MARCIANA MUÑOZ, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND OFELIA SANTOS, RESPONDENTS.

G.R. No. 125451. January 20, 2000

Ponente: YNARES-SANTIAGO, J.

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YNARES-SANTIAGO, J.:

This is a petition for the review of the Court of Appeals decision dated January 9, 1996 affirming the conviction of petitioner Marciana Muñoz for the crime of theft, and sentencing her to suffer imprisonment of eight (8) years and one (1) day of prision mayor as minimum to ten (10) years and one (1) day of prision mayor as maximum.

Petitioner was also ordered to indemnify the complainant, Mrs. Ofelia Bernardino Santos in the amount of P3,000,000.00 representing the value of the three barges and P1,000,000.00 for reparation and consequential damages.

The facts of this case as summarized by the prosecution are as follows:

The G.S Bernardino Transportation Company, Inc. (hereinafter referred to as G.S. Bernardino) is a family corporation engaged in the business of operating barges, of which Mrs. Ofelia Bernardino-Santos is the President. G.S. Bernardino had operated three barges, namely, Bernardino XVIII, XX and XXII, which were purchased on installment from the Reparations Commission (now the Board of Liquidators) as evidenced by the Contract of Purchase on Installment.[1]

Sometime in 1981, the aforesaid three (3) barges were stranded in Puerto Galera, Oriental Mindoro to seek cover due to typhoon, causing them to be submerged partially in the water.

Consequently, Ofelia Bernardino Santos looked for somebody who could refloat the barges. Her friend Ben Ugali introduced her to Carlos de Jesus, the operating manager of Citadel Carrier. Carlos de Jesus brought her to the office of Citadel Carrier at Lope de Vega where she was introduced to Rufina Lim, the owner, petitioner Marciana Muñoz, the latter's son Efren Muñoz and Domingo Dacuyasan. She was interviewed about the whereabouts of the barges. Mrs. Santos told them that the barges were in Puerto Galera. Marciana Muñoz, Rufina Lim and Dacuyasan promised to give Mrs. Santos a quotation of the costs of refloating, but the latter never received any quotation.

Subsequently, the three barges were lost. Upon learning this, Mrs. Santos went to the NBI Office to seek help but nothing happened as she could not give any lead as to who stole the barges.

In 1988, Mrs. Santos came to know through one Peter Rivera that the three barges were in the shipyard of petitioner Marciana Muñoz. Thereafter, she talked to some employees of Citadel Carrier.

According to Genaro Chavez, he and his four companions were hired by Vicente Mauricio, Jr. and Moriel Ordas to refloat the three (3) barges in Puerto Galera and to bring the same to Citadel Carrier in Las Piñas. They agreed to do the work for the sum of P3,000.00 each. After refloating the three (3) barges, the same were towed by a

tugboat.

Mr. Carlos de Jesus, Supervisor of the shipyard, recalled that sometime in 1981, three (3) barges named "Bernardino" were brought to Citadel for repair. Mr. Dacuyasan was then ordered to repair the three barges to remove the name "Bernardino" and to change it to "Doña Marciana." At the time, Louie Muñoz and Marciana Muñoz were supplying the materials to Citadel for the repair of the barges. The repairs took six (6) months to finish. Later, Mr. de Jesus learned that the three barges were brought to Citadel upon orders of Marciana Muñoz, since she is the sister of Rufina Lim, the owner of Citadel.

One Martin Aguirre, a painter at Citadel Carrier recalled having painted three (3) barges named "Bernardino" in 1981. According to him, the name "Bernardino" was changed upon instruction of Marciana Muñoz.

Rafael Yauna, a welder at Citadel, confirmed that he had occasion to do a welding job on the three barges named Bernardino. He said that during the period of repairs, Mrs. Marciana Muñoz and Louie Muñoz visited the three barges.

Before the actual theft of the barges in Puerto Galera, Vicente Mauricio, Jr., a lubricant dealer and owner/proprietor of Petroleum Products Sales, had a chance meeting with Domingo Dacuyasan who was then the Vice-President of the Citadel Carrier and business partner of Rufina Lim. Mr. Dacuyasan informed Mauricio that his boss, Mrs. Marciana Muñoz, was looking for a person who could repair and refloat her sunken barges which were then docked at Puerto Galera and tow the same to Citadel Carrier in Las Piñas. Mauricio replied that he knows of one Mr. Moriel Ordas who could perform the job. Finally, it was agreed that Mr. Ordas would perform the job of refloating the three barges for a consideration of P100,000.00. After that, Mr. Ordas hired a group of divers to perform the refloating operation. Thereafter, the three barges were actually towed to Citadel Carrier. Mr. Ordas asked for the payment of P100,000.00 but Marciana Muñoz was not there at that time. Mr. Dacuyasan assured Mr. Ordas that he will register one of the barges in the name of Mr. Mauricio until the service fee is paid and will only transfer it back to Mrs. Marciana Muñoz after payment. Hence, one of the three barges was registered in the name of Vicente Mauricio. It was made to appear that it was constructed and built by Citadel for Vicente Mauricio, Jr.

On July 15, 1981, after the amount of P100,000.00 was fully paid to Mr. Moriel Ordas, a document of sale of the barge was executed in favor of Marciana Muñoz and the barge was named "Doña Marciana 7-11-2."

As to how the barge was actually identified, Mr. Danilo Fundales, a former yard Supervisor of Bernardino Shipping Company and G.S. Bernardino Transshipping Co., Inc. who used to supervise the three Bernardino barges, was summoned by the NBI when the latter conducted the inspection of the barges. Mr. Fundales was able to identify positively that the "Doña Marciana 7-11-2" Vessel is the barge of the complainant which he took care of since 1967. Mr. Fundales was able to pinpoint the conversions made on the vessel, the original bottom frame and the spot wherein the name "Bernardino" was cut.

It was on the basis of the above facts that petitioner was convicted of the crime of theft and sentenced to imprisonment of eight years and one day of prision mayor as minimum to ten years and one day of prision mayor as maximum.

The issues raised by petitioner in this petition for review center on the alleged lack of evidence to prove her guilt beyond reasonable doubt.

Muñoz claims that the prosecution evidence is not only weak and contradictory but some of it actually proves her innocence. To strengthen its weak case, the prosecution allegedly resorted to falsification and other fraudulent acts. Petitioner states that the prosecution failed to prove that the three Bernardino barges actually existed at the

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time they were allegedly stolen. She maintains that the barges she owns are entirely different from the barges supposedly lost.

As a rule, this Court does not disturb the factual findings of the trial court or the Court of Appeals in criminal cases brought up for review. In this case, however, a careful re-examination of the evidence on record reveals the presence of substantial facts and circumstances which have been overlooked and which, if properly considered, will affect the result of the case.[2]

The record also reveals inculpatory facts and circumstances capable of two or more explanations, one of them consistent with the guilt of the accused and the other one consistent with innocence. It is the rule in such cases that we acquit the accused on grounds of reasonable doubt. The ambivalent evidence does not fulfill the test of moral certainty. It is not sufficient to sustain a conviction.[3]

The prosecution evidence sought to establish that five (5) workers were hired by Vicente Mauricio, Jr. and Moriel Ordas to refloat the three barges beached at Puerto Galera, Oriental Mindoro; that the barges were successfully refloated and towed from Mindoro to the Citadel Carrier Shipyard in Las Piñas, Metro Manila; that it took six months to repair the three barges and restore them to good condition; that the name "Bernardino" painted or etched on the barges was removed and replaced with the name "Doña Marciana"; that all the above acts were upon orders and instructions of Marciana Muñoz; and that it was only in 1988 when the alleged informant, Peter Rivera, told her that complainant Ofelia Bernardino Santos learned of the presence of all the three barges in the shipyard of petitioner Muñoz.

Four barges were inspected and tested against the specifications of the lost Bernardino barges. Danilo Fundales, the yard supervisor of the Bernardino Transshipping Co., was able to identify only one barge, the "Doña Marciana 7-11-2" as one of the three missing barges. Fundales testified at length with the use of photographs, specifications, and other particularizations gathered from his records and memory. He identified conversions made on the barge, the bottom frame, and pointed to the spot where the name "Bernardino" had been cut out and replaced with "Doña Marciana 7-11-2." None of the three other "Doña Marciana" barges could be identified as one of the remaining lost barges.

The decision of the trial court[4] shows that neither "Doña Marciana II" nor "Doña Marciana III" were identified to be among the missing vessels. The two other Bernardino barges continue to be missing up to the present.

Even as the trial court ruled that the other Doña Marciana barges were different from those allegedly lost, it convicted petitioner Muñoz for the theft of all the three Bernardino barges. The one missing barge allegedly traced to petitioner Muñoz was "Doña Marciana 7-11-2" also known as "MONIVIC."

The trial court stated:

> With the exception of the first barge named MONIVIC, the other two barges mentioned by the accused are different from those owned by the Bernardino Shipping which were unlawfully stolen at Puerto Galera, Oriental Mindoro, sometime in the year 1981.[5]

Notwithstanding the lack of clear evidence that would link Marciana Muñoz to the two other missing barges, the trial court nevertheless ruled that it "is convinced that accused Marciana Muñoz is the principal accused responsible for the theft of the three (3) barges."

A prosecution witness testified that they refloated three barges. The trial court gave credence to the testimony about how three barges were towed to Citadel in Las Piñas, how the barges were repaired and rehabilitated over a six month period, how the welding jobs on three barges were accomplished and other details such as removing the name "Bernardino" from the vessels and replacing it with "Doña Marciana."

The witnesses were describing their regular jobs and how they performed them. However, that they were acting under orders and instructions from Marciana Muñoz is shaky and doubtful considering that evidence of this nature can easily be fabricated and coached for incorporation into testimony about regular jobs, which cannot be overthrown. The alleged fact that they were acting under instructions coming from Marciana Muñoz is not clear, neither was it proved.

Parenthetically, the Citadel Shipyard stopped operations and was dissolved in 1986. The witnesses were former workers who lost their jobs at the time.

The evidence to the effect that petitioner Muñoz was taking part in the operations of the ship repair firm is of dubious validity. Marciana Muñoz had no participation in the ownership and management of Citadel. She did not own a single share of Citadel. Her only identification with Citadel is that its President, Rufina Lim, is her sister. There is no plausibility to the proposition that a 61-year old woman, operating and managing several businesses in realty, shipping, and other lines, would be giving orders to salvage workers, sending instructions or telling the welder, the painter, and other workers how to do their jobs, instead of only asking Rufina Lim or any Citadel manager what results she wanted.

One witness, Rafael Yauna, a welder who used to work for Citadel stated that when he was doing welding jobs on the three barges, Marciana Muñoz and her son Louie Muñoz, were visiting and guarding the three barges during the period of repairs. When asked in court to point to his alleged visitors while he was working, Yauna could not identify the 61-year old woman executive. Neither could he identify Louie Muñoz. He pointed to entirely different persons.[6]

Two out of the three missing barges which were alleged by prosecution witnesses to be possessions of Marciana Muñoz were not traced to her or found among the only four barges she owned. The lower court convicted her for the theft of all three barges, although the measurement of "Doña Marciana 7-11-2" coincided with the specifications of only one lost barge. Her being found guilty for the theft of two other barges still unaccounted for was based on mere inferences.

Further, the trial court ruled that Marciana Muñoz should have asked her sister Rufina Lim or employees of the latter to deny the truth of the testimonies of the prosecution witnesses regarding the refloating of the three barges, their being towed and repaired, and the changing of their names to "Doña Marciana." The lower court held that the failure of Rufina Lim or her employees to deny these is tantamount to an admission by petitioner Muñoz.[7]

Actually, Marciana Muñoz herself denied that she stole any barge. The sworn statement of complainant Ofelia B. Santos appended to her complaint alleges that Marciana Muñoz and her two sons, Efren and Louie, personally went to Puerto Galera in connection with the refloating operations. Asked about this alleged presence, petitioner testified that from birth, she has never been to Puerto Galera nor has she ever gone to Mindoro. She also added that she did not steal any barge.

The only crime that could possibly be traced to petitioner is the theft of the barge now called "Doña Marciana 7-11-2." This would be an inference from her actual possession of apparently stolen property.

Who were the principal parties in the alleged asportation of the barge now called "Doña Marciana 7-11-2?" The Court of Appeals summarized the testimony of the principal character, Vicente Mauricio, Jr., as follows:

> 10. That before the x x x incident happened in Puerto Galera in February of 1981, x x x Mauricio, Jr., a lubricating dealer and owner/proprietor of Petroleum Products Sales, had a chance meeting with Mr. x x x Dacuyasan who was then the Vice-President of the Citadel Carrier and business partner of Mrs. x x x Lim, owner of the Citadel and sister of accused Mrs. Muñoz, x x x Mr. Dacuyasan informed Mr. Mauricio that his

> boss, Mrs. x x x Muñoz, was looking for a person who could repair, refloat and tow her sunken barges which were then docked at Puerto Galera x x x to Citadel at Las Piñas. Vicente Mauricio, Jr. replied that he knows of one Mr. Moriel Ordas who could perform the job. Finally, it was agreed that Mr. Ordas would perform the job of re-floating the three (3) barges for a consideration of P100,000.00, x x x Mr. Ordas hired a group of divers to perform the towing operation. Thereafter, the three (3) barges were actually towed to Citadel Carrier and Mr. Ordas asked for the payment of P100,000.00 for their job, x x x but Mr. Dacuyasan told Mr. Ordas that Mrs. Muñoz was x x x out of town and that he would be paid later. Because of the non-payment of the agreed consideration, Mr. Ordas got mad but Mr. Dacuyasan mollified him, telling him not to worry x x x he was going to register one of the x x x barges in the name of Mr. Mauricio until the agreed service fee of P100,000.00 for the job of refloating the x x x barges shall have been fully paid and that after the payment of the amount of P100,000.00, the ownership of the barges shall be transferred back to Mrs. x x x Muñoz since she is the owner of the boats. As per their agreement, one of the three (3) barges was registered in the name of x x x Mauricio, Jr. on a temporary arrangement to serve as a guarantee x x x that Mr. Moriel Ordas would be paid, x x x through the manipulation of Mr. Domingo Dacuyasan with the Philippine Coast Guard x x x. As a matter of fact, it was Mr. Dacuyasan who actually conceived of the idea of placing the name 'MONIVIC' given to the barge x x x an acronym for the name of the three persons involved in the refloating and towing job, as follows: MO-x x x for Moriel Ordas; NI-x x x for Nicanor Ison and VIC-x x x for Vicente Mauricio, Jr. (t.s.n. p. 16, x x x August 27, 1990).
>
> 11. As per agreement, the amount of P100,000.00 was fully paid to Mr. Moriel Ordas, and thereafter, the barge MONIVIC was transferred back to Mrs. Marciana Muñoz, thus on July 15, 1981, the document of sale of the barge was made in favor of Mrs. Muñoz. For his role as middle man or agent, Mr. Mauricio obtained the following benefits Mr. x x x Ordas:
>
> 10% commission for the agreed service fee of P100,000.00 for the purpose of refloating and towing the 3 barges..... P10,000.00
>
> Interest in the amount of P5,000.00 from the loan granted to Mr. Ordas 5,000.00
>
> Total Benefit P15,000.00
>
> x x x Mr. Nicanor Ison who was the financier, x x x was paid P40,000.00 in consideration of the P30,000.00 given in advance by him to Mr. Ordas to finance the project. (Testimony of Mr. Vicente Mauricio, Jr.)[8]

The person with direct involvement in the alleged theft of three barges, from start to finish, is Vicente Mauricio, Jr. who contacted Ordas to supervise the refloating and towing job. Genaro Chavez, prosecution witness, testified that he and four companions were hired by Mauricio and Ordas to refloat the barges. Mauricio and Ordas supervised the towing of the vessels to Las Piñas. Mauricio paid the workers himself. When Mauricio met Dacuyasan by chance, and the latter was introduced as a shipbuilder, Mauricio said he owned several barges in need of repairs and asked Dacuyasan to undertake the repairs. When the barges arrived at Citadel, towed by a tugboat operated by Ordas, the three, namely, Mauricio, Ison, and Ordas – represented themselves as partners and owners of the vessels. They asked Dacuyasan to inspect the vessels for purposes of repairs. Mauricio and Ison supplied the materials, some of which they procured from junk shops in Navotas. Mauricio had the vessels registered in his name as owner. When Mauricio had no money to pay for repairs, Dacuyasan looked for a buyer. That is how petitioner Muñoz came into the picture.

The participation of Mauricio is not disputed but he claims that he was acting all the while for petitioner Muñoz.

On the other hand, petitioner Muñoz testified on her acquisition of "Doña Marciana 7-11-2" and the role of Mauricio as follows:

> Doña Marciana 7-11-2 is duly registered with the Philippine Coast Guard in the name of Marciana Muñoz as

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shown by the "KATIBAYAN NG PAGPAPATALA SA FILIPINAS" (Certificate of Philippine Register) dated July 21, 1981 issued by the Philippine Coast Guard (Exhibit '1'). The Doña Marciana 7-11-2 (Marciana I) is the former "MONIVIC 8101" duly registered with the Philippine Coast Guard in the name of Vicente Mauricio, Jr., the former owner.

Accused Marciana Muñoz purchased the barge MONIVIC 8101 from Vicente N. Mauricio, Jr. on July 15, 1981 for the price of P200,000.00, as evidenced by a Deed of Absolute Sale dated July 15, 1981 executed by Vicente N. Mauricio, Jr. in favor of accused Marciana Muñoz covering the barge "MONIVIC 8101" before Notary Public Cesar R. del Rosario (Exhibit '2').

Previous to July 15, 1981 accused Marciana Muñoz attended a party at the Citadel Carrier in Las Piñas, Metro Manila hosted by Rufina Lim, her sister x x x the owner of the Citadel Carrier. While eating, x x x Rufina Lim talked to accused Marciana Muñoz, if she might be interested to buy a barge x x x being offered for sale x x x docked at the Citadel Shipyard. Accused x x x Muñoz was hesitant, but she told Rufina Lim that she would consult her 'siaho' x x x the husband of the accused, for the reason that she did not know anything about the business of barges.

Rufina Lim offered to help accused x x x Muñoz in the business about barges. Rufina Lim then told accused Marciana Muñoz that the said barge for sale was owned by Vicente Mauricio, Jr. and if she (Muñoz) shall be interested she would instruct Vicente Mauricio, Jr. to call her by phone.

After a week, x x x Mauricio, Jr. called up by the telephone and he asked the accused Marciana Muñoz if she would be interested to buy the barge, per instruction of Rufina Lim. At the time, accused Marciana Muñoz did not know Vicente Mauricio, Jr. They have not met before.

Accused Marciana Muñoz testified that she asked Vicente x x x why he was selling the said barge; Vicente Mauricio, Jr. told her that he (Mauricio) had many debts to settle (t.s.n., hearing of June 11, 1991, p. 18); Vicente x x x then offered to sell the barge for P200,000.00; accused Marciana Muñoz told Vicente x x x that she only had P150,000.00 at that time; accused, x x x asked Vicente Mauricio, Jr. if he was really the owner of the barge and if the documents of the barge are complete.

So, on July 15, 1981, accused Marciana Muñoz made arrangement to meet Vicente x x x at the office of Citadel Carrier at Lope de Vega, Sta. Cruz, Manila; when she arrived at the Citadel Carrier Office, Vicente x x x was already there; x x x. Present at the time were; Vicente N. Mauricio, Jr., Rufina Lim, Domingo Dacuyasan and a companion of x x x Mauricio, Jr. Vicente then showed to accused x x x Muñoz the following documents: Registration of the barge MONIVIC 8101; Coastwise License, Admeasurement of the Barge; Certification from the Naval Architect and Engineering Section of Barge MONIVIC-8101, which contain the description that it was a service-cargo vessel, the owner of which was Vicente N. Mauricio, Jr. duly issued by the Maritime Safety Office of the Philippine Coast Guard (Exhibit '30'); x x x Mauricio, Jr. also brought with him the Certificate of Ownership of the barge 'MONIVIC-8101'; the Deed of Absolute Sale which x x x Mauricio, Jr. has caused to be prepared and he signed the same when the accused Marciana Muñoz paid him the initial amount of P150,000.00; thereafter, Vicente Mauricio, Jr. had it notarized by Notary Public Cesar del Rosario.

On July 15, 1981, Vicente N. Mauricio, Jr. received from the accused x x x Muñoz the amount of ONE HUNDRED FIFTY THOUSAND (P150,000.00) as down payment for the purchase of the barge MONIVIC-8101; He issued the corresponding receipt (Exhibit '33'); of the P150,000.00 paid by accused x x x Muñoz, the amount of P25,000.00 was separated to be paid to Rufina Lim for the payment of the remaining balance for the repairs of the said barge.

For the balance of P50,000.00 due x x x Mauricio, Jr. accused x x x Muñoz signed a Promissory Note (Exhibit '34') dated July 14, 1981 payable after the Vessel MONIVIC-8101 shall have been transferred x x x to accused x x x Muñoz on or before July 31, 1981.

> Accused Marciana Muñoz has agreed to buy and paid for the Barge MONIVIC-8101 after she was satisfied with the Documents brought by Vicente Mauricio, Jr. that it was free from all liens and encumbrances.
>
> After a week following the execution of the Promissory Note on July 15, 1981, x x x Mauricio, Jr. called up by telephone informing the accused that the documents involving the transfer of MONIVIC-8101 to x x x Muñoz were already completed; So, on July 25, 1981, accused x x x Muñoz paid to x x x Mauricio, Jr. the balance of P50,000.00 to complete the consideration of P200,000.00; x x x Mauricio, Jr. wrote the Receipt for the P50,000.00 at the back of the promissory note marked as Exhibit '35' (sic); Exhibits '34' and '35' are written in just one (1) sheet, back to back.
>
> When Vicente N. Mauricio, Jr. collected from the accused x x x Muñoz the balance of P50,000.00, he also presented to Marciana Muñoz the 'Certificate of Change of Name' of Vessel with Number 81-123 issued by the Philippine Coast Guard, certifying in effect that the barge MONIVIC-8101 was already owned by accused x x x Muñoz and that the name was changed x x x to Doña Marciana 7-11-2, dated July 21, 1981 (Exhibit '36').

Complainant Santos alleges that the complete documentation of the purchase and the transfer of ownership of "Doña Marciana 7-11-2" was possible because of right connections with officials of the Philippine Coast Guard.[9]

From the well-ordered appearance of the papers of "Doña Marciana 7-11-2", the presumption which arises is not influence and right connections but that of the regularity of official acts. It is presumed that the Philippine Coast Guard regularly performed its official duty.

This Court has ruled:

> The presumption that official duty has been duly performed is particularly strong as regards administrative agencies x x x in connection with the enforcement of laws affecting particular fields of activity, the proper regulation and/or promotion of which requires a technical or special training aside from a good knowledge and grasp of the overall conditions, relevant to said field, obtaining in the nation.[10]

Marciana Muñoz testified and showed documentary proof on the construction of "Doña Marciana II", the purchase from the Far East Chemco Leasing and Finance Corporation of "Doña Marciana III", and the purchase from Hongkong of "Doña Marciana V".

The evidence on the acquisition of "Doña Marciana 7-11-2" is actually capable of two interpretations. The first is that Mauricio was only an agent acting all the while for petitioner Muñoz. However, there is the other interpretation that he was acting only for himself. In fact, a third possibility that he was acting for a group engaged in this kind of activity exists but this is too far-fetched to deserve serious consideration in the absence of evidence to that effect.

The evidence that Mauricio masterminded the theft himself is stronger than his self-serving claim that he was only an agent and that his ownership stated on the documents of "Doña Marciana 7-11-2" was in his capacity as some kind of dummy for the real owner, Marciana Muñoz.

Mauricio was an oil lubricant dealer and owner of the Petroleum Products Sale firm. It is highly improbable that Marciana Muñoz would hire a petroleum dealer, a total stranger she had never met before, to refloat submerged vessels and to handle the dirty jobs connected with the theft of properties worth millions.

The testimony that Dacuyasan, a partner of Rufina Lim, would introduce Marciana Muñoz as his boss to Mauricio is difficult to believe. As earlier stated Muñoz had nothing to do with the company of her sister. Dacuyasan testified that it was Mauricio who brought the barges to him and who stated that Mauricio was the owner of the

vessels to be repaired.

The original name of the barge "MONIVIC" was introduced in evidence to show the guilt of Marciana Muñoz. Actually, the name MONIVIC stands for "MO" - for Moriel who was a companion of Mauricio, "NI" – for Nicanor Ison, earlier mentioned as accompanying Mauricio to Citadel, and "VIC" for Vicente, the first name of Mauricio himself.

These were the persons involved in the refloating and towing of the barge. That it was named after the group of Mauricio and not after the Doña Marciana vessels is significant. Marciana Muñoz had nothing to do with the naming of the barge.

Petitioner argued that the existence of the three missing barges was not even proved. She presented a certification from the Coast Guard dated August 11, 1992 which states that there is no record that Barges Bernardino XVIII, Bernardino XX and Bernardino XXII were registered with the Coast Guard. The Chief, Registration and Licensing Section also stated that there is no record of any Bay and River or Coastwise License covering the three barges.[11] It appears that the barges ordered refloated and repaired by Mauricio were colorum vessels.

Two of the documents presented by the prosecution serve to implicate Mauricio and not petitioner:

- Exh. "G" – Deed of Absolute Sale executed by Vicente Mauricio in favor of Marciana Muñoz of the barge "MONIVIC 8101."

- Exh. "K" – Property Index Card of the Philippine Coast Guard showing that "Doña Marciana 7-11-2" formerly MONIVIC 8101 was built for Vicente Mauricio Jr. by Citadel.

The defense also offered the following documents:

- Exh. "2" – Deed of Absolute Sale submitted as Exh. "G" by the prosecution.

- Exh. "3" – Coast Guard Certificate of Ownership showing that Mauricio owns "MONIVIC 8101".

- Exh. "4" – Certificate of Admeasurement covering MONIVIC 8101 issued by the Coast Guard in favor of Mauricio.

- Exh. "5" – Builder’s Certificate showing that MONIVIC 8101 was built for Mauricio.

- Exh. "6" – Application For Assignment of Name to Vessel filed by Mauricio with Coast Guard.

- Exh. "7" – Application for Marine Documents To Engage In Trade In The Philippines filed with Coast Guard by Mauricio, showing him as Owner-Master of vessel.

- Exh. "8" – Application For Official Number and Signal Letters filed by Mauricio with the Coast Guard.

- Exh. "9" – Oath of Citizenship of Individual Owner signed by Mauricio as Owner for MONIVIC 8101.

- Exh. "10" – Coast Guard Form showing the transfer transaction of MONIVIC 8101 from Mauricio to Muñoz.

- Exh. "31" – Official Receipt No. 6027644 in the name of Mauricio.

- Exh. "32" – Certificate of Inspection No. 769-81 issued by the Coast Guard to Owner Mauricio.

- Exh. "33" – Receipt issued by Mauricio covering the amount of P150,000.00 with a balance of P50,000.00 paid to him for MONIVIC 8101 Barge.

- Exh. "35" – Receipt issued by Mauricio for the P50,000.00 received as final payment for the barge.[12]

Private respondent Ofelia B. Santos argues that there is no improper motive on the part of the prosecution

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witnesses, including herself as complainant, to implicate petitioner.

Where witnesses give evidence which is not credible in itself[13] or evidence which goes against the common knowledge and experience of mankind,[14] this Court cannot close its eyes to injustice or wrong conclusions simply because the defense failed to include motives of the witnesses in testifying against her.

Even if the conclusion of fact is based on uncontroverted or plain evidence, it can still be examined and it can still be reversed if reasonable men agree that the inference is manifestly mistaken, absurd, or impossible.[15]

At any rate, the reason behind the testimony of Mauricio is clear. He would have been charged for the crime of theft if he did not pass the culpability or liability to another person as his principal. This was a most compelling motive.

As to complainant Ofelia B. Santos, she stated that she wanted and she itemized total damages in the amount of P102 Million. She also stated that the entire Bernardino family faces the grave risk of losing all their real estate properties attached by the Board of Liquidators from which she acquired the missing barges. The Bernardinos have not settled their past account. According to Mrs. Santos, the chairman and president of G. S. Bernardino Transportation Co., unless the account is paid on time, the loss of their properties through auction sale is almost a certainty.[16] Santos needed the money badly.

Instead of prosecuting Mauricio, it was preferable to run after a well-to-do business woman who could afford to pay damages. Moreover, Mauricio would be a most excellent witness against petitioner Muñoz. There is no evidence of ill-motive against the former Citadel employees, whether or not they were paid to testify or whether or not they harbored ill feelings against their former employer when they lost their jobs after she closed her company. Any inferences along these lines would be purely speculative.

The trial court arrived at its conclusion that petitioner Muñoz was guilty because "this fact was clearly established by the testimony of Vicente Mauricio Jr. with whom she has an agreement to refloat the subject vessels and towed to Citadel Carrier."[17] The testimony of Mauricio implicates himself more than it incriminates Muñoz.

When vessels are lost, the offices where a report should first be made are the Philippine Coast Guard and the Reparations Commission --- the Philippine Coast Guard, because losses, sinkings, and other incidents involving vessels are under its jurisdiction; and the Reparations Commission, because it was still the owner of the missing barges. The Commission had not yet been paid the purchase price by Santos. These notwithstanding, no such reports were ever made in this case.

The three barges were beached by a typhoon in Puerto Galera. They were partially submerged in water because of damage inflicted by the typhoon. Citadel, a shipyard specializing in this type of activity, took six (6) months to repair the barges. And yet, it took only five (5) workers only four (4) days to refloat the vessels using simple tools like an air compressor and a water pump. The smallest barge weighed at least 340 tons and was around 35 meters long.

Petitioner stated that "Doña Marciana 7-11-2" and her three (3) other barges were used openly and publicly in the business of barge operations and could not have been hidden from the authorities if they had been stolen. And yet, it took eight and a half years from February 1981 to August 21, 1989 before their discovery and before petitioner became a suspect.

From the records, it appears that the only fault of petitioner Muñoz was to buy a barge from Vicente Mauricio, Jr. who represented himself as owner and who had all the documentation for ownership.

After a careful and thorough review of the records, this Court cannot let its mind easily rest upon a certainty of

guilt. There being reasonable doubt, petitioner has to be acquitted.

WHEREFORE, the petition is GRANTED. The assailed decision is REVERSED and SET ASIDE. Petitioner Marciana Muñoz is ACQUITTED on grounds of reasonable doubt.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Pardo, JJ., concur.

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[1] Exhibits "S", "S-1" to "S-5."

[2] People v. Cabrera, 100 SCRA 424 (1980); People v. Dilao, 100 SCRA 358 (1980); People v. Laganzon, 129 SCRA 333 (1984) citing People v. Surban, 123 SCRA 232 (1983); People v. Balmaceda 87 SCRA 94 (1978); People v. Cunanan, 75 SCRA 15 (1977); People v. Ancheta, 60 SCRA 333 (1974); People v. Geronimo, 53 SCRA 246 (1973); People v. Abboc, 53 SCRA 54 (1973); People v. Espejo, 36 SCRA 400 (1970)

[3] People v. Abana, 76 Phil. 1; People v. Agpangan, 79 Phil. 334; People v. Bautista, 81 Phil. 78; People v. Abendan, 82 Phil. 711.

[4] Annex "D", Petition; Rollo p. 201.

[5] Rollo, p. 218.

[6] CA Rollo, pp. 139-142.

[7] Annex "D", Rollo p. 216.

[8] Rollo, pp. 46-47.

[9] CA Rollo, pp. 298-299.

[10] Philippine Air Lines v. Civil Aeronautics Board, 23 SCRA 992-993 (1968)

[11] Annex "3", CA Rollo p. 214.

[12] CA Rollo, pp. 8-15.

[13] People v. Baquiran, 20 SCRA 451 (1967); People v. Macaso, 64 SCRA 659 (1975); People v. Pernelo, 105 SCRA 226 (1981)

[14] People v. Acusar, 82 Phil. 490; People v. Talledo, 85 Phil. 533; People v. Marong, 119 SCRA 430 (1982)

[15] De Luna v. Linatoc, 74 Phil. 15.

[16] CA Rollo, pp. 322 to 324.

[17] RTC Decision, Rollo, p. 217.

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