LIBERATA AMBITO, BASILIO AMBITO, AND CRISANTO AMBITO, PETITIONER, VS. PEOPLE OF THE PHILIPPINES AND COURT OF APPEALS, RESPONDENTS.

G.R. No. 127327. February 13, 2009

Ponente: LEONARDO-DE CASTRO, J.

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LEONARDO-DE CASTRO, J.:

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Civil Procedure of the Decision[1] of respondent Court of Appeals (CA), dated March 29, 1996, in CA-G.R. CR No. 12727, entitled People of the Philippines v. Liberata Ambito, et al., filed by petitioners Liberata Ambito, Basilio Ambito and Crisanto Ambito. The assailed CA decision affirmed the judgment of conviction of multiple charges of violation of Batas Pambansa Blg. 22 (B.P. Blg. 22) meted upon co-petitioner Basilio Ambito; multiple charges of the complex offense of Estafa through Falsification of Commercial Documents, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code (RPC), meted upon co-petitioners Liberata and Basilio Ambito; and two charges of Falsification of Commercial Document, as defined and penalized under Articles 171 and 172 of the RPC, meted upon co-petitioner Crisanto Ambito in the Decision[2] rendered by the Regional Trial Court (RTC) of Iloilo City, Branch 26, dated November 29, 1990, in the consolidated Criminal Case Nos. 14556 to 14587.

The facts of this case, as summarized in the assailed CA decision, are as follows:

> Basilio Ambito and Liberata Ambito were the principal owners of two rural banks in the province of Iloilo namely, the Community Rural Bank of Leon, Inc., in the municipality of Leon, and the Rural Bank of Banate, Inc. in the municipality of Banate. In addition, the spouses Ambito were the owners of Casette [Kajzette] Enterprises, a commercial establishment in Jaro, Iloilo City engaged in procuring farm implements intended for the use of the agricultural loan borrowers of the said banks. The spouses Ambito obtained their supply of farm implements and spare parts from the Iloilo City branch of Pacific Star Inc. which was then engaged in selling `Yanmar' machineries and spare parts.
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> On several occasions in 1979, the spouses Basilio Ambito and Liberata Ambito transacted business with Pacific Star, Inc. whereby they purchased Yanmar machineries and spare parts from the said company allegedly for the use of the loan borrowers of their banks. In these transactions, the spouses Ambito made down payments in their purchases either in case, in checks or in certificates of time deposit issued by the Rural Bank of Banate, Inc. and the Community Rural Bank of Leon, Inc.
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> However, when the Manila Banking Corporation (Manila Bank) checks issued by Basilio Ambito as down payment of their purchases were presented for payment by the drawee bank, the same were dishonored for insufficiency of funds. These are Check No. 79173946 dated June 20, 1979 in the amount of P39,168.75 (Exh. `A', CC No. 14556); Check No. 79173948 dated June 15, 1979 in the amount of P75,595.00 (Exh. `A', CC 14557); Check No. 79173947 dated June 30, 1979 in the amount of P45,957.00 (Exh. `A', CC No. 14558); Check No. 79182639 dated October 18, 1979 in the amount of P4,501.36 (Exh. `A', CC No. 14559); Check No. 79182638 dated September 27, 1979 in the amount of P1,957.60 (Exh. `A', CC No. 14560); Check No.

79182637 dated September 18, 1979 in the amount of P 2,425.50 (Exh. `A', CC No. 14561) and Check No. 79175930 dated August 9, 1979 in the amount of P2,875.25 (Exh. `A', CC No. 14562).

At the time the spouses Basilio Ambito and Liberata Ambito made purchases of farm implements from the Pacific Star, Inc. in 1979, the general manager of the Rural Bank of Banate, Inc. was Liberata Ambito herself and the cashier, Marilyn Traje, while the general manager of the Community Rural Bank of Leon, Inc. was Crisanto Ambito, brother of Basilio Ambito, and the cashier, Reynaldo Baron.

On three separate occasions, Liberata Ambito forced the cashier of the Rural Bank of Banate, Marilyn Traje, to sign several blank certificates of time deposit and to give the same to her alleging that she needed the said certificates in connection with some transactions involving the bank. Marilyn Traje at first refused to give Liberata Ambito the said certificates but the latter scolded her, at the same time assuring her that she would be responsible to anybody for the issuance of said certificates including personnel and investigators of the Central Bank tasked with the examination of the accounts of the bank. Afraid that she would lose her job if she would not follow Liberata Ambito. Marilyn Traje signed and gave the blank certificates of time deposit to her without receiving any consideration therefore.

The same thing happened to Reynaldo Baron, the cashier of the Community Rural Bank of Leon, Inc. who was asked by the spouses Ambito as well as the manager of the bank, Crisanto Ambito, to sign and give blank certificates of time deposit to them. Reynaldo Baron was at first hesitant to accommodate the request of the Ambitos but due to their persistence and considering that they were his superiors and owners of the bank, Baron signed the certificates of time deposit in blank and gave the same to the Ambitos. When Baron asked for the duplicate copies of the certificates, he was told that they were still negotiating with Pacific Star, Inc. Later, the Ambitos told Baron that the transaction was cancelled and that he should just cause the printing of similar blank certificates by the Apostol Printing Press in Iloilo City. Baron got scared and objected to the idea vouched to him by the Ambitos until finally he resigned from his job because he could no longer withstand the pressure exerted on him involving transactions he believed were anomalous. Baron worked as cashier of the Community Rural Bank of Leon, Inc. from August to December 1979. When the Central Bank investigators came and conducted examination of the records and transactions of the bank, Baron reported the anomalies to them.

The blank certificates of time deposit of the Rural Bank of Banate, Inc. obtained by the spouses Basilio and Liberata Ambito from Marilyn Traje were filled up with the amounts of deposit and the name of the Pacific Star, Inc. as depositor and used by the spouses as down payments of the purchase price of the machineries and spare parts purchased from the Pacific Star, Inc. These certificates of time deposit are as follows:

- Certificate of Time Deposit No. 079, due date May 7, 1979, in the amount of P7,276.50 (Exh. `A', Crim. Case No. 14563) as down payment of the articles covered by Sales Invoice No. 3002 dated November 9, 1978 of Pacific Star, Inc. (Exh. `A-1', Crim. Case No. 14563);

- Certificate of Time Deposit Nos. 083 and 085 both with due date May 14, 1979 in the amounts of P17,283.00 and P3,132.00, respectively (Exhs. `A' and `A-1', Crim. Case No. 14564) as down payment. Sales Invoice Nos. 3003, 3004 and 3005 (Exhs. `A-1', `A-2' and `A-3', Crim. Case No. 14564);

- Certificate of Time Deposit No. 086, due date May 21, 1979, in the amount of P11,896.50 (Exh. `A', Crim. Case No. 14565) as down payment, Sales Invoice No. 3006 (Exh. `A-1', Crim. Case No. 14565);

- Certificate of Time Deposit No. 087, due date May 27, 1979 (Exh. `A', Crim. Case No. 14566) in the amount of P7,945.00 as down payment, Sales Invoice No. 3007 dated November 27, 1978 and Sales Invoice No. 3008 dated November 28, 1978 in the total amount of P7,945.00 (Exhs. `A-1' and `A-2', Crim. Case No. 14566);

- Certificate of Time Deposit No. 089, due date May 29, 1979, in the amount of P17,090.50 (Exh. `A', Crim. Case No. 14567) as down payment, Sales Invoices Nos. 3009 and 3010 both date December 1, 1978 (Exhs.

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`A-1' and `A-2', Crim. Case No. 14567);

- Certificate of Time Deposit No. 095, due date June 20, 1979 in the amount of P24,062.50 (Exh. `A', Crim. Case No. 14568) as down payment in Sales Invoice Nos. 3031 dated December 11, 1978 (Exh. `A-1', Crim. Case No. 14568);

- Certificate of Time Deposit No. 089, due date May 29, 1979, in the amount of P17,090.50 (Exh. `A', Crim. Case No. 14567) as down payment in Sales Invoice No. 3035 (Exh. `A-1', Crim. Case No. 14567);

- Certificate of Time Deposit No. 097, due date June 13, 1979, in the amount of P5,827.50 (Exh. `A', Crim. Case No. 14570) as down payment in Sales Invoice Nos. 3066 and 3067 both dated January 3, 1979 (Exhs. `A-1' and `A-2', Crim. Case No. 14570);

- Certificate of Time Deposit No. 098, due date June 16, 1979, in the amount of P8,365.00 (Exh. `A', Crim. Case No. 14571) as down payment in Sales Invoice Nos. 3081 dated January 10, 1979 and Sales Invoice No. 3091 dated January 16, 1979 (Exhs. `A-1' and `A-2', Crim. Case No. 14571);

- Certificate of Time Deposit No. 099, due date July 22, 1979, in the amount of P27,226.50 (Exh. `A', Crim. Case No. 14572 as down payment in Sales Invoice No. 3097 dated January 23, 1979 (Exh. `A-1', Crim. Case No. 14572);

- Certificate of Time Deposit No. 100, due date July 25, 1979, in the amount of P9,380.00 (Exh. `A', Crim. Case No. 14573) as down payment in Sales Invoice No. 3099 dated January 25, 1979 (Exh. `A-1', Crim. Case No. 14573);

- Certificate of Time Deposit No. 101, due date July 28, 1979 in the amount of P3,132.50 (Exh. `A'; Crim. Case No. 14574) as down payment in Sales Invoice No. 3106 (Exh. `A-1', Crim. Case No. 14574);

- Certificate of Time Deposit No. 102, due date August 15, 1979 in the amount of P21,420.00 (Exh. `A', Crim. Case No. 14575) in payment of Sales Invoice No. 3120 dated February 8, 1979, Sales Invoice No, 3121 dated February 8, 1979 and Sales Invoice No. 3126 dated February 12, 1979, (Exhs. `A-1', `A-2' and `A-3', Crim Case No. 14575);

- Certificate of Time Deposit No. 105, due date August 14, 1979, in the amount of P25,375.00 (Exh. `A', Crim. Case No. 14576) as down payment of Sales Invoice No. 3129 dated February 15, 1979 (Exh. `A-1', Crim. Case No. 14576);

- Certificate of Time Deposit No. 106, due date August 16, 1979, in the amount of P58,712.50 (Exh. `A', Crim. Case No. 14577) as down payment of Sales Invoice No. 3134 dated February 17, 1977 (Exh. `A-1', Crim. Case No. 14577);

- Certificate of Time Deposit No. 107, due date August 21, 1979, in the amount of P16,205.00 (Exh. `A', Crim. Case No. 14578) and Certificate of Time Deposit No. 104, due date September 18, 1979, in the amount of P2,730.00 (Exh. `A-1', Crim. Case No. 14578) as down payment in Sales Invoice No. 3137 dated February 22, 1979 and Sales Invoice No. 3178 dated March 22, 1979;

- Certificate of Time Deposit No. 108, due date October 15, 1979, in the amount of P78,277.50 (Exh. `A', Crim. Case No. 14579) as down payment in Sales Invoice Nos. 3215, 3216 and 3217 all dated April 18, 1979, (Exhs. `A-1', `A-2' and `A-3', Crim. Case No. 14579);

- Certificate of Time Deposit No. 109, due date October 16, 1979, in the amount of P8,557.50 (Exh. `A', Crim. Case No. 14580) as down payment in Sales Invoice No. 3221 dated April 19, 1979 (Exh. `A-1', Crim. Case No. 14580);

- Certificate of Time Deposit No. 110, due date October 22, 1979, in the amount of P38,529.75 (Exh. `A',

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> Crim. Case No. 14581) as down payment in Sales Invoice No. 3240 and 3241 both dated April 25, 1979 (Exhs. `A-1' and `A-2', Crim. Case No. 145810);
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> - Certificate of Time Deposit No. 111, due date October 29, 1979, in the amount of P7,218.75 (Exh. `A', Crim. Case No. 14582) as down payment in Sales Invoice No. 3409 dated May 2, 1979 (Exh. `A-1', Crim. Case No. 14582);
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> - Certificates of Time Deposit Nos. 112, 113, 114, 115, 116, 117 and 118 all dated November 1, 1979 in the amounts of P57,750.00, P93,933.00, P21,393.75, P12,285.00, P13,860.00, P20,002.50 and P156,555.00 respectively (Exhs. `A', `A-1', `A-2', `A-3', `A-4', `A-5', `A-6', Crim. Case No. 14583) as down payment in Sales Invoice Nos. 3423 to 3429, inclusive (Exhs. `A-7' to `A-13', inclusive, Crim. Case No. 14583);
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> - Certificate of Time Deposit No. 119, due date December 18, 1979, in the amount of P5,892.25 (Exh. `A', Crim. Case No. 14584) as down payment in Sales Invoice No. 3505 dated June 21, 1979 (Exh. `A-1', Crim. Case No. 14584);
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> - Certificate of Time Deposit No. 134, due date January 23, 1980, in the amount of P3,984.00 (Exh. `A', Crim. Case No. 14585) as down payment in Sales Invoice No. 3272 dated July 27, 1979 (Exh. `A-1', Crim. Case No. 14585);

The certificates of time deposit of the Community Rural Bank of Leon found to have been falsified are (1) Certificate of Time Deposit No. 039 , due date February 4, 1980 in the amount of P32,555.25 (Exh. `A', Crim. Case No. 14586) and (2) Certificate of Time Deposit No. 040, due date February 14, 1980 in the amount of P9,103.19 (Exh. `A', Crim. Case No. 14587).

The said certificates of time deposit supposedly issued by the Rural Bank of the Banate, Inc. and the Community Rural Bank of Leon, Inc. were unfunded and not covered by any deposit so that when presented for redemption by the (sic) Pacific Star, Inc., the same were not honored. As a consequence, Pacific Star, Inc. suffered actual damages in the amounts representing the total value of the machineries and spare parts sold and delivered by the complainant to the Ambitos and the latter failed and refused to pay the same despite demands on them.

In view of the anomalous transactions entered into by the Ambitos, both the Rural Bank of Banate, Inc. and the Community Rural Bank of Leon, Inc. became insolvent and so sometime in May 7, 1980, the Central Bank of the Philippines placed both banks under receivership and liquidation. Maria Luz Preires, bank examiner of the Central Bank, was appointed deputy receiver and later deputy liquidator of the Community Rural Bank of Leon. The Central Bank took over the affairs and records of the banks including their deposits, assets and liabilities. Records showed no certificate of time deposit in the name of Pacific Star, Inc. properly funded and covered by any deposit. Anomalous issuances of certificates of time deposit were uncovered as, for instance, Community Rural Bank of Leon, Inc. Certificates of Time Deposit Nos. 039 (Exh. `A', Crim. Case No. 14586 and 040 (Exh. `A', Crim. Case No. 14587) which were supposed to be in the name of Pacific Star, Inc. were actually issued in the name of Paciencia Cantara on October 17, 1979 and Francisco Alinsao on November 19, 1979 and only in the amounts of P1,000.00 and P3,000.00, respectively (Exh. `B', Crim. Cases Nos. 14586 and 14587).

Subsequently, on complaint of Pacific Star, Inc., the Ambitos were charged of violations of B.P. Blg. 22, Falsification and Estafa through Falsification of Commercial Document under the Informations filed in the aforecited cases.

After due proceedings, the Court a quo, promulgated a Decision, dated November 29, 1990, the decretal portion of which reads as follows:

> WHEREFORE, in Criminal Cases Nos. 14556, 14557, 14558, 14559, 14560, 14561 and 14562, the Court hereby finds the accused, Basilio Ambito, guilty beyond reasonable doubt of the offense of violation of the

provisions of Section 1 of Batas Pambansa Blg. 22 and hereby sentences the said accused to suffer in each of the seven cases, the penalty of imprisonment of SIX (6) MONTHS and ONE (1) DAY and to indemnify the offended party, Pacific Star, Inc. the total sum of P173,480.55, with interest thereon at the legal rate of 12% per annum from the date of filing of the Informations on May 10, 1982, until paid, without subsidiary imprisonment in case of insolvency, and to pay the costs.

In Criminal Cases Nos. 14574 and 14585, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer in each case, an indeterminate sentence ranging from TWO (2) YEARS, FOUR (4) MONTHS and ONE (1) DAY of prision correccional as minimum to FOUR (4) YEARS, NINE (9) MONTHS and ELEVEN (11) DAYS of prision correccional as maximum, and pay a fine of P3,000.00 and to indemnify the offended party, Pacific Star, Inc. the total sum of P18,287.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law, and to pay the costs.

In Criminal Cases Nos. 14563, 14570, 14580, 14582 and 14584, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex crime of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from TWO (2) YEARS, ELEVEN (11) MONTHS and ELEVEN (11) DAYS of prision correccional as minimum, to SIX (6) YEARS, EIGHT (8) MONTHS and TWENTY ONE (21) DAYS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the total sum of P83,095.00, with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law, and to pay the costs.

In Criminal Cases Nos. 14566, 14569, 14571 and 14573, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from FOUR (4) YEARS, TWO (2) MONTHS of prision correccional as minimum, to EIGHT (8) YEARS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the total sum of P103,900.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14564 and 14578, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from FOUR (4) YEARS, TWO (2) MONTHS and ONE (1) DAY of prision correccional as minimum, to ELEVEN (11) YEARS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the total sum of P116,530.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14565, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from FOUR (4) YEARS and

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TWO (2) MONTHS of prision correccional as minimum, to NINE (9) YEARS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the sum of P35,190.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14567, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused each, to suffer an indeterminate prison sentence ranging from FOUR (4) YEARS and TWO (2) MONTHS of prision correccional as minimum, to TEN (10) YEARS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the sum of P50,555.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14568 and 14575, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from FOUR (4) YEARS, TWO (2) MONTHS and ONE (1) DAY of prision correccional as minimum, to TWELVE (12) YEARS of prision mayor as maximum, and to indemnify the offended party, Pacific Star, Inc., the sum of P134,375.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14572, 14576 and 14581, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from SIX (6) YEARS and ONE (1) DAY of prision mayor as minimum, to THIRTEEN (13) YEARS of reclusion temporal as maximum, and to indemnify the offended party, Pacific Star, Inc., the total sum of P235,170.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

In Criminal Cases Nos. 14577, 14579 and 14583, the Court hereby finds the accused, Basilio Ambito and Liberata Ambito, guilty beyond reasonable doubt of the complex offense of Estafa thru Falsification of Commercial Document, defined and penalized in Articles 48, 171, 172 and 315 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of these cases, an indeterminate prison sentence ranging from TEN (10) YEARS and ONE (1) DAY of prision mayor as minimum, to TWENTY (20) YEARS of reclusion temporal as maximum, and to indemnify the offended party, Pacific Star, Inc., the total sum of P1,110,500.00 with interests thereon at the legal rate of 12% per annum from the date of the filing of the Informations on May 10, 1982 until paid, without subsidiary imprisonment in case of insolvency, together with the accessory penalties provided for by law and to pay costs.

The foregoing penalties imposed upon the accused are, however, subject to the threefold rule as provided for in Article 70 of the Revised Penal Code so that the maximum duration of the accused' imprisonment shall not be more than three times the most severe of the penalties the total period of which not to exceed Forty (40) years.

In Criminal Cases Nos. 14586 and 14587, the Court hereby finds the accused, Crisanto Ambito, guilty beyond reasonable doubt of the offense of Falsification of Commercial Document, defined and penalized under Articles 171 and 172 of the Revised Penal Code and hereby sentences the said accused to suffer, in each of

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> these two cases, an indeterminate prison sentence ranging from ONE (1) YEAR and ONE (1) DAY of prision correccional as minimum, to FOUR (4) YEARS, TWO (2) MONTHS of prision correccional as maximum, and pay a fine of P2,000.00, together with the accessory penalties provided for by law, and to pay the costs. For insufficiency of evidence, Basilio Ambito and Liberata Ambito are hereby ACQUITTED of the offenses charged in these Criminal Cases Nos. 14586 and 14587.
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> On reasonable doubt, the accused Marilyn Traje and Reynaldo Baron, are hereby ACQUITTED of the offense charged in all the criminal cases against them and the bail bonds posted for their provisional liberty are hereby ordered cancelled.[3]

After they were convicted by the RTC, petitioners appealed their case to respondent CA which, in turn, denied their appeal via the assailed CA Decision, the dispositive portion of which reads as follows:

> IN THE LIGHT OF ALL THE FOREGOING, the assailed Decision is hereby AFFIRMED in toto. With costs against the Appellants.
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> SO ORDERED.[4]

Petitioners promptly interposed a Motion for Reconsideration of the adverse CA Decision but this was succinctly rejected by the CA in its Resolution[5] dated November 8, 1996, hence, petitioners' recourse to this Court for review on certiorari.

This Court initially denied said Petition for Review on Certiorari[6] through a Resolution[7] dated January 29, 1997 on the ground that the said petition raised factual issues. Undaunted, petitioners filed a Motion for Reconsideration[8] dated February 25, 1997 seeking to persuade this Court to give due course to their petition which this Court granted in a Resolution[9] dated April 28, 1997, thereby reinstating the petition. Respondents were required to file comment on the petition as ordered in the same Resolution. Respondents filed their Comment[10] on September 9, 1997, while petitioners filed a delayed Reply[11] on September 4, 1998. In turn, respondents filed a Rejoinder[12] on January 18, 1999.

On January 17, 2005, this Court issued a Resolution[13] directing both parties to submit their respective memoranda within thirty (30) days from notice. Respondents submitted their Memorandum[14] on March 18, 2005 but petitioners failed to submit theirs despite the fact that this Court had already granted numerous extensions of time to file as requested by petitioners' counsel. This Court even resorted to imposing a fine on petitioners' counsel for his repeated non-compliance as stated by our Resolution[15] dated March 8, 2006 but to no avail. Thus, in a Resolution[16] dated June 20, 2007, this Court resolved to dispense with the filing of petitioners' memorandum.

In their Petition,[17] petitioners raised the following grounds:

> - THE RESONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING THE PETITIONERS GUILTY OF THE OFFENSES IMPUTED TO THEM, THERE BEING UNCONTROVERTED EVIDENCE SHOWING THAT FROM THE NATURE OF THE TRANSACTIONS AND DEALINGS BETWEEN THE PETITIONERS AND PSI FOR A LONG PERIOD OF 14 YEARS, THE LIABILITY OF THE PETITIONERS, IF ANY, IS ONLY CIVIL IN NATURE, AND NO CRIMINAL LIABILITY ATTACHES TO THEM.
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> - THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING THE PETITIONERS GUILTY BEYOND REASONABLE DOUBT OF ALL THE OFFENSES IMPUTED TO THEM, THE FACTS OF THE CASE SHOWING THAT THE VALUE OF THE SUBJECT CHECKS AND CCTDS [CREDIT CERTIFICATES OF TIME DEPOSIT] HAVE ALREADY BEEN FULLY PAID PRIOR TO THE INSTITUTION OF THE CRIMINAL CASES BELOW.

- ANENT CRIMINAL CASE NOS. 14556 TO 14562, THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING THE PETITIONER BASILIO AMBITO GUILTY BEYOND REASONABLE DOUBT OF THE OFFENSE OF VIOLATION OF BP22 DESPITE THE LACK OF ESSENTIAL ELEMENTS OF PRIOR NOTICE OF DISHONOR AND DEMAND FOR PAYMENT OF THE ALLEGED DISHONORED CHECKS GIVEN BY PSI TO PETITIONERS.

- ANENT CRIMINAL CASE NOS. 14556, 14557 AND 14558, THE RESPONDENT COURT COMMITTED A REVERSIBLE ERROR IN FINDING PETITIONER BASILIO AMBITO GUILTY OF VIOLATION OF BP22 DESPITE THAT THE SUBJECT CHECKS WERE NOT PRESENTED FOR PAYMENT WITHIN 90 DAYS FROM DATE OF CHECK.

- ANENT CRIMINAL CASE NOS. 14556 AND 14557, THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING PETITIONER BASILIO AMBITO GUILTY OF THE OFFENSE OF VIOLATION OF BP22 DESPITE THAT THERE WAS IN EACH CASE NO PROPER EVIDENCE OFFERED TO PROVE THE CRIME CHARGED.

- ANENT CRIMINAL CASE NOS. 14563 TO 14585, THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING THE PETITIONERS GUILTY BEYOND REASONABLE DOUBT OF THE OFFENSE OF ESTAFA BY FALSE PRETENSES COMPLEXED WITH FALSIFICATION OF A COMMERCIAL DOCUMENT, THERE BEING PROSECUTION EVIDENCE TENDING TO SHOW THE LACK OF THE ELEMENT OF DECEIT.

- ANENT CRIMINAL CASE NOS. 14563 TO 14585, THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN FINDING THE PETITIONERS GUILTY BEYOND REASONABLE DOUBT OF ESTAFA BY FALSE PRETENSES COMPLEXED WITH FALSIFICATION OF A COMMERCIAL DOCUMENT, IT BEING CLEAR FROM THE FACE OF THE SUBJECT CCTDS THEMSELVES THAT THERE THEREIN EXISTS NO FALSE NARRATION OF FACTS.

- THE RESPONDENT COURT OF APPEALS COMMITTED A REVERSIBLE ERROR IN REFUSING TO RESOLVE THE ASSIGNED ERROR OF DOUBLE PAYMENT OF IMDEMNITY OR CIVIL LIABILITY ON THE MERITS THEREOF, IT BEING IN A POSITION TO DO SO, AND DESPITE TIMELY NOTICE OF THE PRIOR INSTITUTION OF THE CIVIL CASE INVOLVING THE SAME TRANSACTIONS AS IN THE CASES AT BAR.[18]

In essence, petitioners' recourse to this Court is hinged on their belief that their conviction in the lower court was not based on proof beyond reasonable doubt and that the respondent CA failed to perform its duty to fully ascertain whether the prosecution's evidence was sufficient enough to warrant a finding that would support their conviction for violation of B.P. Blg. 22 and for Estafa through Falsification of Commercial Documents.

We hold the petition to be meritorious in part.

Anent the issue of whether or not co-petitioner Basilio Ambito's conviction in Criminal Case Nos. 14556 to 14562 for the seven (7) counts of violation of B.P. Blg. 22 was in accordance with law, petitioners argue that he cannot be convicted of the same since the prosecution allegedly failed to prove the dispensable elements of prior notice of dishonor and demand for payment of the checks at issue.[19] Furthermore, they insist that there is no violation of B.P. Blg. 22, particularly in Criminal Case Nos. 14556, 14557 and 14558 as the subject checks therein were presented for payment more than ninety (90) days from date.[20]

In response, the Office of the Solicitor General (OSG) asserts that petitioners' claim of necessary and indispensable elements of notice of dishonor and demand to pay cannot be found in the statute defining the essential elements of violation of B.P. Blg. 22. The OSG further insists that, from among the said essential elements, there is no particular manner prescribed in which the person who made and issued the dishonored

checks should be notified of the fact of dishonor.

Be that as it may, the OSG avers that as far as the checks subject of the charges of violation of B.P. Blg. 22 in these criminal cases are concerned, co-petitioner Basilio Ambito had been more than sufficiently notified of the fact of dishonor because on December 28, 1979, Pacific Star, Inc. (PSI) filed with Branch 2 of the RTC of Manila a civil complaint for collection against petitioners, or more than three (3) years before the thirty-two (32) Informations for violations of B.P. Blg. 22 and for Estafa through Falsification of Commercial Documents were filed against petitioners on May 10, 1982. Within that three-year span of time, the OSG points out, co-petitioner Basilio Ambito failed to pay the value of the checks despite having been notified of their dishonor. [21]

As to petitioners' contention that the prosecution was not able to prove the indispensable element that the drawer had knowledge that the checks were not backed up by sufficient funds since the checks subject of Criminal Case Nos. 14556, 14557 and 14558 were presented for payment more than ninety (90) days from date, the OSG claims that the said element had been clearly established by the petitioners' testimony in the lower court where petitioners contend that the subject checks were issued only as mere guarantee and, as such, were not supposed to be deposited as previously agreed by PSI and petitioners.[22] In any case, the OSG argues that under Section 2 of B.P. Blg. 22, the maker's knowledge of the insufficiency of funds is legally presumed from the dishonor of the check for insufficiency of funds.[23]

After carefully reviewing the records and the submissions of the parties, we find that the prosecution's evidence was inadequate to prove co-petitioner Basilio Ambito's guilt beyond reasonable doubt for seven (7) counts of violation of B.P. Blg. 22.

The elements of violation of B.P. Blg. 22 are: (1) making, drawing, and issuance of any check to apply on account or for value; (2) 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 the 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.[24]

The gravamen of the offense punished by B.P. Blg. 22 is the act of making or issuing a worthless check or a check that is dishonored upon its presentation for payment. It is not the nonpayment of an obligation which the law punishes. The law is not intended or designed to coerce a debtor to pay his debt. The thrust of the law is to prohibit, under pain of penal sanctions, the making of worthless checks and putting them in circulation. Because of its deleterious effects on the public interest, the practice is proscribed by the law. The law punishes the act not as an offense against property, but an offense against public order.[25] Thus, the mere act of issuing a worthless check - whether as a deposit, as a guarantee or even as evidence of pre-existing debt - is malum prohibitum.[26]

In light of the foregoing, petitioners' contention in the lower court that the subject checks were only issued as mere guarantee and were not intended for deposit as per agreement with PSI is not tenable. Co-petitioner Basilio Ambito would be liable under B.P. Blg. 22 by the mere fact that he issued the subject checks, provided that the other elements of the crime are properly proved.

With regard to the second element, we note that the law provides for a prima facie rule of evidence. A disputable presumption of knowledge of insufficiency of funds in or credit with the bank is assumed from the act of making, drawing, and issuing a check, payment of which is refused by the drawee bank for insufficiency of funds when presented within 90 days from the date of issue. However, such presumption does not arise when the maker or drawer pays or makes arrangements for the payment of the check within five banking days after receiving notice that such check had been dishonored. In order for the maker or drawer to pay the value thereof or make arrangements for its payment within the period prescribed by law, it is therefore necessary and indispensable for

the maker or drawer to be notified of the dishonor of the check.

Under B.P. Blg. 22, the prosecution must prove not only that the accused issued a check that was subsequently dishonored. It must also establish that the accused was actually notified that the check was dishonored, and that he or she failed, within five (5) banking days from receipt of the notice, to pay the holder of the check the amount due thereon or to make arrangement for its payment. Absent proof that the accused received such notice, a prosecution for violation of the Bouncing Checks Law cannot prosper.[27]

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 sent to and received by the accused. The accused has a right to demand - and the basic postulates of fairness require - that the notice of dishonor be actually sent to and received by the same to afford him/her the opportunity to avert prosecution under B.P. Blg. 22.[28]

In the case at bar, there is nothing in the records that would indicate that co-petitioner Basilio Ambito was given any notice of dishonor by PSI or by Manila Bank, the drawee bank, when the subject checks were dishonored for insufficiency of funds upon presentment for payment. In fact, all that the OSG can aver regarding this matter is that co-petitioner Basilio Ambito had been notified of the fact of dishonor since PSI filed a collection case against petitioners more than three (3) years before the same filed the criminal cases before this Court.[29]

Likewise, respondent CA merely cited, in its assailed Decision, co-petitioner Basilio Ambito's July 17, 1989 trial court testimony as basis for concluding that he was properly informed of the dishonor of the subject checks, viz:

> Appellant Basilio's claim that he was never notified of the dishonor of the checks he issued in partial payments of the purchases Kazette Enterprises made from PSI is belied by his own admission made when he testified in the Court a quo thus:
>
> x x x
>
> Q
>
> Inspite of you agreement they deposited and when presented they bounce?
>
> A
>
> That was in the receipts.
>
> Q
>
> So you admit you have presented these checks already marked as Exhibit `A' for the prosecution for criminal cases Nos. 14556 to 14562, inclusive, were all returned for insufficiency of funds by the depository bank?
>
> A
>
> Yes, sir. (t.s.n., Ambito, page 35, July 17, 1989)

Nothwithstanding his notice of the dishonor of the checks, Appellant failed to replace the same with cash or make arrangements with PSI, for the payments of the amounts of the checks.[30]

Verily, the aforementioned circumstances are not in accord with the manner or form by which a notice of dishonor should be made under the law and existing jurisprudence.

The notice of dishonor of a check may be sent to the drawer or maker by the drawee bank, the holder of the check, or the offended party either by personal delivery or by registered mail. The notice of dishonor to the maker of a check must be in writing.[31]

While, indeed, Section 2 of B.P. Blg. 22 does not state that the notice of dishonor be in writing, taken in conjunction, however with Section 3 of the law, i.e., "that where there are no sufficient funds in or credit with such drawee bank, such fact shall always be explicitly stated in the notice of dishonor or refusal," a mere oral notice or demand to pay would appear to be insufficient for conviction under the law. The Court has previously held that both the spirit and letter of the Bouncing Checks Law would require for the act to be punished thereunder not only that the accused issued a check that is dishonored, but that likewise the accused has actually been notified in writing of the fact of dishonor. The consistent rule is that penal statutes have to be construed strictly against the State and liberally in favor of the accused.[32]

There being no proof that co-petitioner Basilio Ambito was given any written notice either by PSI or by Manila Bank informing him of the fact that his checks were dishonored and giving him five (5) banking days within which to make arrangements for payment of the said checks, the rebuttable presumption that he had knowledge of the insufficiency of his funds has no application in the present case.

Due to the failure of prosecution in this case to prove that co-petitioner Basilio Ambito was given the requisite notice of dishonor and the opportunity to make arrangements for payment as provided for under the law, We cannot with moral certainty convict him of violation of B.P. Blg. 22.

However, Basilio Ambito's acquittal for his violations of B.P. Blg. 22 for failure of the prosecution to prove all elements of the offense beyond reasonable doubt did not entail the extinguishment of his civil liability for the dishonored checks. In a number of similar cases,[33] we have held that an acquittal based on reasonable doubt does not preclude the award of civil damages. The judgment of acquittal extinguishes the liability of the accused for damages only when it includes a declaration that the facts from which the civil liability might arise did not exist. Thus, in the case at bar, the trial court's directive for Basilio Ambito to indemnify PSI the total sum of P173,480.55, with interest thereon at the legal rate of 12% per annum from the date of filing of the Informations on May 10, 1982, until paid, and to pay the costs is affirmed.

Anent the question of whether or not petitioner spouses Liberata and Basilio Ambito's conviction for the offense of Estafa through Falsification of Commercial Document was proven beyond reasonable doubt, the petitioners interposed the defense that they cannot be properly convicted of the same as there was no finding of false narration of facts and of deceit.

Petitioners assert that PSI was not deceived by the issuance of the subject credit certificates of time deposit (CCTDs), which did not contain a false narration of facts, for the reasons that: (i) said CCTDs, which were undated as to their respective dates of issuance, did not state that funds had already been deposited by PSI; (ii) during the course of their alleged fourteen-year long business relationship, PSI, which had been accepting said CCTDs, knew that they were unfunded as said certificates of time deposit were issued to serve as "promissory notes" to guarantee payment for the balance of the invoice price of the machineries;[34] (iii) petitioners did not represent to PSI that "the money was already deposited" because the subject CCTDs were "even postdated";[35] (iv) the amounts stated in the CCTDs were not "downpayments" but "CREDIT extended to petitioner Basilio Ambito payable six months after the sales/purchases were made;[36] (v) petitioners' obligation is civil in nature because current and savings deposits constitute loans to a bank and, thus, a CCTD is an evidence of a simple loan;[37] (vi) the essential element of fraud was absent because PSI knew that the CCTDs issued to it by petitioners were not covered by funds because it knew that the deposits were yet to be made when the farmers, to whom Basilio Ambito resold on credit the machineries, shall have deposited in the rural banks their payments for those machineries;[38] (vii) the subject certificates of time deposit issued to PSI were not ordinary certificates of time deposit but "CREDIT certificates of Time Deposit" because the term "credit" indicates a "deferred or delayed nature of the payment," thus, signifying a promise to pay at a future date;[39] (viii) PSI was not defrauded as it

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gave discounts in its sales invoices if petitioners paid in full the value of the certificates "on or before 180 days" from delivery. By giving discounts for early payment, it was thus aware of the possibility that said certificates might not be funded when they fell due;[40] (ix) the sales invoices issued by PSI gave it the right to institute civil actions only and not criminal actions;[41] and (x) petitioners had already performed their obligations to PSI by way of the payment of the amount of P300,000.00 and the return of one unit Kubota machinery valued at P 28,000.00.[42]

We are not persuaded. We find no reason to disturb the identical findings of the CA and the RTC regarding the particular circumstances surrounding the petitioners' conviction of Estafa through Falsification of Commercial Documents because the same are adequately supported by the evidence on record.

It is not the function of this Court to analyze or weigh evidence all over again, unless there is a showing that the findings of the lower court are totally devoid of support or are glaringly erroneous as to constitute palpable error or grave abuse of discretion.[43]

The elements of Estafa by means of deceit, whether committed by false pretenses or concealment, are the following - (a) that there must be a false pretense, fraudulent act or fraudulent means. (b) That such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneous with the commission of the fraud. (c) That the offended party must have relied on the false pretense, fraudulent act or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act or fraudulent means. (d) That as a result thereof, the offended party suffered damage.[44]

In the prosecution for Estafa under Article 315, paragraph 2(a) of the RPC,[45] it is indispensable that the element of deceit, consisting in the false statement or fraudulent representation of the accused, be made prior to, or at least simultaneously with, the delivery of the thing by the complainant.

The false pretense or fraudulent act must be committed prior to or simultaneously with the commission of the fraud, it being essential that such false statement or representation constitutes the very cause or the only motive which induces the offended party to part with his money. In the absence of such requisite, any subsequent act of the accused, however fraudulent and suspicious it might appear, cannot serve as basis for prosecution for estafa under the said provision.[46]

In the case at bar, the records would show that PSI was given assurance by petitioners that they will pay the unpaid balance of their purchases from PSI when the CCTDs with petitioners' banks, the Rural Bank of Banate, Inc. (RBBI) and/or the Rural Bank of Leon, Inc. (RBLI), and issued under the name of PSI, would be presented for payment to RBBI and RBLI which, in turn, will pay the amount of deposit stated thereon. The amounts stated in the CCTDs correspond to the purchase cost of the machineries and equipment that co-petitioner Basilio Ambito bought from PSI as evidenced by the Sales Invoices presented during the trial. It is uncontroverted that PSI did not apply for and secure loans from RBBI and RBLI. In fine, PSI and co-petitioner Basilio Ambito were engaged in a vendor-purchaser business relationship while PSI and RBBI/RBLI were connected as depositor-depository. It is likewise established that petitioners employed deceit when they were able to persuade PSI to allow them to pay the aforementioned machineries and equipment through down payments paid either in cash or in the form of checks or through the CCTDs with RBBI and RBLI issued in PSI's name with interest thereon. It was later found out that petitioners never made any deposits in the said Banks under the name of PSI. In fact, the issuance of CCTDs to PSI was not recorded in the books of RBBI and RBLI and the Deputy Liquidator appointed by the Central Bank of the Philippines even corroborated this finding of anomalous bank transactions in her testimony during the trial. [47]

As borne by the records and the pleadings, it is indubitable that petitioners' representations were outright

distortions of the truth perpetrated by them for the sole purpose of inducing PSI to sell and deliver to co-petitioner Basilio Ambito machineries and equipments. Petitioners knew that no deposits were ever made with RBBI and RBLI under the name of PSI, as represented by the subject CCTDs, since they did not intend to deposit any amount to pay for the machineries. PSI was an innocent victim of deceit, machinations and chicanery committed by petitioners which resulted in its pecuniary damage and, thus, confirming the lower courts' finding that petitioners are guilty of the complex crime of Estafa through Falsification of Commercial Documents.

The pronouncement by the appeals court that a complex crime had been committed by petitioners is proper because, whenever a person carries out on a public, official or commercial document any of the acts of falsification enumerated in Article 171 of the RPC[48] as a necessary means to perpetrate another crime, like Estafa, Theft, or Malversation, a complex crime is formed by the two crimes.

Under Article 48 of the RPC,[49] a complex crime refers to (1) the commission of at least two grave or less grave felonies that must both (or all) be the result of a single act, or (2) one offense must be a necessary means for committing the other (or others). Negatively put, there is no complex crime when (1) two or more crimes are committed, but not by a single act; or (2) committing one crime is not a necessary means for committing the other (or others).[50]

The falsification of a public, official, or commercial document may be a means of committing Estafa, because before the falsified document is actually utilized to defraud another, the crime of Falsification has already been consummated, damage or intent to cause damage not being an element of the crime of falsification of public, official or commercial document. In other words, the crime of falsification has already existed. Actually utilizing that falsified public, official or commercial document to defraud another is estafa. But the damage is caused by the commission of Estafa, not by the falsification of the document. Therefore, the falsification of the public, official or commercial document is only a necessary means to commit the estafa.[51]

In the case before us, the issuance by petitioners of CCTDs which reflected amounts that were never deposited as such in either RBBI or RBLI is Falsification under Articles 171[52] and 172[53] of the RPC. The particular criminal undertaking consisted of petitioners, taking advantage of their position as owners of RBBI and RBLI, making untruthful statements/representations with regard to the existence of time deposits in favor of PSI by issuing the subject CCTDs without putting up the corresponding deposits in said banks.

Under Article 171, paragraph 4 of the RPC,[54] the elements of falsification of public documents through an untruthful narration of facts are: (1) the offender makes in a document untruthful statements in a narration of facts; (2) the offender has a legal obligation to disclose the truth of the facts narrated; (3) the facts narrated by the offender are absolutely false; and (4) the perversion of truth in the narration of facts was made with the wrongful intent to injure a third person.[55]

As earlier discussed, the issuance of the falsified CCTDs for the sole purpose of obtaining or purchasing various machinery and equipment from PSI amounts to the criminal offense of Estafa under Article 315 (2) (a) of the RPC.[56] The petitioners falsified the subject CCTDs, which are commercial documents, to defraud PSI. Since the falsification of the CCTDs was the necessary means for the commission of Estafa, the assailed judgment of the appeals court convicting petitioners of the complex crime of Estafa through Falsification of Commercial Documents is correct.

Quite apart from the prosecution's successful discharge of its burden of proof, we find that the accused failed to discharge their burden to prove their defense. To begin with, there appears to be no proof on record of the alleged 14-year financial arrangement between accused and PSI or the purported "consignment only" agreement between them other than the uncorroborated and self-serving testimony of the accused. Moreover, we uphold the findings

of the CA and the court a quo as to the proper characterization of the CCTDs and the lack of credible, independent evidence of the alleged payment of the accused's obligations to PSI.

Finally, with respect to co-petitioner Crisanto Ambito, we find no reason to disturb the trial court's ruling that he is liable for only the crime of Falsification of Commercial Documents in connection with CCTD Nos. 039 and 040 of RBLI, there being no showing that the said CCTDs were used to purchase farm implements from PSI.[57]

WHEREFORE, the Petition is PARTLY GRANTED. The assailed Decision dated March 29, 1996 of the Court of Appeals affirming that of the Regional Trial Court is AFFIRMED with respect to petitioner spouses Basilio and Liberata Ambito's conviction for Estafa through Falsification of Commercial Documents (in Criminal Case Nos. 14563 to 14585) and with respect to co-petitioner Crisanto Ambito's conviction for Falsification of Commercial Documents (in Criminal Case Nos. 14586 and 14587). However, the aforesaid Decision is REVERSED with respect to co-petitioner Basilio Ambito's conviction for violation of B.P. Blg. 22 (in Criminal Case Nos. 14556 to 14562), who is hereby ACQUITTED on the ground that his guilt has not been established beyond reasonable doubt. However, the portion of the said Decision insofar as it directs Basilio Ambito to indemnify Pacific Star, Inc. the total sum of P173,480.55, with interest thereon at the legal rate of 12% per annum from the date of filing of the Informations on May 10, 1982, until paid, and to pay the costs (also in Criminal Case Nos. 14556 to 14562) is AFFIRMED.

SO ORDERED.

Puno, C.J., (Chairperson), Carpio, Corona, and Azcuna, JJ., concur.

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[1] Penned by then Court of Appeals (CA) and later Supreme Court (SC) Associate Justice Romeo J. Callejo, Sr. (ret.), with then CA and later SC Associate Justice Antonio M. Martinez (ret.) and CA Associate Justice Delilah Vidallon-Magtolis (ret.), concurring; rollo, pp. 162-188.

[2] Id., at pp. 145-161.

[3] Id., at pp. 162-176.

[4] Id., at pp. 187-188.

[5] Id., at p. 189.

[6] Id., at pp. 14-189.

[7] Id., at p. 190.

[8] Id., at pp. 191-250.

[9] Id., at p. 252.

[10] Id., at pp. 280-317.

[11] Id., at pp. 409-466.

[12] Id., at pp. 477-491.

[13] Id., at pp. 497-498.

[14] Id., at pp. 499-547.

[15] Id., at p. 601.

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[16] Id., at p. 652.

[17] Supra note 6.

[18] Id., at pp. 37-38.

[19] Id., at pp. 56-61.

[20] Id., at pp. 61-63.

[21] Id., at p. 529.

[22] Id., at p. 528. (citing TSN, July 17, 1989, pp.35-36)

[23] Id., at pp. 530-531.

[24] Tan v. People, G.R. No. 145006, August 30, 2006, 500 SCRA 172, 182.

[25] Lozano v. Martinez, No. L-63419, December 18, 1986, 146 SCRA 323, 338.

[26] Ricaforte v. Jurado, G.R. No. 154438, September 5, 2007, 532 SCRA 317, 330.

[27] Bax v. People, G.R. No. 149858, September 5, 2007, 532 SCRA 284, 291, citing King v. People, G.R. 131540, December 2, 1999, 319 SCRA 654.

[28] Lao v. Court of Appeals, G.R. No. 119178, June 20, 1997, 274 SCRA 572, 594.

[29] Rollo, p. 529.

[30] Id., at p. 179.

[31] Rigor v. People, G.R. No. 144887, November 17, 2004, 442 SCRA 450, 462.

[32] Domangsang v. Court of Appeals, G.R. No. 139292, December 5, 2000, 347 SCRA 75, 83.

[33] Domangsang v. Court of Appeals, Id. at 84-85, Rico v. People, G. R. No. 137191, November 18, 2002, 392 SCRA 61, 74; Bax v. People, G.R. No. 149858, September 5, 2007, 532 SCRA 284, 292-293.

[34] Rollo, pp. 64-72.

[35] Id., at pp. 434-435.

[36] Id., at pp. 435-436.

[37] Id., at p. 437.

[38] Id., at p. 438.

[39] Id., at p. 439.

[40] Id., at pp. 439-440.

[41] Id., at p. 441.

[42] Id., at pp. 441-442.

[43] De Jesus v. Court of Appeals, G.R. No. 127857, June 20, 2006, 491 SCRA 325, 333.

[44] R.R. Paredes v. Calilung, G.R. No. 156055, March 5, 2007, 517 SCRA 369, 393.

[45] Art. 315. Swindling (estafa). - Any person who shall defraud another by any of the means mentioned herein below . . .

x x x

2. 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 fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits.

[46] Aricheta v. People, G.R. No. 172500, September 21, 2007, 533 SCRA 695, 704.

[47] Rollo, pp. 184-187.

[48] Art. 171. Falsification by public officer; employee or notary or ecclesiastical minister. - The penalty of prision mayor and a fine not to exceed 5,000 pesos shall be imposed upon any public officer, employee, or notary who, taking advantage of his official position, shall falsify a document by committing any of the following acts:

- Counterfeiting or imitating any handwriting, signature, or rubric;

- Causing it to appear that persons have participated in any act or proceeding when they did not in fact so participate;

- Attributing to persons who have participated in an act or proceeding statements other than those in fact made by them;

- Making untruthful statements in a narration of facts;

- Altering true dates;

- Making any alteration or intercalation in a genuine document which changes its meaning;

- Issuing in an authenticated form a document purporting to be a copy of an original document when no such original exists, or including in such copy a statement contrary to, or different from, that of the genuine original; or

- Intercalating any instrument or note relative to the issuance thereof in a protocol, registry, or official book.

The same penalty shall be imposed upon any ecclesiastical minister who shall commit any of the offenses enumerated in the preceding paragraphs of this article, with respect to any record or document of such character that its falsification may affect the civil status of persons.

[49] Art. 48. Penalty for complex crimes. - When a single act constitutes two or more grave or less grave felonies, or when an offense is a necessary means for committing the other, the penalty for the most serious crime shall be imposed, the same to be applied in its maximum period.

[50] Monteverde v. People, G.R. No. 139610, August 12, 2002, 387 SCRA 196, 208.

[51] Cf. Reyes, The Revised Penal Code, Book II, 2001 ed., p. 226.

[52] Supra note 47.

[53] Art. 172. Falsification by private individuals and use of falsified documents. - The penalty of prision correccional in its medium and maximum periods and a fine of not more than 5,000 pesos shall be imposed upon:

- Any private individual who shall commit any of the falsifications enumerated in the next preceding article in any

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public or official document or letter of exchange or any other kind of commercial document; and

- Any person who, to the damage of a third party, or with the intent to cause such damage, shall in any private document commit any of the acts of falsification enumerated in the next preceding article.

Any person who shall knowingly introduce in evidence in any judicial proceeding or to the damage of another or who, with the intent to cause such damage, shall use any of the false documents embraced in the next preceding article or in any of the foregoing subdivisions of this article, shall be punished by the penalty next lower in degree.

[54] Art. 171. Falsification by public officer; employee or notary or ecclesiastical minister. - The penalty of prision mayor and a fine not to exceed 5,000 pesos shall be imposed upon any public officer, employee, or notary who, taking advantage of his official position, shall falsify a document by committing any of the following acts:

x x x

(4) Making untruthful statements in a narration of facts;

[55] Enemecio v. Office of the Ombudsman (Visayas), G.R. No. 146731, January 13, 2004, 419 SCRA 82, 91.

[56] Supra note 44.

[57] Rollo at 156.

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