

ARNEL HEINZ C. URIENZA, COMPLAINANT-APPELLANT, VS. LUCY GOMEZ, CORAZON F. RIVERA AND VICTORIA T. CORPUZ, ACCUSED-APPELLEES.

Ponente: CORALES, J.

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CORALES, J.:

This is an appeal[1] by private complainant Arnel Heinz C. Urienza (Urienza) from the civil aspect of the May 26, 2010 Decision[2] of the Regional Trial Court (RTC), Branch 82, Quezon City acquitting accused-appellees Lucy Gomez (Gomez), Corazon F. Rivera (Rivera) and Victoria T. Corpuz (Corpuz) of the crime of estafa under Article 315, paragraph 2(a)[3] of the Revised Penal Code.

The Antecedents

On the basis of the Complaint-Affidavit[4] filed by Arnel Heinz C. Urienza (Urienza), Gomez, Rivera, and Corpuz were charged with Estafa under an Information[5] which reads:

The undersigned accuses LUCY GOMEZ, CORAZON F. RIVERA, and VICTORIA T. CORPUZ of the crime of ESTAFA, committed as follows:

That on or about the period from July 30, 1995 to October 7, 1995, in Quezon City, Philippines, the said accused conspiring, confederating with and mutually helping one another, did then and there, wilfully, (sic) unlawfully and feloniously defraud ARNEIL HEINZ C. URIENZA in the following manner, to wit: the said accused, by means of false manifestations and fraudulent representations which they made to said ARNEL HEINZ C. URIENZA to the effect that they had the power and capacity to reconstitute TCT No. 263759 registered in the name of VICTORIA T. CORPUZ and could facilitate the processing of the pertinent papers if given the necessary amount to meet the requirements thereof, and by means of other similar deceits, induced and succeeded in inducing said complainant to finance the reconstitution of said title and to give and deliver, as in fact gave and delivered to said accused the amount of more or less P800,000.00 on the strength of said manifestations and representations, said accused well knowing that the same were false and fraudulent and were made solely to obtain, as in fact they did obtain the amount of more or less P800,000.00 which amount once in their possession, with intent to defraud complainant, wilfully, (sic) unlawfully and feloniously misappropriated, misapplied and converted to their own personal use and benefit, to the damage and prejudice of said ARNEIL HEINZ C. URIENZA in the aforesaid amount of more or less P800,000.00, Philippine Currency.

CONTRARY TO LAW.

Urienza claimed that on July 30, 1995, Rivera went to him and offered for sale properties in People's Park, Krus

na Ligas and Culiat, Quezon City. Rivera told him that the titles of these properties were burned when fire hit the Quezon City Hall in 1988 and Gomez is selling the said parcel of lands to finance the reconstitution of said titles. On that same day, Urienza and Rivera met with Gomez at Max's Restaurant. Rivera and Gomez presented photocopies of Transfer Certificate of Title (TCT) No. 263759[6] in the name of Corpuz, as well as maps and other documents pertaining to a 285,094-square meter (sq.m.) lot in Culiat. Before the meeting ended, Urienza agreed to buy a 1,000-sq.m. portion of the land in Culiat for P300,000.00. The following day, Urienza gave[7] P150,000.00 to Gomez as initial payment for the subject lot. Urienza went to Atty. Virginia Paragua (Atty. Paragua) for the preparation of a deed of sale covering the Culiat property but the latter asked for the original copy of TCT No. 263759. Gomez assured Urienza that Corpuz was the real owner of the property. They went to the Registry of Deeds (RD) of Quezon City to confirm the status of TCT No. 263759 and met Corpuz who showed them her original copy of the title. Thereafter, the parties returned to Atty. Paragua and executed a Deed of Conditional Sale of Unsegregated Portion of Land[8] for the Culiat property. Corpuz also issued a receipt for the P150,000.00 earlier paid by Urienza.[9]

He further alleged that on August 14, 1995, Corpuz asked his help in financing the reconstitution of the original title and the release of the old microfilm from the Land Registration Authority (LRA). Urienza agreed and delivered P350,000.00 to Corpuz[10] but after a month, the latter requested for an additional P300,000.00 telling him that the papers would be released upon payment of the arrears in real property taxes. In the presence of Gomez, Urienza gave Corpuz P294,900.00 as shown by an acknowledgment receipt[11] signed by the latter. According to Urienza, Corpuz promised to give him three (3) hectares of land in Commonwealth Avenue, one (1) hectare land in Krus na Ligas, another hectare of land in People's Park, all in Quezon City, plus a 5% sales commission in exchange of the foregoing amounts given by Urienza.[12]

On October 7, 1995, Urienza directed Corpuz to summarize all payments he had given to accused-appellees and the latter executed a deed of conditional sale acknowledging receipt of P835,875.00 for a two (2) hectare-land covered by TCT No. 263759. In the said deed, Corpuz also stated that Urenza has a balance of P500,000.00 which must be paid to conclude their agreement. However, when Urienza visited accused-appellees the following week, they told him that the arrears in taxes is already P1.7 million instead of the original P1.2 million. Later on, Urienza could no longer found accused-appellees. These prompted him to investigate and asked help from the National Bureau of Investigation (NBI). He allegedly discovered that the tax application shown to him by accused-appellees was fraudulent and the RD officer who signed the certification of authenticity of title even denied having signed the same. Upon further verification by the NBI, it was revealed that the petition for administrative reconstitution of title purportedly initiated by Corpuz was not among those filed with the LRA.[13]

On the other hand, Rivera admitted that she was Urienza's realty agent. She and Gomez showed to Urienza certain parcels of land in People's Park and Culiat and the latter took interest in buying the Culiat property. They told Urienza that the Culiat property was owned by Corpuz and presented to him a photocopy of the title. After examining the title, Urienza wanted to meet Corpuz but the plan did not push through. Instead, they went to a bank in Quezon City where Urienza gave Gomez a manager's check. According to Rivera, he heard Urienza telling Gomez that he was interested in buying 1,000 sq.m. of land with the P150,000.00 downpayment. Thereafter, they went to Atty. Paragua for the execution of the deed of conditional sale but the lawyer asked for Corpuz and instructed Urienza to verify the status of the property. They proceeded to the RD and a certain Mr. Cajiling told them that the office would not issue any document unless the title has already been reconstituted. They also met with Corpuz and later on returned to Atty. Paragua for the preparation of the deed of conditional sale. Rivera further testified that Gomez delivered to Corpuz the downpayment given by Urienza but they did not receive any commission from the said amount.[14] Rivera added that Corpuz collected from Urienza an additional P350,000.00 and P300,000.00 but only P272,000.00 and P294,000.00 were respectively given because the interest

and outright commission were already deducted. Corpuz and Urienza also modified their agreement in a way that the former was obliged to give three (3) to five (5) hectares of land upon the latter's payment of another P500,000.00 in October 1995. In all these transactions, Gomez, was allegedly not present as she was in Calbayog, Samar. Lastly, Rivera claimed that Urienza did not pay Corpuz the full amount stated in the modified agreement,[15] resulting in their failure to pay the arrears in realty taxes and complete the reconstitution of the title.[16]

Corpuz blamed Gomez in failing to complete the reconstitution of TCT No. 263759. Allegedly, Gomez offered help in reconstituting TCT No. 263759 and introduced her to Urienza who was willing to finance the expenses for the reconstitution of title. Subsequently, she and Urienza executed a deed of conditional sale covering a 1,000-sq.m. of land in Culiati with a P150,000.00 downpayment. On September 1, 1995, Gomez and Rivera showed Corpuz the documents for the reconstitution of title and told her that the arrears in realty taxes were not yet paid. Corpuz asked help from Urienza who gave P294,000.00 and P300,000.00 on two different occasions. According to Corpuz, she gave the said amounts to Gomez but she later on discovered that the LRA has no copy of the petition for reconstitution.[17]

The Ruling of the RTC

On May 26, 2010, the RTC acquitted accused-appellees of the crime charged. It held that “there was no actual fraudulent representations that caused private complainant to part with his money” because a full disclosure of the status of the property has been made. It further found that accused-appellees failed to undertake the reconstitution of title due the nonpayment of the arrears in realty taxes which Urienza agreed to shoulder. The court a quo also ruled out the presence of conspiracy and disposed the case as follows:

WHEREFORE, premises considered, accused Lucy Gomez, Corazon F. Rivera and Victoria T. Corpus are hereby found NOT GUILTY of the offense of Estafa under Article 315, par. 2(a) of the Revised Penal Code charged in the information and are hereby, accordingly ACQUITTED of the same.

The Information filed against said accused is, therefore, ordered DISMISSED, for failure of the prosecution to prove and establish their guilt therefor beyond reasonable doubt. (Emphasis appears in the original text of the Decision)

Unsatisfied, Urienza interposed the instant appeal with this lone assignment of error:

THE TRIAL COURT ERRED IN NOT HOLDING THE ACCUSED-APPELLEES CIVILLY LIABLE TO THE PRIVATE COMPLAINANT-APPELLEE IN GROSS DISREGARD OF THE EVIDENCE ON RECORD AND CONTRARY TO APPLICABLE LAWS AND JURISPRUDENCE.[18]

He argues that the acquittal of accused-appellees was due to reasonable doubt, thus, the extinction of the penal action does not carry with it the extinction of the civil action; however the RTC failed to make any pronouncement as to accused-appellees' civil liability. He insists that some of the documents presented to him were in fact spurious and accused-appellees made false pretenses without which he would not have delivered money to them. He also points out that Corpuz and Rivera admitted that Gomez collected from him P744,000.00; hence, they should jointly and severally return to him the principal amount of P800,000.00 with legal interest until fully paid, plus costs of suit.[19]

For their part, accused-appellees contend that Urienza failed to substantiate any basis for the rescission of his transactions with Corpuz or to prove that the indispensable elements of demand has been made.[20] Furthermore, Corpuz harps on Urienza's supposed admission that he was fully aware of the transaction he entered into with accused-appellees, that he had not been deceived by them, and that they had made no fraudulent misrepresentations to him. Corpuz maintains that Urienza was merely attempting to enforce a reciprocal contract without first complying with his own obligations; therefore, his appropriate remedy was a separate civil suit, where the burden would primarily be upon him to prove his entitlement to reimbursement.[21]

This Court's Ruling

The appeal lacks merit.

It is axiomatic that every crime gives rise to (1) a criminal action for the punishment of the guilty party and (2) a civil action for the restitution of the thing, repair of the damage, and indemnification for the losses. Restitution is full or partial compensation made by a criminal to a victim for the latter's loss while reparation and indemnification compensate for the injury, wrong, loss, or damage sustained.[22] The civil action to recover these civil liabilities *ex delicto*[23] is deemed instituted in the criminal action unless the offended party waives the same, reserves the right to institute it separately, or files it prior to initiating criminal proceedings.[24]

It is also a well-settled rule that the acquittal of the accused of the crime charged does not necessarily extinguish the civil liability thereof if (a) the acquittal is based on reasonable doubt; (b) the court declared that the liability of the accused is only civil; or (c) the civil liability of the accused does not arise from or is not based upon the crime of which the accused is acquitted.[25] Notably, the civil action is extinguished where the final judgment as to the criminal aspect found that the act or omission from which civil liability may arise did not in fact exist or that the accused did not commit the same. Thus, judgments of acquittal should specify the basis thereof and determine whether the act or omission from which civil liability might arise in fact existed.[26]

In this case, the acquittal of accused-appellees was not only premised on the failure of the prosecution to prove their guilt beyond reasonable doubt but also on the RTC findings that the acts supposedly constituting estafa, from which civil liability *ex delicto* subject of this appeal might arise, did not in fact exist. In the assailed Decision, the RTC enumerated the essential elements of the offense charged, i.e., (1) a false pretense, fraudulent act, or fraudulent means, (2) made or executed prior to, or simultaneously with, the commission of the fraud, (3) the offended party having relied thereon and been induced thereby to part with his money or property, (4) consequently suffering damage and prejudice; and found that the indispensable element of deceit is conspicuously missing, thus:

Noteworthy from the evidence adduced by the prosecution itself, particularly the testimony of private complainant Arnel Heinz C. Urienza, is his apparent knowledge of the transaction he entered into with the three accused herein and his admission that he was neither deceived nor were fraudulent misrepresentations made upon him to consummate the same. Thus, he testified as follows:

Q -

Mr. Urienza, I want you to be honest and sincere to the Honorable Court. Did Mrs. Corpuz deceive you?

A -

No, sir.

Q -

Why did you filed (sic) this case against her?

A -

Actually, I and Mrs. Corpuz had no understanding to each other. I have to be thankful to her that she admitted all the acknowledgement letter issued for the transaction. Otherwise, I had no fight against this case. (TSN dated Sept. 3, 1997 pp. 14-15)

The foregoing testimony, therefore, belie the existence of the element of false pretense, fraudulent act of fraudulent means employed by the herein accused. As it appears there was a full disclosure of the status of the property necessitating, as it did, the reconstitution of the title thereto. It further appears that accused herein were unable to fully undertake the reconstitution aforesaid because of the non-payment of the back taxes which the herein complainant agreed to shoulder. This is clear from the complainant's own testimony; thus:

Q -

Of course you are aware that the reason why the title was not being reconstituted because (sic) they could not shoulder all the back taxes due to it?

A - I can shoulder the taxes.

xxx

COURT:

Yes, Did you obligate yourself to pay the back taxes?

A - They obligated me, Your Honor.

COURT -

What kind of taxes?

Back realty taxes?

A -

Yes, Your Honor.

COURT:

And you were told that it was 2 million or more.

A -

Almost.

COURT -

Did you pay this amount of the back taxes due on the property?

A - They said that if I am not going to produce the P500,000.00 regardless of the back taxes that they have to pay, they are going to source it from other financiers. But as far as I am concerned, it was part of P500,000.00.

xxx

COURT -

All that you knew that there were back taxes to be paid, the accused told you that they will source this out from other financiers not from you?

A -

What I clearly remember is that what I have given previously are also from part of the back taxes. (TSN dated August 4, 1997 pp. 21-23)".

In fine, there was no "actual fraudulent representations" that had caused the herein private complainant to part with its (sic) money. (Emphasis supplied)

Clearly, the basis of the RTC's decision in acquitting accused-appellees was the absence of evidence showing that estafa has been committed. It found that Urienza himself readily admitted that no fraud, misrepresentation, or false pretense had been perpetrated upon him; that he was made aware of the full extent of the tax arrears which had to be settled for the property title to be reconstituted; and he had simply refused to make further payments on those tax arrears. The transcript of stenographic notes fully support such ruling, thus:

A:

Corazon Rivera said to me that there is a property being sold by Lucy Gomez in Kuliat in People's Park and in Krus na Ligas and they need a financier. to pay to finally reconstitute this.

xxx

ATTY. LEGASPI:

May I continue. What is your reaction to the statement that they need a financier?

A:

First of all, I need the original TCT just like I had before Mrs. Rivera has presented to me the original of the TCT.

xxx

Q: What happened next after Mrs. Rivera informed you that they need a financier?

A: I asked for the TCT of their property.

Q: What happened after you asked for the TCT?

A: They presented me a lot of things?

xxx

Q: What did you do after these documents were shown to you?

A: I asked them to go to our lawyer to my private lawyer for the proper legalities.

Q:

At the same day, did you go to that lawyer?

A: Not sir.

xxx

COURT:

Before you told Mrs. Gomez to see Atty. Virginia Paragua your lawyer, was there any agreement arrived at between you and Mrs. Gomez regarding the financing of the property?

A:

Yes, sir.

Q: What was the agreement?

A:

They are selling 1,000 square meters of property for my payment of P300,000.00.

Q: And you agreed to that?

A:

Yes, Your Honor.

xxx

Q:

What happened to this agreement that you will be given 1,000 square meters in exchange for P300,000.00?

A:

Initially, I paid the P150,000.00 in cash on July 31, 1995 and then the remaining balance will be paid upon the execution of the Absolute Deed of Sale.

Q:

Do you have proof the the (sic) payment of the P150,000.00?

A:

Yes, sir, the Manager's check.

COURT:

Why did you have to pay downpayment?

A:

They mentioned that they badly need this money to be able to reconstitute in a very short time as soon as possible.

xxx

ATTY. LEGASPI:

Q:

You said that you paid to Mrs. Gomez, did you come to know (sic) whether this Manager's check was encashed by Mrs. Gomez?

A:

Yes, I handed it over to Mrs. Gomez personally inside the bank together with Mrs. Corazon Rivera.

Q: Because of that you believed that she encashed this?

A: I firmly believed.

Q:

Since you paid the P150,000.00 to Mrs. Gomez what happened next after July 31, 1995?

A: I asked them to provide me the Absolute Deed of Sale for the property.

xxx

Q:

After your lawyer Atty. Paragua informed you that she refused to execute this documents for you, what happened next?

A:

Mrs. Lucy Gomez assured me and ensured Atty. Virginia Paragua that all these documents are authentic have originals which Mrs. Lucy Gomez asked me for a drive to get the originals within the day.[27]

It was quite plain from the foregoing that Urienza immediately made a downpayment of P150,000.00 to accused-appellees even without the express assurance of Gomez that the documents presented to him are authentic; thus, the RTC correctly ruled that estafa through false pretenses or deceit was not proven. There being

no crime or delict to speak of, civil liability ex delicto does not arise.[28] However, Our ruling herein is without prejudice to the determination in the proper forum of the accused's liability based on other principles of law.

WHEREFORE, the appeal is DENIED for lack of merit.

SO ORDERED.

CERTIFICATION

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Villon, J., Chairperson and Macalino JJ., concur.

[1] See Notice of Appeal in relation to the October 18, 2010 Order of the RTC giving due course to said appeal, records, pages 883-884 and 887, respectively.

[2] Penned by Presiding Judge Severino B. de Castro, Jr., rollo, pages 51-63.

[3] ART. 315. Swindling (estafa). - xxx

xxx

- By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

(a) By using a fictitious name, or falsely pretending to possess, power, influence, qualifications, property, credit, agency, business or imaginary transactions; or by means of other similar deceptions.

xxx

[4] Records, pages 28-29.

[5] Ibid., pages 1-2.

[6] Ibid., pages 360-361.

[7] See Manager's Check dated July 31, 1995 pay to the Order of Mrs. Lucy C. Gomez, *ibid.*, page 363.

[8] *Ibid.*, pages 364-365.

[9] See Urienza's Affidavit, Exhibit "M", *ibid.*, pages 377-378. See also TSN, Urienza, July 7, 1997, pages 4-16.

[10] See Acknowledgment Receipt signed by Corpuz on August 16, 1995 as witnessed by Rivera, *ibid.*, page 98.

[11] *Ibid.*, page 99.

[12] TSN, Urienza, July 21, 1997, pages 2-10.

[13] *Ibid.*, pages 10-15; See also Urienza's Affidavit, Exhibit "M", *supra*, at note 9; TSN, Dominador Villanueva of the NBI, October 6, 1997, pages 17-18.

[14] See TSN, Rivera, February 24, 2003, pages 5-29

[15] Ibid., April 23, 2003, pages 9-29.

[16] Ibid., April 20, 2004, pages 4-7.

[17] See TSN, Corpuz, January 26, 2000, pages 8, and 15-20; February 2, 2000, pages 13-17.

[18] See Brief for the Private Complainant-Appellant, rollo, page 81.

[19] Ibid., pages 88-93.

[20] See Brief for Appellees' Gomez and Rivera, *ibid.*, pages 118-123.

[21] See Brief for Accused-Appellee Corpuz, *ibid.*, pages 144-156.

[22] See *People v. Combate*, G.R. No. 189301. December 15, 2010.

[23] See *Casupanan v. Laroya*, G.R. No. 145391. August 26, 2002. See also *People v. Amistoso*, G.R. No. 201447. August 28, 2013.

[24] See Rules of Court, Rule 111, Section 1.

[25] See *Alferez v. People*, G.R. No. 182301. January 31, 2011.

[26] See *Ching v. Nicdao*, G.R. No. 141181. April 27, 2007, citing the Rules of Court, Rule 120, Sec. 2, last paragraph.

[27] TSN, Urienza, July 7, 1997, pages 4-10.

[28] See *Lim v. Kou Co Ping*, G.R. No. 175256. August 23, 2012; *Dayap v. Sendiong*, G.R. No. 177960. January 29, 2009.

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