

IRMA IDOS, PETITIONER, VS. COURT OF APPEALS AND PEOPLE OF THE PHILIPPINES, RESPONDENTS.

G.R. No. 110782. September 25, 1998

Ponente: QUISUMBING, J.

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QUISUMBING, J.:

Before this Court is the petition for review of the Decision of respondent Court of Appeals[1] dismissing petitioner's appeal in CA-G.R. CR No. 11960; and affirming her conviction as well as the sentence imposed on her by the Regional Trial Court of Malolos, Bulacan, in Criminal Case No. 1395-M-88[2] as follows:

"WHEREFORE . . . the [c]ourt finds the accused Irma Idos guilty beyond reasonable doubt and is hereby sentenced to suffer the penalty of imprisonment of six (6) months and to pay a fine of P135,000.00 and to pay private complainant Eddie Alarilla the amount of the check in question of P135,000.00 at 12% interest from the time of the filing of the [i]nformation (August 10, 1988) until said amount has been fully paid."

Elevated from the Third Division[3] of this Court, the case was accepted for resolution en banc on the initial impression that here, a constitutional question might be involved.[4] It was opined that petitioner's sentence, particularly six months' imprisonment, might be in violation of the constitutional guarantee against imprisonment for non-payment of a debt.[5]

A careful consideration of the issues presented in the petition as well as the comments thereon and the findings of fact by the courts below in the light of applicable laws and precedents convinces us, however, that the constitutional dimension need not be reached in order to resolve those issues adequately. For, as herein discussed, the merits of the petition could be determined without delving into aspects of the cited constitutional guarantee vis-à-vis provisions of the Bouncing Checks Law (Batas Pambansa Blg. 22). There being no necessity therefor, we lay aside discussions of the constitutional challenge to said law in deciding this petition.

The petitioner herein, Irma L. Idos, is a businesswoman engaged in leather tanning. Her accuser for violation of B.P. 22 is her erstwhile supplier and business partner, the complainant below, Eddie Alarilla.

As narrated by the Court of Appeals, the background of this case is as follows:

"The complainant Eddie Alarilla supplied chemicals and rawhide to the accused-appellant Irma L. Idos for use in the latter's business of manufacturing leather. In 1985, he joined the accused-appellant's business and formed with her a partnership under the style 'Tagumpay Manufacturing,' with offices in Bulacan and Cebu City.

However, the partnership was short lived. In January, 1986 the parties agreed to terminate their partnership. Upon liquidation of the business the partnership had as of May 1986 receivables and stocks worth P1,800,000.00. The complainant's share of the assets was P900,000.00 to pay for which the accused-appellant issued the following postdated checks, all drawn against Metrobank Branch in Mandaue, Cebu:

CHECK NO. DATE AMOUNT

- 1) 103110295 8-15-86 P135,828.87
- 2) 103110294 P135,828.87
- 3) 103115490 9-30-86 P135,828.87
- 4) 103115491 10-30-86 P126,656.01

The complainant was able to encash the first, second, and fourth checks, but the third check (Exh. A) which is the subject of this case, was dishonored on October 14, 1986 for insufficiency of funds. The complainant demanded payment from the accused-appellant but the latter failed to pay. Accordingly, on December 18, 1986, through counsel, he made a formal demand for payment. (Exh. B) In a letter dated January 2, 1987, the accused-appellant denied liability. She claimed that the check had been given upon demand of complainant in May 1986 only as 'assurance' of his share in the assets of the partnership and that it was not supposed to be deposited until the stocks had been sold.

Complainant then filed his complaint in the Office of the Provincial Fiscal of Bulacan which on August 22, 1988 filed an information for violation of BP Blg. 22 against accused-appellant.

Complainant denied that the checks issued to him by accused-appellant were subject to the disposition of the stocks and the collection of receivables of the business. But the accused-appellant insisted that the complainant had known that the checks were to be funded from the proceeds of the sale of the stocks and the collection of receivables. She claimed that the complainant himself asked for the checks because he did not want to continue in the tannery business and had no use for a share of the stocks. (TSN, p. 7, April 14, 1991; id., pp. 8-9, Nov. 13, 1989; id., pp. 12, 16, 20, Feb. 14, 1990; id., p. 14, June 4, 1990).

On February 15, 1992, the trial court rendered judgment finding the accused-appellant guilty of the crime charged. The accused-appellant's motion for annulment of the decision and for reconsideration was denied by the trial court in its order dated April 12, 1991."^[6]

Herein respondent court thereafter affirmed on appeal the decision of the trial court. Petitioner timely moved for a reconsideration, but this was subsequently denied by respondent court in its Resolution^[7] dated June 11, 1993. Petitioner has now appealed to us by way of a petition for certiorari under Rule 45 of the Rules of Court.

During the pendency of this petition, this Court by a resolution^[8] dated August 30, 1993, took note of the compromise agreement executed between the parties, regarding the civil aspect of the case, as manifested by petitioner in a Motion to Render Judgment based on Compromise Agreement^[9] filed on August 5, 1993. After submission of the Comment^[10] by the Solicitor General, and the Reply^[11] by petitioner, this case was deemed submitted for decision.

Contending that the Court of Appeals erred in its affirmance of the trial court's decision, petitioner cites the following reasons to justify the review of her case:

"1. The Honorable Court of Appeals has decided against the innocence of the accused based on mere probabilities which, on the contrary, should have warranted her acquittal on reasonable doubt. Even then, the conclusion of the trial court is contrary to the evidence on record, including private complainant's judicial admission that there was no consideration for the check.

2. The Honorable Court of Appeals has confused and merged into one the legal concepts of dissolution, liquidation and termination of a partnership and, on the basis of such misconception of the law, disregarded the fact of absence of consideration of the check and convicted the accused.

3. While this appeal was pending, the parties submitted for the approval of the Honorable Court a compromise agreement on the civil liability. The accused humbly submits that this supervening event, which by its terms puts to rest any doubt the Court of Appeals had entertained against the defense of lack of consideration, should have a legal effect favorable to the accused, considering that the dishonored check constitutes a private

transaction between partners which does not involve the public interest, and considering further that the offense is not one involving moral turpitude.

4. The Honorable Court of Appeals failed to appreciate the fact that the accused had warned private complainant that the check was not sufficiently funded, which should have exonerated the accused pursuant to the ruling in the recent case of Magno vs. Court of Appeals, 210 SCRA 471, which calls for a more flexible and less rigid application of the Bouncing Checks law."^[12]

For a thorough consideration of the merits of petitioner's appeal, we find pertinent and decisive the following issues:

1. Whether respondent court erred in holding that the subject check was issued by petitioner to apply on account or for value, that is, as part of the consideration of a "buy-out" of said complainant's interest in the partnership, and not merely as a commitment on petitioner's part to return the investment share of complainant, along with any profit pertaining to said share, in the partnership.
2. Whether the respondent court erred in concluding that petitioner issued the subject check knowing at the time of issue that she did not have sufficient funds in or credit with the drawee bank and without communicating this fact of insufficiency of funds to the complainant.

Both inquiries boil down into one ultimate issue: Did the respondent court err in affirming the trial court's judgment that she violated Batas Pambansa Blg. 22?

Considering that penal statutes are strictly construed against the state and liberally in favor of the accused, it bears stressing that for an act to be punishable under the B.P. 22, it "must come clearly within both the spirit and the letter of the statute."^[13] Otherwise, the act has to be declared outside the law's ambit and a plea of innocence by the accused must be sustained.

The relevant provisions of B.P. 22 state that:

"SECTION 1. Checks without sufficient funds. " Any person who makes or draws and issues any check to apply on account or for value, knowing at the time of issue that he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment, which check is subsequently dishonored by the drawee bank for insufficiency of funds or credit or would have been dishonored for the same reason had not the drawer, without any valid reason, ordered the bank to stop payment, shall be punished by imprisonment of not less than thirty days but not more than one (1) year or by a fine of not less than but not more than double the amount of the check which fine shall in no case exceed Two hundred thousand pesos, or both such fine and imprisonment at the discretion of the court.

The same penalty shall be imposed upon any person who having sufficient funds in or credit with the drawee bank when he makes or draws and issues a check, shall fail to keep sufficient funds or to maintain a credit or to cover the full amount of the check if presented within a period of ninety (90) days from the date appearing thereon, for which reason it is dishonored by the drawee bank.

Where the check is drawn by a corporation, company or entity, the person or persons who actually signed the check in behalf of such drawer shall be liable under this Act.

SECTION 2. Evidence of knowledge of insufficient funds. - The making, drawing and issuance of a check payment of which is refused by the drawee because of insufficient funds in or credit with such bank, when presented within ninety (90) days from the date of the check, shall be prima facie evidence of knowledge of such insufficiency of funds or credit unless such maker or drawer pays the holder thereof the amount due thereon, or makes arrangements for payment in full by the drawee of such check within five (5) banking days after receiving notice that such check has not been paid by the drawee." (Underscoring supplied)

As decided by this Court, the elements of the offense penalized under B.P. 22, are as follows: ‘(1) the making, drawing and issuance of any check to apply to account or for value; (2) the knowledge of the maker, drawer or issuer that at the time of issue he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment; and (3) subsequent dishonor of the check by the drawee bank for insufficiency of funds or credit or dishonor for the same reason had not the drawer, without any valid cause, ordered the bank to stop payment.’[14]

In the present case, with regard to the first issue, evidence on record would show that the subject check was to be funded from receivables to be collected and goods to be sold by the partnership, and only when such collection and sale were realized.[15] Thus, there is sufficient basis for the assertion that the petitioner issued the subject check (Metrobank Check No. 103115490 dated October 30, 1986, in the amount of P135,828.87) to evidence only complainant’s share or interest in the partnership, or at best, to show her commitment that when receivables are collected and goods are sold, she would give to private complainant the net amount due him representing his interest in the partnership. It did not involve a debt of or any account due and payable by the petitioner.

Two facts stand out. Firstly, three of four checks were properly encashed by complainant; only one (the third) was not. But eventually even this one was redeemed by petitioner. Secondly, even private complainant admitted that there was no consideration whatsoever for the issuance of the check, whose funding was dependent on future sales of goods and receipts of payment of account receivables.

Now, it could not be denied that though the parties - petitioners and complainant - had agreed to dissolve the partnership, such agreement did not automatically put an end to the partnership, since they still had to sell the goods on hand and collect the receivables from debtors. In short, they were still in the process of "winding up" the affairs of the partnership, when the check in question was issued.

Under the Civil Code, the three final stages of a partnership are (1) dissolution; (2) winding-up; and (3) termination. These stages are distinguished, to wit:

"(1) Dissolution Defined

Dissolution is the change in the relation of the partners caused by any partner ceasing to be associated in the carrying on of the business (Art. 1828). It is that point of time the partners cease to carry on the business together. [Citation omitted]

(2) Winding Up Defined

Winding up is the process of settling business affairs after dissolution.

(NOTE: Examples of winding up: the paying of previous obligations; the collecting of assets previously demandable; even new business if needed to wind up, as the contracting with a demolition company for the demolition of the garage used in a ‘used car’ partnership.)

(3) Termination Defined

Termination is the point in time after all the partnership affairs have been wound up."[16] [Citation omitted] (Underscoring supplied.)

These final stages in the life of a partnership are recognized under the Civil Code that explicitly declares that upon dissolution, the partnership is not terminated, to wit:

"Art. 1828. The dissolution of a partnership is the change in the relation of the partners caused by any partner ceasing to be associated in the carrying on as distinguished from the winding up of the business.

Art. 1829. On dissolution the partnership is not terminated, but continues until the winding up of partnership affairs is completed." (Underscoring supplied.)

The best evidence of the existence of the partnership, which was not yet terminated (though in the winding up stage), were the unsold goods and uncollected receivables, which were presented to the trial court. Since the partnership has not been terminated, the petitioner and private complainant remained as co-partners. The check was thus issued by the petitioner to complainant, as would a partner to another, and not as payment from a debtor to a creditor.

The more tenable view, one in favor of the accused, is that the check was issued merely to evidence the complainant's share in the partnership property, or to assure the latter that he would receive in time his due share therein. The alternative view that the check was in consideration of a "buy out" is but a theory, favorable to the complainant, but lacking support in the record; and must necessarily be discarded.

For there is nothing on record which even slightly suggests that petitioner ever became interested in acquiring, much less keeping, the shares of the complainant. What is very clear therefrom is that the petitioner exerted her best efforts to sell the remaining goods and to collect the receivables of the partnership, in order to come up with the amount necessary to satisfy the value of complainant's interest in the partnership at the dissolution thereof. To go by accepted custom of the trade, we are more inclined to the view that the subject check was issued merely to evidence complainant's interest in the partnership. Thus, we are persuaded that the check was not intended to apply on account or for value; rather it should be deemed as having been drawn without consideration at the time of issue.

Absent the first element of the offense penalized under B.P. 22, which is "the making, drawing and issuance of any check to apply on account or for value", petitioner's issuance of the subject check was not an act contemplated in nor made punishable by said statute.

As to the second issue, the Solicitor General contends that under the Bouncing Checks Law, the elements of deceit and damage are not essential or required to constitute a violation thereof. In his view, the only essential element is the knowledge on the part of the maker or drawer of the check of the insufficiency of his/her funds at the time of the issuance of said check.

The Bouncing Checks Law makes the mere act of issuing a bad or worthless check a special offense punishable by law. "Malice or intent in issuing the worthless check is immaterial, the offense being *malum prohibitum*,"[17] so goes the argument for the public respondents.

But of course this could not be an absolute proposition without descending to absurdity. For if a check were issued by a kidnap victim to a kidnapper for ransom, it would be absurd to hold the drawer liable under B.P. 22, if the check is dishonored and unpaid. That would go against public policy and common sense.

Public respondents further contend that "since petitioner issued the check in favor of complainant Alarilla and when notified that it was returned for insufficiency of funds, failed to make good the check, then petitioner is liable for violation of B.P. 22." [18] Again, this matter could not be all that simple. For while "the maker's knowledge of the insufficiency of funds is legally presumed from the dishonor of his checks for insufficiency of funds," [19] this presumption is rebuttable.

In the instant case, there is only a *prima facie* presumption which did not preclude the presentation of contrary evidence.[20] In fact, such contrary evidence on two points could be gleaned from the record concerning (1) lack of actual knowledge of insufficiency of funds; and (2) lack of adequate notice of dishonor.

Noteworthy for the defense, knowledge of insufficiency of funds or credit in the drawee bank for the payment of a

check upon its presentment is an essential element of the offense.[21] It must be proved, particularly where the prima facie presumption of the existence of this element has been rebutted. The prima facie presumption arising from the fact of drawing, issuing or making a check, the payment of which was subsequently refused for insufficiency of funds is, moreover, not sufficient proof of guilt by the issuer.

In the case of *Nieva v. Court of Appeals*,[22] it was held that the subsequent dishonor of the subject check issued by accused merely engendered the prima facie presumption that she knew of the insufficiency of funds, but did not render the accused automatically guilty under B.P. 22.[23]

"The prosecution has a duty to prove all the elements of the crime, including the acts that give rise to the prima facie presumption; petitioner, on the other hand, has a right to rebut the prima facie presumption. Therefore, if such knowledge of insufficiency of funds is proven to be actually absent or non-existent, the accused should not be held liable for the offense defined under the first paragraph of Section 1 of B.P. 22. Although the offense charged is a *malum prohibitum*, the prosecution is not thereby excused from its responsibility of proving beyond reasonable doubt all the elements of the offense, one of which is knowledge of the insufficiency of funds."

Section 1 of B.P. 22 specifically requires that the person in making, drawing or issuing the check, be shown that he knows at the time of issue, that he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment.

In the case at bar, as earlier discussed, petitioner issued the check merely to evidence the proportionate share of complainant in the partnership assets upon its dissolution. Payment of that share in the partnership was conditioned on the subsequent realization of profits from the unsold goods and collection of the receivables of the firm. This condition must be satisfied or complied with before the complainant can actually "encash" the check. The reason for the condition is that petitioner has no independent means to satisfy or discharge the complainant's share, other than by the future sale and collection of the partnership assets. Thus, prior to the selling of the goods and collecting of the receivables, the complainant could not, as of yet, demand his proportionate share in the business. This situation would hold true until after the winding up, and subsequent termination of the partnership. For only then, when the goods were already sold and receivables paid that cash money could be availed of by the erstwhile partners.

Complainant did not present any evidence that petitioner signed and issued four checks actually knowing that funds therefor would be insufficient at the time complainant would present them to the drawee bank. For it was uncertain at the time of issuance of the checks whether the unsold goods would have been sold, or whether the receivables would have been collected by the time the checks would be encashed. As it turned out, three were fully funded when presented to the bank; the remaining one was settled only later on.

Since petitioner issued these four checks without actual knowledge of the insufficiency of funds, she could not be held liable under B.P. 22 when one was not honored right away. For it is basic doctrine that penal statutes such as B.P. 22 "must be construed with such strictness as to carefully safeguard the rights of the defendant x x x." [24] The element of knowledge of insufficiency of funds has to be proved by the prosecution; absent said proof, petitioner could not be held criminally liable under that law. Moreover, the presumption of prima facie knowledge of such insufficiency in this case was actually rebutted by petitioner's evidence.

Further, we find that the prosecution also failed to prove adequate notice of dishonor of the subject check on petitioner's part, thus precluding any finding of prima facie evidence of knowledge of insufficiency of funds. There is no proof that notice of dishonor was actually sent by the complainant or by the drawee bank to the petitioner. On this point, the record is bereft of evidence to the contrary.

But in fact, while the subject check initially bounced, it was later made good by petitioner. In addition, the terms of the parties' compromise agreement, entered into during the pendency of this case, effectively invalidates the allegation of failure to pay or to make arrangement for the payment of the check in full. Verily, said compromise agreement constitutes an arrangement for the payment in full of the subject check.

The absence of notice of dishonor is crucial in the present case. As held by this Court in prior cases:

"Because no notice of dishonor was actually sent to and received by the petitioner, the prima facie presumption that she knew about the insufficiency of funds cannot apply. Section 2 of B.P. 22 clearly provides that this presumption arises not from the mere fact of drawing, making and issuing a bum check; there must also be a showing that, within five banking days from receipt of the notice of dishonor, such maker or drawer failed to pay the holder of the check the amount due thereon or to make arrangement for its payment in full by the drawee of such check." [25] [Underscoring supplied.]

"The absence of a notice of dishonor necessarily deprives an accused an opportunity to preclude a criminal prosecution. Accordingly, procedural due process clearly enjoins that a notice of dishonor be actually served on petitioner. Petitioner has a right to demand - and the basic postulates of fairness require - that the notice of dishonor be actually sent to and received by her to afford her the opportunity to avert prosecution under B.P. 22." [26]

Further, what militates strongly against public respondents' stand is the fact that petitioner repeatedly notified the complainant of the insufficiency of funds. Instructive is the following pronouncement of this Court in *Magno v. Court of Appeals*:

"Furthermore, the element of 'knowing at the time of issue that he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment, which check is subsequently dishonored by the drawee bank for insufficiency of funds or credit or would have been dishonored for the same reason x x x' is inversely applied in this case. From the very beginning, petitioner never hid the fact that he did not have the funds with which to put up the warranty deposit and as a matter of fact, he openly intimated this to the vital conduit of the transaction, Joey Gomez, to whom petitioner was introduced by Mrs. Teng. It would have been different if this predicament was not communicated to all the parties he dealt with regarding the lease agreement the financing of which was covered by L.S. Finance Management." [27]

In the instant case, petitioner intimated to private complainant the possibility that funds might be insufficient to cover the subject check, due to the fact that the partnership's goods were yet to be sold and receivables yet to be collected.

As *Magno* had well observed:

"For all intents and purposes, the law was devised to safeguard the interest of the banking system and the legitimate public checking account user. It did not intend to shelter or favor nor encourage users of the system to enrich themselves through manipulations and circumvention of the noble purpose and objective of the law. Least should it be used also as a means of jeopardizing honest-to-goodness transactions with some color of 'get-rich' scheme to the prejudice of well-meaning businessmen who are the pillars of society."

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"Thus, it behooves upon a court of law that in applying the punishment imposed upon the accused, the objective of retribution of a wronged society, should be directed against the 'actual and potential wrongdoers'. In the instant case, there is no doubt that petitioner's four (4) checks were used to collateralize an accommodation, and not to cover the receipt of an actual 'account or credit for value' as this was absent, and therefore petitioner should not be punished for mere issuance of the checks in question. Following the aforecited theory, in petitioner's stead the 'potential wrongdoer,' whose operation could be a menace to

society, should not be glorified by convicting the petitioner." [28]

Under the circumstances obtaining in this case, we find the petitioner to have issued the check in good faith, with every intention of abiding by her commitment to return, as soon as able, the investments of complainant in the partnership. Evidently, petitioner issued the check with benign considerations in mind, and not for the purpose of committing fraud, deceit, or violating public policy

To recapitulate, we find the petition impressed with merit. Petitioner may not be held liable for violation of B.P. 22 for the following reasons: (1) the subject check was not made, drawn and issued by petitioner in exchange for value received as to qualify it as a check on account or for value; (2) there is no sufficient basis to conclude that petitioner, at the time of issue of the check, had actual knowledge of the insufficiency of funds; and (3) there was no notice of dishonor of said check actually served on petitioner, thereby depriving her of the opportunity to pay or make arrangements for the payment of the check, to avoid criminal prosecution.

Having resolved the foregoing principal issues, and finding the petition meritorious, we no longer need to pass upon the validity and legality or necessity of the purported compromise agreement on civil liability between the petitioner and the complainant.

WHEREFORE, the instant petition is hereby GRANTED AND THE PETITIONER ACQUITTED. The Decision of the respondent Court of Appeals in CA-G.R. CR No. 11960 is hereby REVERSED and the Decision of Regional Trial Court in Criminal Case No. 1395-M-88 is hereby SET ASIDE.

NO COSTS.

SO ORDERED.

Narvasa, C.J., Regalado, Davide, Jr., Romero, Bellosillo, Melo, Puno, Vitug, Kapunan, Panganiban, Martinez, and Purisima, JJ., concur.

Mendoza, J., no part, being ponente of appealed decision.

[1] Rollo, pp. 44-53; Third Division, composed of J. Vicente V. Mendoza, ponente; and JJ. Jorge S. Imperial and Quirino P. Abad Santos, Jr.

[2] Records, p. 161; Judge Candido R. Belmonte, ponente.

[3] Composed of J. Hilario G. Davide, Jr., Chairman, JJ. Josue N. Bellosillo, Santiago M. Kapunan, Jose C. Vitug and Regino C. Hermosissima, Jr., ponente.

[4] Resolution En Banc, February 10, 1998.

[5] Constitution, Art. III, Sec. 20.

[6] Rollo, pp. 44-46.

[7] Rollo, p. 55-56.

[8] Rollo, p. 14.

[9] Rollo, pp. 10-13.

[10] Rollo, pp. 65-79. This was signed by Solicitor General Raul I. Goco, Assistant Solicitor General Edgardo L. Kilayko, and Associate Solicitor Maria Liza L. Young.

[11] Rollo, pp. 85-92.

[12] Rollo, pp. 19-20. All caps in the original. See G.R. No. 96132, Magno v. CA, June 26, 1992.

[13] Lina Lim Lao vs. Court of Appeals and People of the Philippines, G.R. No. 119178, p. 12, June 20, 1997, per Panganiban, J., citing Agpalo, Ruben E., Statutory Construction, p. 208, (1990).

[14] Ibid., p. 131; citing Navarro vs. Court of Appeals, 234 SCRA 639, 643-644 (1994); citing People vs. Laggui, 171 SCRA 305 (1989). See also Reyes, Luis B., The Revised Penal Code, Criminal Law, Book Two, p. 700, (1993).

Justice Luis B. Reyes, enumerates the elements of the said offense, thus:

1. That a person makes or draws and issues any check.
2. That the check is made or drawn and issued to apply on account or for value.
3. That the person who makes or draws and issues the check knows at the time of issue that he does not have sufficient funds in or credit with the drawee bank for the payment of such check in full upon its presentment.
4. That the check is subsequently dishonored by the drawee bank for insufficiency of funds or credit, or would have been dishonored for the same reason had not the drawer, without any valid reason, ordered the bank to stop payment.

[15] TSN, February 14, 1990, pp. 30 and 35; TSN, June 4, 1990, p. 14.

[16] Paras, Civil Code of the Philippines, Vol. V, 7th ed., p. 516.

[17] Comment, pp. 6-7; rollo, pp. 70-71.

[18] Ibid., p. 7; rollo, p. 71.

[19] Supra, footnote no. 13, at pp. 14-15; citing People v. Laggui, 171 SCRA 305 (1989); Meras v. Hon. Auxencio C. Dacuycuy, 181 SCRA 1 (1990).

[20] Ibid., p. 25.

[21] Ibid., p. 15; citing Reyes, Luis B. The Revised Penal Code, Criminal Law, Book Two, p. 700 (1993). See also Nitafan, David G., Notes and Comments on the Bouncing Checks Law (B.P. Blg. 22), p. 62, (1995); Antonio Nieva vs. Court of Appeals, G.R. Nos. 95796-97, May 2, 1997.

[22] G.R. Nos. 95796-97, May 2, 1997.

[23] Ibid., p. 16.

[24] Ibid., p. 22; citing Alfredo L. Azarcon vs. Sandiganbayan, et. al., G.R. No. 116033, p. 19, February 26, 1997.

[25] Ibid., p. 27

[26] Ibid., p. 28.

[27] 210 SCRA 471, 482 (1992).

[28] Ibid., pp. 478-479.

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