of P22,328.00 without subsidiary imprisonment in case of insolvency, and to pay the costs.

"In Criminal Case No. 88097, with the only modification that the penalty to suffer subsidiary imprisonment in case of insolvency should be eliminated, the decision appealed from is hereby affirmed in toto.

"In Criminal Case No. 88098, with the elimination of the penalty to suffer subsidiary imprisonment in case of insolvency, the decision appealed from is affirmed in all respects."[4]

Trinidad Ramos pleads for acquittal on the proposition that the factual predicate on which her conviction is laid is chiefly comprised of speculations, conjectures and presumptions without substantial and actual support in the evidence.[5] She asserts that it behooved the prosecution, which had charged her with estafa under Article 315, par. 1(b) of the Revised Penal Code, to prove the essential elements thereof, numbering four, to wit: (1) that the accused received the thing subject of the offense; (2) that the thing received is personal property susceptible of appropriation; (3) that the thing was received for safe-keeping, or on commission, or for administration, or under any other obligation involving the duty to make delivery of or return the same; and (4) that there was misappropriation or conversion by the accused of the thing received to the prejudice of another.[6] But, she contends, in her case (1) that there is no adequate proof of her receipt of the goods subject of the trust receipts in question or of her having paid anything on account thereof or in connection therewith; (2) that complainant Bank had suffered no damage whatever, since it had made no payment at all on account of the commercial invoices for which the trust receipts were issued; and (3) that under the laws at the time, transactions involving trust receipts could only give rise to purely civil liability.[7]

Examined against the evidence of record, the assailed factual findings as to the receipt of the merchandise and the damage sustained by the Bank cannot stand. The proofs are indeed inadequate on these propositions of fact. It is difficult to accept the prosecution's theory that it has furnished sufficiency proof of delivery by the introduction in evidence of the commercial invoices attached to the applications for the letters of credit and of the trust receipts. The invoices are actually nothing more than lists of the items sought to be purchased and their prices; and it can scarcely be believed that goods worth no mean sum actually transferred hands without the unpaid vendor requiring the vendee to acknowledge this fact in some way, even by a simple signature on these documents alone if not in act by the execution of some appropriate document, such as a delivery receipt.

The trust receipts do not fare any better as proofs of the delivery to Ramos of the goods. Except for the invoices, all documents relating to each trust receipt agreement, including the trust receipts themselves, appear to be standard Bank forms accomplished by the Bank personnel, and were all signed by Ramos in one sitting, no doubt with a view to facilitating the pending transactions between the parties. If, as she claims, Ramos was made to believe that bank usage or regulations require the signing of the papers in this way, i.e., on a single occasion, there

was neither reason nor opportunity for her to question the statement therein of receipt of the goods since it was evidently assumed that deliver to her of the goods would shortly come to pass.

At any rate, Ramos has categorically and consistently denied ever having received the goods either from the Bank or the suppliers. And this was because, according to her, the suppliers simply refused to part with the goods as no payment had been made therefor by the Bank.[8] Now, the issue could quite easily have been resolved by the production of the delivery receipts or the testimony of the employees who made the supposed deliveries. And the prosecution could not have been unaware of such evidence, its ready accessibility, and its importance, specially after the appellant had disclaimed receipt of the goods in question. Yet the existence of that evidence is placed in serious doubt by the fact that the prosecution made no effort to bring it before the Court, although it could have done so routinely and without any difficulty whatever. Certainly, this omission cannot be taken against the accused, who is presumed innocent until the contrary is proved beyond reasonable doubt.[9] It is after all the duty of the prosecution to establish the existence of all the elements of the crime charged.[10]

The State however insists that Ramos' receipt of the goods is proven by the fact that she made marginal fee deposits on all the letters of credit, and also tendered partial payments for the merchandise subject of the first trust receipt. But evidence of these supposed deposits and payments is no less flimsy too. The only document presented in proof of the deposit of marginal fees was Ramos' Statement of Account[11] as of May 19, 1967, prepared by the complainant Bank. But no receipt for the claimed deposits was ever produced. On the other hand, the prosecution offered two official receipts in evidence[12] ostensibly showing that Ramos remitted partial payments to the Bank for the goods allegedly received under the first trust receipt transaction. Yet these payments -- supposedly made on May 20 and May 28, 1965 -- are not even reflected in the 1967 Statement of Account which credited Ramos only with the payment of marginal fee deposits. Furthermore, although both PNCB receipts indicate that checks were given in payment the encashed checks were never exhibited, nor any reason advanced for their non-production.

The omission to present obvious and available primary items of proof is also perceived in the attempted substantiation of the claim that the Bank paid the suppliers for the goods, and thereby suffered damage. Under its standard procedures, the Bank effects payment on a negotiated letter of credit by the issuance of a check, the cancelled check being the invariable proof that negotiation has been consummated.[13] Again, not one such check issued by the Bank to the suppliers was ever submitted, or any receipt signed by any supplier, or any of the Bank's books, ledgers, or journals reflecting any of the disbursements, in settlement of Ramos' accounts with her suppliers.

This rather sorry state of the evidence against the accused, who is to be presumed innocent until the contrary is proved beyond reasonable doubt, compels a reversal of her convictions in all four cases.

Having found the record to contain insufficient evidence of the essential elements of the crime charged, this Court finds it unnecessary to resolve the other issue raised by the accused.

WHEREFORE, the judgments of the Trial Court and of the Court of Appeals convicting the accused, Trinidad Ramos, of the crime with which she is charged are hereby REVERSED, and she is acquitted on reasonable doubt, with costs de officio.

SO ORDERED.

Teehankee, C.J., Cruz, Paras, and Gancayco, JJ., concur.

- [1] In CA-G.R. No. 101664-67-CR, dated November 8, 1974. J.C.G. Bautista, ponente; J.A.G. Lucero and J.A.M. Herrera concur.
- [2] In Crim. Case No. 88095-98, dated July 9, 1969.
- [3] Rollo, pp. 49-50.
- [4] Rollo, pp. 59-60.
- [5] *Sacay v. Sandiganbayan*, 142 SCRA 593, citing *Tolentino v. De Jesus*, 56 SCRA 167; *Cesar v. Sandiganbayan*, 134 SCRA 105.
- [6] *People v. Tordesillas*, 56 O.G. 3412, citing *U.S. v. Sevilla*, 43 Phil. 186, *People v. Concepcion*, 74 Phil. 63, *People v. Nepomuceno*, 46 O.G. 6128, and *People v. Papagayo*, 51 O.G. 199.
- [7] *Sia v. People*, 121 SCRA 665.
- [8] TSN, April 30, 1969, pp. 4-5.
- [9] *People v. Fernando*, 145 SCRA 151; *People v. Joven*, 64 SCRA 126; *People v. Ogapay*, 66 SCRA 209.
- [10] Sec. 2, Rule 131, Rules of Court; Moran, *Comments on the Rules*, 1980 ed., Vol. 6, p. 7.
- [11] Exhibit B.
- [12] Exhibit I and J.
- [13] TSN, December 11, 1968; Cross Examination of Mr. Horacio Sese, Head of the Domestic and Foreign Division of the PNCB.

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.