

ANALENE DELOS ANGELES, PETITIONER, VS. THE PEOPLE OF THE PHILIPPINES, RESPONDENT.

Ponente: GARCIA-FERNANDEZ, J.

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GARCIA-FERNANDEZ, J.:

This is a petition for review under Rule 42 of the Rules of Court, as amended, seeking to reverse and set aside the decision dated November 30, 2010[1] and resolution dated March 14, 2011[2], issued by the Regional Trial Court of Manila, Branch 39 in Crim. Case No. 10-276191, which affirmed the decision dated September 10, 2009[3] issued by the Metropolitan Trial Court of Manila (MeTC), Branch 3, in Crim. Case No. 379428-CR. The latter court found petitioner guilty beyond reasonable doubt of violation of Batas Pambansa 22 (BP 22) and sentenced her to pay a fine of TWO HUNDRED THOUSAND PESOS (PHP200,000.00), with subsidiary imprisonment in case of insolvency but not to exceed six months, as well as to indemnify the offended party the sum of TWO HUNDRED FORTY ONE THOUSAND, FIVE HUNDRED PESOS (PHP 241,500.00), and to pay the costs.

The factual antecedents are as follows:

Petitioner was charged in an information dated April 14, 2002[4] for violation of BP 22, otherwise known as "The Bouncing Checks Law," as follows:

"That on or about March 15, 2000, the said accused did then and there willfully, unlawfully and feloniously make or draw and issue to MEGA UMBRELLA MANUFACTURING CENTER, INC., represented by SALVADOR BALTAZAR to apply on account or for value MAYBANK Check No. 0202452 dated June 10, 2000, payable to Mega Umbrella Manufacturing Center, Inc. in the amount of P241,500.00, said accused well knowing that at the time of issue she did not have sufficient funds in or credit with the drawee bank for payment of such check in full upon its presentment, which check after having deposited in the City of Manila, Philippines and upon being presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for PAYMENT STOPPED, but the same would have been dishonored for insufficient funds had not the accused, without any valid reason, ordered the bank to stop payment, the said accused, despite the receipt of notice of such dishonor, failed to pay said MEGA UMBRELLA MANUFACTURING CENTER, INC. of the amount of the check or to make arrangement for full payment of the same within five (5) banking days after receiving said notice."

Petitioner entered a plea of not guilty during arraignment. The case was then referred to the Philippine Mediation Center, but was referred back to the MeTC when parties failed to enter into an amicable settlement.

The MeTC made the following findings:

"Complainant Baltazar averred that being the General Manager of Mega Umbrella Manufacturing Center, Inc., (MUMCI), he was authorized by its Board of Directors to initiate and maintain the prosecution of the instant case against accused Analene delos Angeles, by virtue of a Secretary's Certificate dated January 23, 2002, duly signed by the company's Corporate Secretary and President (Exhs. "B", "B-1", & "B-2").

He maintained that accused Analene A. delos Angeles, doing business under the name and style of "Repletion International Trading Corporation," ordered from their company ten thousand (10,000) pieces of yellow and

red umbrella of different specifications and designs. As evidence thereto, he averred that a facsimile copy of the Purchase Order dated March 31, 2000, duly signed by accused was sent to their office (Exh. "C", "C-1", "C-2", "C-3").

Following the communication by accused of her intention to purchase, two (2) deliveries were then made. The first partial delivery, as evidenced by Delivery Receipt No. 4381 dated March 3, 2000, was personally delivered by the accused (Exhs. "I", "I-1", "I-2"), and the second partial delivery of the goods were received on March 15, 2000, and as evidence thereto, Delivery Receipt No. 4403 dated March 10, 2000 (Exhs. "D" & "D-1") and No. 4407 dated March 11, 2000 (Exhs. "E" & "E-1") were issued.

Complainant further averred that upon deliver of said goods, accused issued a postdated check drawn against Maybank, Makati Branch, bearing Check No. 0202452 in the amount of Two Hundred Forty-One Thousand Five Hundred Pesos (Php241,500.00) dated June 10, 2000, which when deposited at Metrobank, Divisoria Branch, was dishonored and a notation "Payment Stopped" was placed at the dorsal portion of said check (Exhs. "F", "F-1" to "F-4"). In addition, a Debit/Credit Memo by Metrobank was issued as regards the dishonored check (Exhs. "G" & "G-1").

Following such dishonor, private complainant through counsel sent a Notice of Dishonor of Checks and Demand to Pay Vale dated September 20, 2001, which was delivered to the accused through his counsel's liaison officer. Upon delivery of said letter, the same was refused acceptance after accused herself found inaccuracies with the spelling of her first name, to which, she placed a notation "wrong spelling" in the face of the demand letter (Exhs. "L-5-A" & "L-5-B"). It was only on September 27, 2001 that the demand letter with the necessary correction was sent to the accused. However, despite said written demand to made good of her outstanding obligation, accused allegedly failed and refused to pay the amount due thereon, and upon inquiry with Shell Corporation in Buendia, complainant came to know that the said company had already paid the amount of the goods to accused.

On cross-examination, complainant Baltazar claimed that the instant action stemmed from the Purchase Order made by accused dated February 28, 2000. As evidence thereto, three (3) delivery receipts covering two (2) transactions were issued to accused delos Angeles. Likewise, he asserted that it was accused who sent the purchase order for and in behalf of Repletion International Trading Corporation and Steven Hoo. Upon accused's representation as owner and general manager of said corporation, without any knowledge of the fact that it was Steven Hoo who actually owns the corporation, complainant accepted payment from accused as regard Delivery Receipt Nos. 4403 and 4470, which were made at her office in Balut, Tondo, Manila.

Furthermore, complainant maintained that accused was duly notified of the dishonor of the check after a demand letter dated September 20, 2001 was sent and was received by Jene Arlene A. Carrasco (Exh. "H-3").

However, complainant herein clarified during the re-direct that it was actually Jennifer Olaso who received the goods in behalf of the corporation, but as regards Delivery Receipt No. 4381 dated March 31, 2000, he claimed that the same was personally received by accused delos Angeles. Anent to the demand letter addressed to to accused dated September 20, 2001, complainant admitted that it was received by one Arlene Carrasco only on September 27, 2001, after it was returned [xxx] his counsel upon accused's refusal to acknowledge receipt thereof, because of the inaccuracy in the spelling of the latter's first name.

On re-cross, private complainant maintained that Delivery Receipt No. 4381 was actually received by accused, and in consideration thereof, a check in behalf of Repletion International Trading Corporation was issued, which was in the name of Steven Hoo.

However, with respect of the testimony of the second witness for the prosecution in the person of Nelson Mailom, Bank Manager of Maybank, Makati Branch, the prosecution and the defense entered into stipulation of facts on the following material points, to wit:

(a) Ledge Card on Account No. 00-059-00-0521-1 in the name of accused Analene Acosta delos Angeles Hoo

(Exhs. "M", "M-1" to "M-4");

(b) Personal Account Opening in the name of the accused (Exhs. "N", "N-1" & "N-2");

(c) Universal Terms and Conditions for Depositi Account under Account No. 00-059-00-0521-1 in the name of Analene dated April 4, 2000 (Exhs. "O", "O-1", "O-2", "O-3" & "O-3-A")'

Computer-generated copy of Current Status of Account (Exh. "P");

(e) Computer-generated copy of the Status of Checking Account as certified by witness Nelson Mailon dated October 7, 2005 (Exh. "P-2-A");

(f) The entry referring to the subject check as well as the amount of Php241,500.00 (Exh. "P-2-B").

Furthermore, witness attested that the check, which was issued by accused was drawn against Maybank Account No. 005900521-1, which, when presented for payment, was subsequently dishonored by the drawee bank, there being no funds deposited by accused to cover the amount of said check, prompting the bank employee to place a notation at the back of the subject check on even dated.

The last witness presented by the prosecution was Emilio L. Solano, who allegedly served upon the accused two (2) demand letters both dated September 20, 2001. In relation to the instant case, said witness acknowledged having executed and signed an Affidavit dated August 30, 2004 (Exhs. "J" & "J-1"), and confirmed and affirmed its contents.

He averred that he first met accused when he personally served upon the latter two (2) demand letters dated September 20, 2001, which persons to her unpaid obligation in the amount of Php241,500.00, at her office on Repletion International Trading Corporation situated at 632 H. Lopez Street, Northbay Blvd., Tondo, Manila. Witness Solano testified that he personally served the demand letter upon notation upon accused delos Angeles but it was returned to him after accused placed notation on the letter concerning her misspelled name, and instructed him to return the letter and furnish her with the corrected one.

Finally, said witness maintained that he was able to furnish the demand letter bearing the same date only on September 27, 2001, after Atty. Cecilia Cinco made the necessary correction, which letter was received by Jene Arlene C. Carrasco, who represented herself as office personnel of accused delos Angeles, and instructed her to give the letter to the accused.

When crossed, witness Solano averred that he served two (2) demand letters, one addressed to the accused, and the other to Steven Hoo, which was unserved. He asserted that it was actually Jene Arlene A. Carrasco, who actually received the demand letter in behalf of accused (Exh. "H-3"), but admitted that he has no knowledge if said letter was actually given to accused, as he only instructed her to give the same of the accused.

After the presentation of the testimonies of their witnesses, prosecution offered in evidence Exhibits "A" to "P" including their sub-markings, and rested its case.

The defense presented its lone witness in the person of Analene delos Angeles, accused in this case, who averred that she executed and signed a Counter-Affidavit dated November 5, 2004, and denied privity of contract nor privity of transaction with private complainant.

On cross-examination, accused herein reiterated that as regards the instant case, she had no privity of contract with Mega Umbrella Manufacturing Center, Inc., despite the fact that the said company had charged her with three (3) counts of violation of BP 22 before the MeTC Branch 7 of Manila.

As regards the instant case, accused delos Angeles admitted that she prepared and signed a Purchase Order, as a

consequence of which, complainant caused the delivery of goods as evidenced by Delivery Receipt No. 4381. Accused likewise admitted that she issued the subject check drawn against Maybank bearing Check No. 0202452 in the amount of Php241,500.00 under the account name of Repletion International Trading Center, but denied such issuance as payment to Mega Umbrella. Accused likewise asserted that she signed a check, but the contents therein were not in her handwriting. Furthermore, she admitted that she met one of the prosecution witnesses, Emilio Solano, who furnished her with a copy of the demand letter at one of their offices, and the fact that she personally corrected her misspelled name.

During the re-direct, accused delos Angeles reiterated that she has no privity of contract with private complainant Salvador Baltazar and her husband Steven Hoo, who, at the same time, is the owner of Repletion International Trading Center, as sole proprietorship. Further, she attested that her husband and the owner of Mega Umbrella Manufacturing Center are friends, and that she signed a check in blank. However, the handwritten details appearing thereon were not made in her own hand, and that the said check was delivered to private complainant upon order of Steven Hoo, after the latter allegedly directed her secretary, Jennifer Olasso, to steal the check from her drawer, which admission was allegedly made by no less than Steven Hoo himself in his Affidavit.

Further, admission was made by accused herein during re-cross, claiming that it was her mother Estelita delos Santos, who originally owns the company, which ownership was transferred to them by purchase, as evidenced by a Deed of Absolute Sale.

The Court, on March 24, 2009, issued an Order directing the counsel for the accused to file formal offer of exhibits. However, no such compliance was filed to date, such that the Court, on August 14, 2009, issued another Order submitting the instant case for decision for failure to comply with its previous order and considered accused herein to have deemed waived to formally offer her evidence."^[5]

On September 10, 2009, the MeTC rendered a decision^[6] against petitioner, the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered finding accused ANALENE A. DELOS ANGELES "Guilty" beyond reasonable doubt of having violated Batas Pambansa Bilang 22, and hereby sentences her to pay a fine of TWO HUNDRED THOUSAND PESOS (Php200,000.00), with subsidiary imprisonment in case of insolvency, but not to exceed six (6) months; to indemnify the offended party the sum of TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED PESOS (Php241,500.00), and to pay the costs."

Both parties appealed the decision dated September 10, 2009 to the RTC. However, the RTC, in the decision dated November 30, 2010^[7], affirmed the decision of the MeTC with costs against the petitioner. Petitioner's motion for reconsideration was also denied by the RTC in its resolution dated March 14, 2011 for lack of merit.^[8]

Hence, this petition^[9]. Petitioner claims that the RTC committed grave and reversible error when it affirmed the MeTC's decision finding her guilty beyond reasonable doubt for violation of BP 22. In support thereof, petitioner claims that the lower courts erred in ruling that Maybank Check No. 0202452, the subject check, was issued to effect the delivery of the umbrellas, as shown by the fact that the delivery receipts submitted by the respondent bear annotations that these are part of a bigger purchase order of Steven Hoo or Repletion International Trading Center. Further, petitioner claims that she was not formally notified of the subject check's dishonor.

The petition is devoid of merit.

As correctly found by the MeTC and RTC, the subject check was issued as payment for the deliveries made in March 2000. Even if these deliveries were part of a bigger delivery order, BP 22 still applies since the subject

check was clearly issued to apply on account. Further, basic is the rule that what the law punishes is the issuance itself of a bouncing check and not the purpose for which it was issued or of the terms and conditions relating to its issuance.[10]

This Court likewise cannot consider petitioner's claim that she was not formally notified of the subject check's dishonor. Records show that petitioner admitted having met with respondent's witness Solano, who delivered the demand letter, as well as having corrected her name on said letter. Thus, it can not be said that she had no actual or formal knowledge about the dishonor of the check. Moreover, by admitting that she saw the demand letter, this Court is of the opinion that the requirement of written notice under the law[11] has been complied with.

In view of the foregoing, this Court finds that the MeTC and RTC correctly found petitioner guilty beyond reasonable doubt of violation of BP 22.

This Court finds that the fine of TWO HUNDRED THOUSAND PESOS (PHP200,000.00), with subsidiary imprisonment in case of insolvency, but not to excess six months, is in line with prevailing jurisprudence. However, in conformity with prevailing jurisprudence, this Court finds that the petitioner must be ordered to indemnify the offended party not only the sum of PHP241,500.00, but also to pay interest at six percent (6%) per annum from default or date when the demand was made under and subject to the provisions of Article 1169[12] of the Civil Code. Further, the judgment award on the civil liability shall further earn six percent (6%) interest per annum from the finality of this decision until fully paid.[13]

WHEREFORE, the petition is DENIED. The decision dated November 30, 2010 of the Regional Trial Court of Manila, Branch 39 in Crim. Case No. 10-276191 is hereby AFFIRMED with MODIFICATION. Petitioner is ordered to indemnify private respondent the amount of the dishonored check, which is PHP 241,500.00, with six percent (6%) interest per annum from the date of receipt of the demand letter to the finality of the decision. This judgment award on the civil liability shall further earn six percent (6%) interest per annum from the finality of the decision until the same is fully paid.

SO ORDERED.

Lampas Peralta, F., (Chairperson), and Acosta, F. P., JJ., concur.

[1] Rollo, pp. 15-20.

[2] Rollo, pp. 10-14.

[3] Rollo, pp. 59-66.

[4] Rollo, p. 58.

[5] Supra note 3.

[6] Supra note 3.

[7] Supra note 1.

[8] Supra note 2.

[9] Rollo, pp. 22-57.

[10] Ruiz vs. People of the Philippines, G.R. No. 160893, November 18, 2005.

[11] Domagsang v. Court of Appeals , G.R. No. 139292, December 5, 2000.

[12] Eastern Shipping Lines v. Court of Appeals, G.R. No. 97412.

[13] BSP Circular No. 799 effective July 1, 2013.

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