

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE. VS. ROSARIO BALADJAY, ACCUSED-APPELLANT.

Ponente: GONZALES-SISON, M., J.

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GONZALES-SISON, M., J.:

We resolve the appeal[1] of accused-appellant Rosario Baladjay (“appellant”) from the Decision[2] of the Regional Trial Court (“RTC”), Branch 141, of Makati City, finding appellant guilty beyond reasonable of the crime of estafa under Article 315, paragraph 2 (a) of the Revised Penal Code (“RPC”) in relation to Presidential Decree (“P.D”) No. 1689.

The assailed Decision disposed:

“WHEREFORE, finding accused Rosario Baladjay GUILTY of Estafa under Article 315 (2) (a) of the Revised Penal Code in relation to P.D. No. 1689 in Criminal Case No. 09-2114, she is hereby sentenced to suffer the indeterminate penalty of imprisonment from ten (10) years one (sic) (1) day of prision mayor to sixteen (16) years and one (1) day of reclusion temporal and to indemnify the complainant the amount of Php1,000,000.00 representing the money fraudulently obtained from her by the said accused, Php50,000.00 as moral damages and Php50,000.00 as exemplary damages.

As regards Criminal Cases Nos. 09-2115 to 2118, accused Baladjay is ACQUITTED of the crime charged, for failure of the prosecution to prove her guilt beyond reasonable doubt. The claim for indemnification in these cases is dismissed for insufficiency of evidence.

In the meantime, as regards accused Gloria Taniajura and Ronda Karen Rubio who remain at large, the records of these cases are ordered archived to be reinstated upon their apprehension.

SO ORDERED.”

The relevant antecedents are as follows:

The Information for Criminal Case No. 9-2114[3], subject of this appeal, alleges:

“That on or about October 23, 2001, in Makati City, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, representing themselves as director, officers, stockholders and/or counselor for Multitel International Holding, Inc, solicited funds from the general public with the intention of carrying out unlawful or illegal act, transaction, enterprise, or scheme, did then and there, willfully, unlawfully, and feloniously defraud complainant ROSIE LUANSING, by means of false pretenses or fraudulent acts executed prior to or simultaneous with the commission of the fraud to the effect that the investment would earn 4% interest per month, and by means of other deceits of similar import, induced and succeeded in inducing complainants to invest, give and deliver as in fact the latter gave and delivered to said accused the total amount of Php1,000,000.00 as investment, accused knowing fully well that said pretenses and representations are a fraudulent scheme to enable them to obtain as in fact they obtained the total amount of php1,000,000.00 to the damage and prejudice of ROSIE LUANGCO.

CONTRARY TO LAW.”

Appellant and her co-accused, Ronda Karen Rubio (“Rubio”) and Gloria Taniajura (“Taniajura”) were also charged with three other Informations for violating the same provision, which are similarly worded except for the amounts, which are as follows: 1) For Criminal Case No. 09-2115, \$15,000.00; 2) For Criminal Case No. 09-2116, \$10,000.00; 3) For Criminal Case No. 09-2117, \$30,000.00; and, 4) For Criminal Case No. 09-2118, Php15,000.00. In these criminal cases, appellant was acquitted.

With respect to Criminal Case No. 09-2114, the complainant, Rosie A. Luansing (“complainant”), alleged in her Affidavit-Complaint[4] that she was enticed by a colleague, Rebecca Gallur, to invest in Multinational Telecoms Investors Corporation, referred to in her affidavit as “Multitel”, and which maintains an office at the Multinational Telecommunications Enterprise Building, Makati City, and which was owned and operated by appellant, thru her managers and counselors.

She alleged that in October 2001, Gallur introduced her to Rubio, who claimed to be a Multitel advisor, under One Heart Multipurpose Cooperative (“One Heart”); that during her initial meeting with Rubio, the latter explained that Multitel engaged in various local and international businesses, particularly, telecommunications abroad; and that appellant was an honorable person and a successful businesswoman.

She averred that during this meeting, Rubio then encouraged her to invest in Multitel; that for such an investment, complainant will earn 4% interest on her investment per month; that Multitel was financially viable company, and that to guarantee her returns, appellant, for Multitel, would issue a post-dated check equivalent to appellant's principal investment, which may be encashed before the agreed maturity date or if appellant decides to pre-terminate her investment.

Complainant then alleged that she invested her hard earned savings with Multitel on 23 October 2001, through Rubio, at Multitel's office. Her investment amounted to One Million Pesos (Php1,000,000.00), delivered by way of a Manager's Check (No. 0006311732) complainant had purchased from Global Bank, Novaliches, Quezon City, and payable to appellant.[5]

In exchange for the check, Rubio issued to complainant a Peso Fund Deposit Slip, dated 23 October 2001, bearing the letterhead of One Heart.[6] On 29 November 2001, Rubio then delivered to complainant an Allied Bank postdated check dated 29 November 2001, amounting to Php1,000,000.00, issued by appellant and corresponding to complainant's principal investment.[7] As per company policy explained by Rubio, complainant received from Rubio on 22 August 2002 a Real Bank (Makati Branch) replacement check[8] for the same amount, again issued by appellant. Complainant averred that this check did not come on time, contrary to Rubio's assurance.

Complainant alleged that she received the promised returns until October 2002. When the payments to her stopped, she wrote demand letters to Multitel, appellant, Rubio, and their other associates and partners, demanding the return of her initial investment, but her letters went unheeded. She then initiated the filing of criminal charges against appellant, Rubio, and Taniajura.[9]

Warrants of arrest were issued but only appellant was arrested. Rubio and Taniajura remain at large.

When arraigned for Crim. Case No. 09-2114, appellant pleaded not guilty. [10]

In an Order[11] dated 11 November 2009, the RTC defined the issues as “whether or not the transactions subject matter of these four (4) counts of estafa charging all accused transpired between the private complainant and accused Rosario Baladjay; and whether or not as a consequence of these transactions, the accused is guilty of Violation of Art. 315, par. 2(a) of the Revised Penal Code in relation to P.D. 1689.”

During trial, complainant testified on the matters stated in her affidavit-complaint. During her direct examination,

she clarified that she initially received returns on her investment, and that she never deposited the check from appellant because she was informed by the drawee bank that appellant's account had closed. She was then cross-examined, wherein she admitted that she never saw appellant until during the pre-trial for the case.

The prosecution then presented Ramon R. Estevez ("Estevez"), branch head of Real Bank, Makati City. Estevez brought with him a Bank Statement[12] and identified the same as pertaining to appellant's account with Real Bank Makati. He testified that as of October 2002, the account had zero balance. On cross-examination, he testified that appellant's account only lasted for less than a year. On re-direct examination, Estevez confirmed that the Real Bank Check provided by Rubio to complainant was indeed drawn from appellant's account with them.

The prosecution then formally offered its exhibits[13], which the RTC all admitted[14], and rested its case.

The defense presented the appellant as its lone witness. She denied knowing Rubio, or about her transactions with complainant. She admitted being the President of Multitel International Holdings, Corporation, but denied being a member or being part of One Heart. At this point, We note that the parties referred to Multitel International Holdings Corporation also as "Multitel".

On cross, appellant testified that her corporation engaged in the business of realty and the sale of "benefon" cellphones; that she obtained initial funding from a friend in Finland; that a lot of people invested in Multitel and they would gain by "commission basis"; that Multitel started operating in 8 December 2001, but the Securities and Exchange Commission ("SEC") had shut it down, and that Multitel's account was likewise closed by the Anti-Money Laundering Council ("AMLC").

Appellant denied knowing complainant,. She also denied that the signature on the Real Bank guarantee check was hers, but affirmed that the same was her check. She denied having any connection with One Heart.

Thereafter the defense rested its case.

Consequently, after hearing, the RTC convicted the appellant in Crim. Case No. 9-2114, and acquitted her in the other criminal cases.

The RTC concluded that based on the evidence of the prosecution, there was moral certainty that appellant participated in the fraudulent solicitation perpetrated against the complainant Rosie Luangco, despite appellant's denial. The RTC observed that complainant's Php1,000,000.00 investment went to appellant's account, having been named the payee of the check covering that amount, and that appellant even issued a replacement check in favor of complainant to cover the "invested" fund. Such issuance found confirmation in the testimony of Estevez, who affirmed that appellant maintained a checking account with Real Bank's Makati Branch. The RTC also considered that complainant met with the accused Rubio in Multitel's office in Makati, of which corporation appellant was President.

The RTC found that the solicitation of funds from complainant constituted fraud. It held that appellant had known that the investment was only a scheme to obtain money from complainant, but with no intent to return the same, based on the following: first, the 48% interest per annum was "way beyond" the legal rate of 12% per annum; second, that accused Rubio had actually misrepresented the status of the corporation as stable, as of October 2001, but appellant had admitted that Multitel operated only starting 8 December 2001; third, that Multitel was ordered closed by the SEC within less than a year from its opening; and fourth, Multitel's accounts were ordered closed by the AMLC for violation of the Anti-Money Laundering Act[15] ("AMLA").

The RTC also noted that accused Rubio advised complainant to make appellant the payee, even as the replacement check came from an entirely separate entity, One Heart.

The RTC, however, only found appellant guilty of estafa, and not syndicated estafa, considering that the commission of the crime by at least five persons was not established. Anent the other criminal cases, the RTC held that the prosecution failed to prove that appellant conspired with Rubio to deprive her of the sums stated in the Informations for Criminal Cases Nos. 09-2115 to 18.

Hence, this appeal.

In her Brief, appellant made a single assignment of error:

THE COURT A QUO GRAVELY ERRED IN FINDING THAT THE PROSECUTION HAS PROVEN THE GUILT OF ACCUSED-APPELLANT ROSARIO BALADJAY BEYOND REASONABLE DOUBT FOR ESTAFA IN CRIMINAL CASE NO. 09-2114.

First, appellant argues that the prosecution did not prove that appellant intended to deceive the complainant. She stresses that complainant only interacted with Rubio, and that she never handled complainant's funds. Appellant points out that she met complainant only during the preliminary trial of the criminal cases.

Second, appellant posits that, while admitting that the Global Bank Manager's Check named her as payee, that fact alone did not show her participation in the enticement or misrepresentation, if any, by Rubio. She asserts that she was never privy to the transactions between Rubio and complainant.

Third, appellant argues that there were actually no false pretenses when complainant was informed of the status of the company and the interest to be accrued by her investment. She urges that at the time of her initial deposit, Multitel was in fact stable, and asserts that investment is coupled with the risk of loss, that it was loss which wiped out complainant's Php1,000,000.00 investment, and not fraud, as complainant claims.

Thus, appellant prays that she be acquitted of estafa.

On 8 October 2013, the appellee, through the Office of the Solicitor General ("OSG") filed its Brief.[16]

The OSG argues that the RTC correctly convicted appellant of estafa.

It contends that it was appellant who engaged Rubio to induce complainant to "invest" substantially in Multitel, which appellant admitted to have headed as President and Board Member. Further, appellant's name and account were indicated as payee in the checks issued by the complainant. Such checks, the OSG points out, were part of the scheme proposed by Rubio, therefore revealing appellant's participation in Multitel's operations.

The OSG takes the position that the scheme of Rubio and appellant was fraudulent. It explains that the fraud consisted in Rubio's and appellant's deliberate misrepresentation to complainant that their proposed investment plan will garner certain profits. Consequently, this fraud drove complainant to part with her money, to appellant's gain and complainant's damage.

With respect to appellant's denials, the OSG stresses that these are but bare denials, which have no weight in law.

Thus, the OSG prays for this Court to affirm the RTC's ruling.

On 20 May 2014, appellant manifested[17] that she will no longer file a Reply Brief.

We now decide this appeal.

After a thorough study of applicable law and jurisprudence, We deny the appeal and affirm appellant's conviction. We discuss below.

Article 315, paragraph (2) of the RPC provides that estafa by false pretenses or fraudulent acts executed prior to

or simultaneously with the commission of the fraud is committed by "using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by other similar deceptions." For this class of estafa, the elements are as follows:

- (1) the accused defrauded another by means of deceit and (2) damage or prejudice capable of pecuniary estimation is caused to the offended party or third party.[18]

Essentially, appellant interposes the defenses that a) she had not conspired with Rubio to induce complainant to part with her money, and b) the investment scheme proposed to complainant was not fraudulent.

The evidence of the prosecution shows that appellant is working with Rubio.

Appellant contends that the prosecution failed to adduce evidence that she worked with Rubio when the latter persuaded complainant to invest Php1,000,000.00 in Multitel.

She persists, in her Brief that "There is no slightest hint that accused-appellant conspired in deceiving the private complainant into investing her money to the company. The accused-appellant is not privy to the transaction between Rubio and Luansing and what transpired between them is only known to them."

Appellant's argument fails to convince Us.

The prosecution has adduced enough evidence to establish moral certainty showing appellant's hand and cooperation in Rubio's scheme.

Instrumental to Rubio's scheme of persuading complainant to part with her money is that complainant's fund would be invested in the business of Multitel, and that complainant's investment would be secured by checks from the appellant.

Relevantly, documentary evidence and appellant's own admission bares the truth that she was President and a member of the Board of Multitel. While this in itself is not enough to establish that appellant was privy to Rubio's actions, it is a red flag and already establishes a link between Rubio and appellant.

Incidentally, We observe that there was some inconsistency with respect to complainant's identification of Multitel. In her affidavit, she referred to Multitel as "Multinational Telecoms Investors Corporation". On the other hand, in the Information and during the hearing, it was established that appellant was President and Board Member of Multitel International Holdings, Inc. Closer study, however, shows that the inconsistency is only minor, as during the trial, it surfaced that appellant was President of Multitel International Holdings, Inc., and that, per testimony of the parties and their evidence, this is "Multitel" all along. Since the inconsistency is not substantial, We are inclined to disregard the same and treat Multitel International Holdings, Inc., as the entity referred to as "Multitel".

At this juncture, We stress that the meetings between Rubio and complainant, pertaining to the "investment" of complainant's PHP1,000,000.00, have been duly established and uncontroverted. Likewise undisputed and proved is that complainant handed a check to Rubio in the amount of Php1,000,000.00 which was named in favor of Rosario Baladjay, herein appellant. Complainant had testified to the meeting in a categorical and truthful manner, which makes her testimony credible and worthy of belief.

The question now arises: does the evidence show that appellant played a role in the exaction of the Php1,000,000.00 from the complainant by Rubio?

Whether deliberate or not, it appears that appellant had been insulated from Rubio's meetings with the complainant. Complainant admitted to having never met appellant in person, whom she heard of only through Rubio. Nevertheless, We are convinced that appellant and Rubio cooperated to obtain the Php1,000,000.00 from complainant.

First, appellant's name appears as the payee of the check for the said amount. This was pursuant to Rubio's instructions.

Second, as Rubio had promised, complainant, after making her investment, obtained a check (Allied Bank) from appellant guaranteeing her initial investment.

Third, again as Rubio had promised, the above Allied Bank check was replaced by a Real Bank Check. This bore appellant's signature, indicated an account number, 00121-000701-1, and drawn from a branch of Real Bank in Makati.

Significantly, witness Ramon R. Estevez, the Branch Head of Real Bank Makati, confirmed that the appellant owned the account indicated in the above check, and that this check, had it been presented for payment, would have been paid out of that account. [19]

Such circumstances prevail overwhelmingly over appellant's denial of any connection with Rubio, or averment of ignorance with respect to Rubio's scheme. For Rubio to possess the above checks for Php1,000,000.00, appellant and Rubio must necessarily agree first on the mechanics of their deal. If appellant had nothing to do with Rubio's dealings, why would Rubio allow appellant to benefit from the Php1,000,000.00 investment? Second, for purposes of issuing guarantee checks, how will appellant know the name of an investor and the amount of the investment? Similarly, how can Rubio give checks signed by the appellant to complainant without receiving them from the appellant first? Hence, the inescapable and logical conclusion is that appellant conspired with Rubio to convince appellant to "invest" Php1,000,000.00 in Multitel.

Appellant, on the stand, also takes the stance that the signature on the check does not appear to be hers. This is, however, controverted by Estevez, who presented a Bank Statement indicating that appellant maintained an account in Real Bank Makati and who explained that the check would have been drawn from that account. Moreover, it was appellant's burden to show that her signature on the instrument was not hers, or has been forged, as it is presumed that private transactions have been fair and regular[20], and that the ordinary course of business has been followed[21]. Appellant only has her bare and unsubstantiated denials to support her claim, which are not proof and to which the law does not assign any evidentiary weight[22].

Hence, the evidence of the prosecution has proved satisfactorily that appellant was working with Rubio to persuade complainant to part with her Php1,000,000.00. Appellant's role of paymaster, to fund Rubio's guarantee, makes that conspiracy obvious.[23]

The prosecution established
that the investment proposed by Rubio to
the complainant, with appellant's cooperation,
is fraudulent.

In *People v. Balasa, et. al.*, [24] the Court defined fraud and deceit constituting estafa, to wit:

"Fraud, in its general sense, is deemed to comprise anything calculated to deceive, including all acts, omissions, and concealment involving a breach of legal or equitable duty, trust, or confidence justly reposed, resulting in damage to another, or by which an undue and unconscientious advantage is taken of another. It is a generic term embracing all multifarious means which human ingenuity can device, and which are resorted to

by one individual to secure an advantage over another by false suggestions or by suppression of truth and includes all surprise, trick, cunning, dissembling and any unfair way by which another is cheated. On the other hand, deceit is the false representation of a matter of fact whether by words or conduct, by false or misleading allegations, or by concealment of that which should have been disclosed which deceives or is intended to deceive another so that he shall act upon it to his legal injury.”

In Balasa, the Court found that the investment scheme foisted by the accused on their hapless investors was a mere fraud, discussing that:

“Priscilla Balasa, thus, promised the credulous public quick financial gains on their investments. The foundation even printed brochures proclaiming the merits of the foundation’s investment scheme. Likewise, to bolster the illusion that indeed, the foundation was legitimate, the claim was made that deposits would be invested abroad in a world bank, with said transactions allegedly enabling the foundation to double or treble depositors’ investments. The evidence, however, proves the contrary. x x x x x x x x

The testimonial evidence presented by the prosecution proves that appellants employed fraud and deceit upon gullible people to convince them to invest in the foundation. It has been held that where one states that the future profits or income of an enterprise shall be a certain sum, but he actually knows that there will be none, or that they will be substantially less than he represents, the statement constitutes actionable fraud where the hearer believes him and relies on the statement to his injury. That there was no profit forthcoming can be clearly deduced from the fact that the foundation was not engaged nor authorized to engage in any lucrative business to finance its operation. It was not shown that it was the recipient of donations or bequest with which to finance its "double or triple your money" scheme, nor did it have any operating capital to speak of when it started operations. (Emphasis Ours.)

Appellant's modus operandi, perpetrated with Rubio's aid, bears similar marks of fraud.

First, appellant and Rubio had begun to persuade complainant to invest in a purportedly stable and existing corporation, Multitel, as early as October 2001. However, as admitted by appellant, Multitel started operating only in December 2001.[25]

In addition to this, appellant failed to show that Multitel was able to start its business and garner profits. When asked about the business of Multitel, appellant merely provided the general statement that it would be selling “benefon” cellular phones; however, appellant never presented any evidence, such as business records, plans, and products, which would make her claim credible. Appellant also failed to explain how complainant's money would be able to grow with Multitel, at a steady rate of 4% per month. She even failed to establish that complainant's Php1,000,000.00 was infused into the operations of Multitel itself.

In *People v. Menil, Jr.*, [26] the Court held that the failure of the accused, charged with estafa under a similar operation, to present specific business plans, to prove donations or bequests to finance his schemes, or to explain business specifics shows that his scheme was actually fraudulent.

Likewise, appellant's misrepresentation and failure to establish the above matters only lead Us to conclude that her investment proposal to complainant was fraudulent, and that she incorporated Multitel just to give appellant's operations a semblance of legitimacy and to allay the suspicions of future victims.

With respect to appellant's defense that complainant and the RTC failed to account for the risk of losses in investments, We find the same untenable. Rubio, cooperating with the appellant, had assured complainant that for her Php1,000,000.00, she would be obtaining a guaranteed and certain rate of 4% on her initial investment. As We have unraveled above, that 4% could never be realized as Multitel, the corporation touted as the wellspring of these profits, never took off. Worse, appellant even admitted that Multitel was shut down by the SEC and its

accounts investigated by the AMLC, shortly after its operation started, which provides Us with more reasons to believe that it was an engine meant to perpetuate fraud.

Relevantly, this Court cannot ignore Rubio's and Taniajura's continued evasion of law. The same constitutes flight, which indicates guilt and awareness of their *modus operandi*'s fraudulent nature. In Balasa, where the agents of the paymaster eluded custody after they were arraigned, the Supreme Court considered the flight of the agents as *indicia* that they knew their entity was illegal, holding that:

“Finally, if the foundation were indeed legitimate, the incorporators, outside of the members of the Francisco family, would not have escaped from the clutches of the law. If the foundation and its investment scheme were legal, then it behooved them to come out and testify for their own exoneration. The wicked flee when no man pursueth: but the righteous are bold as a lion.”

Complainant suffered injury because of appellant's fraud.

Complainant undoubtedly suffered injury, or damage, due to the fraud perpetuated by appellant, who worked with Rubio. She believed that her Php1,000,000.00 would be invested in a stable corporation, and that her returns would be certain. Unfortunately, this has not been the case. In the end, appellant only managed to dupe her into giving a substantial amount.

In sum, the foregoing analysis leads Us to conclude that appellant conspired with Rubio to obtain funds from the complainant, through fraudulent and deceitful means. By such fraud, complainant suffered injury capable of pecuniary estimation. Clearly, the elements of *estafa* under Art. 315 par. 2 (a) of the Revised Penal Code are present.

We now come to the penalty.

After due consideration, We affirm the RTC.

The fraud pulled off by the appellant falls under the forms of *estafa* penalized more severely under P.D. No. 1689, the “Decree Increasing the Penalty for Certain Forms of *Estafa*”. It was an investment scheme designed to inveigle funds from the general public, therefore falling under the description of *estafa* identified in the *whereas* clause of P.D. No. 1689, to wit:

“Whereas, there is an upsurge in the commission of swindling and other forms of frauds in rural banks, cooperatives, 'samahang nayon(s)', and farmers' associations or corporations/associations operating on funds solicited from the general public;”

Anent, the penalty, P.D. No. 1689 provides that “any person or persons who shall commit *estafa* or other forms of swindling as defined in Articles 315 and 316 of the Revised Penal Code, as amended, shall be punished by life imprisonment to death if the swindling (*estafa*) is committed by a syndicate consisting of five or more persons formed with the intention of carrying out the unlawful or illegal act, transaction, enterprise, or scheme, and the defraudation results in the misappropriation of moneys contributed by stockholders or members of rural banks, cooperatives, “samahang nayon(s)”, or farmers' associations, or funds solicited by corporations/associations from the general public.”. It qualifies that “when not committed by a syndicate as above defined, the penalty imposable shall be *reclusion temporal* to *reclusion perpetua* if the amount of the fraud exceeds 100,000.00 pesos”.[27]

In this case, the prosecution's evidence failed to show that the *estafa* committed against the complainant was committed by five or more persons. However, the evidence showed that the amount defrauded amounted to Php1,000,000,00.00, therefore above the Php100,000.00 threshold, and for which the law imposes the penalty of

reclusion temporal to reclusion perpetua.

Applying now the Indeterminate Sentence Law, appellant is hereby sentenced to an indeterminate sentence consisting of a minimum period of six (6) years and one (1) day of prision mayor to a maximum period of sixteen (16) years and one (1) day of reclusion temporal.

With respect to damages, appellant is hereby ordered to pay the complainant Php1,000,000.00 representing the sum the latter had been defrauded of, as ruled by the trial court.

With respect to moral and exemplary damages, We retain these awards. In *People v. Romero and Rodriguez*[28], the Court sustained the grant of such damages to a victim of a similar design of fraud, ratiocinating that these would enable the victim to obtain the means, diversion, or amusement to alleviate moral sufferings resulting from the failure of the accused to return his money, and to serve as an example for the common good.

Considering the substantial amount defrauded from complainant, We find the amount of Php50,000.00 for moral damages and Php50,000.00 for exemplary damages reasonable and just.

Hence, following the discussion above, We affirm appellant's conviction for estafa in Criminal Case No. 09-2114.

WHEREFORE, premises considered, the APPEAL is DENIED, and the Decision of the RTC finding appellant guilty of estafa under Art. 315, par. 2 (a) of the Revised Penal Code is AFFIRMED.

SO ORDERED.

Salazar-Fernando, R..A. Chairperson, and Cruz, R.A., JJ., concur.

[1] Rollo, pp. 47-61.

[2] Rollo, pp. 62-71.

[3] Records, pp. 4-5.

[4] Records, pp. 16-21.

[5] See Records, p. 22.

[6] See Records, p. 23.

[7] See Records, p. 24

[8] See Records, p. 25.

[9] Complainant alleges that Taniajura was part of the fraud perpetrated in Criminal Case Nos. 09-2115 to 2118, under similar pretenses.

[10] See Order dated 4 November 2009, at records, p. 181.

[11] Records, pp. 186-188.

[12] Records, p. 271.

[13] Records, pp. 244-271.

[14] See Order dated 26 July 2010, at records, p. 273.

[15] Republic Act No. 9160, as amended.

[16] Rollo, pp. 89-119.

[17] Rollo, p. 124.

[18] See *People v. Bautista*, G.R. No. 113547, 9 February 1995.

[19] See TSN of Estevez, pp. 10-11.

[20] Rule 131, paragraph (p).

[21] Rule 131, paragraph (q).

[22] See *People of the Philippines v. Romulo*, G.R. No. 133381, 27 November 2001.

[23] See *People v. Balasa*, G.R. No. 106357, 3 September 1998, wherein the Court adjudged the paymaster of a similar scheme to be in conspiracy with his “agents”.

[24] See above.

[25] See TSN dated 22 February 2012, p. 16.

[26] G.R. No. 1150554-56, 12 September 2000.

[27] See P.D. No. 1689, Sec. 1.

[28] G.R. No. 112985, 21 April 1999.

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