

REMEDIOS NOTA SAPIERA, PETITIONER, VS. COURT OF APPEALS AND RAMON SUA, RESPONDENTS.

G.R. No. 128927. September 14, 1999

Ponente: BELLOSILLO, J.

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BELLOSILLO, J.:

REMEDIOS NOTA SAPIERA appeals to us through this petition for review the Decision of the Court of Appeals[1] which acquitted her of the crime of estafa but held her liable nonetheless for the value of the checks she indorsed in favor of private respondent Ramon Sua.

On several occasions petitioner Remedios Nota Sapiera, a sari-sari store owner, purchased from Monrico Mart certain grocery items, mostly cigarettes, and paid for them with checks issued by one Arturo de Guzman: (a) PCIB Check No. 157059 dated 26 February 1987 for P140,000.00; (b) PCIB Check No. 157073 dated 26 February 1987 for P28,000.00; (c) PCIB Check No. 157057 dated 27 February 1987 for P42,150.00; and, d) Metrobank Check No. DAG - 045104758 PA dated 2 March 1987 for P125,000.00. These checks were signed at the back by petitioner. When presented for payment the checks were dishonored because the drawer's account was already closed. Private respondent Ramon Sua informed Arturo de Guzman and petitioner about the dishonor but both failed to pay the value of the checks. Hence, four (4) charges of estafa were filed against petitioner with the Regional Trial Court of Dagupan City, docketed as Crim. Cases Nos. D-8728, D-8729, D-8730 and D-8731. Arturo de Guzman was charged with two (2) counts of violation of B.P. Blg. 22, docketed as Crim. Cases Nos. D-8733 and D-8734. These cases against petitioner and de Guzman were consolidated and tried jointly.

On 27 December 1989 the court a quo[2] acquitted petitioner of all the charges of estafa but did not rule on whether she could be held civilly liable for the checks she indorsed to private respondent. The trial court found Arturo de Guzman guilty of Violation of B.P. Blg. 22 on two (2) counts and sentenced him to suffer imprisonment of six (6) months and one (1) day in each of the cases, and to pay private respondent P167,150.00 as civil indemnity.

Private respondent filed a notice of appeal with the trial court with regard to the civil aspect but the court refused to give due course to the appeal on the ground that the acquittal of petitioner was absolute. Private respondent then filed a petition for mandamus with the Court of Appeals, docketed as CA-GR SP No. 24626, praying that the court a quo be ordered to give due course to the appeal on the civil aspect of the decision. The Court of Appeals granted the petition and ruled that private respondent could appeal with respect to the civil aspect the judgment of acquittal by the trial court.

On 22 January 1996, the Court of Appeals in CA-GR CV No. 36376 rendered the assailed Decision insofar as it sustained the appeal of private respondent on the civil aspect and ordering petitioner to pay private respondent P335,000.00 representing the aggregate face value of the four (4) checks indorsed by petitioner plus legal interest from the notice of dishonor.

Petitioner filed a motion for reconsideration of the Decision. On 19 March 1997 the Court of Appeals issued a

Resolution noting the admission of both parties that private respondent had already collected the amount of P125,000.00 from Arturo de Guzman with regard to his civil liability in Crim. Cases Nos. 8733 and 8734. The appellate court noted that private respondent was the same offended party in the criminal cases against petitioner and against de Guzman. Criminal Cases Nos. 8733 and 8734 against De Guzman, and Crim. Cases Nos. 8730 and 8729 against petitioner, involved the same checks, to wit: PCIB Checks Nos. 157057 for P42,150.00 and Metrobank Check No. DAG-045104758 PA for P125,000.00.

Thus, the Court of Appeals ruled that private respondent could not recover twice on the same checks. Since he had collected P125,000.00 as civil indemnity in Crim. Cases Nos. 8733 and 8734, this amount should be deducted from the sum total of the civil indemnity due him arising from the estafa cases against petitioner. The appellate court then corrected its previous award, which was erroneously placed at P335,000.00, to P335,150.00 as the sum total of the amounts of the four (4) checks involved. Deducting the amount of P125,000.00 already collected by private respondent, petitioner was adjudged to pay P210,150.00 as civil liability to private respondent. Hence, this petition alleging that respondent Court of Appeals erred in holding petitioner civilly liable to private respondent because her acquittal by the trial court from charges of estafa in Crim. Cases Nos. D-8728, D-8729, D-8730 and D-8731 was absolute, the trial court having declared in its decision that the fact from which the civil liability might have arisen did not exist.

We cannot sustain petitioner. The issue is whether respondent Court of Appeals committed reversible error in requiring petitioner to pay civil indemnity to private respondent after the trial court had acquitted her of the criminal charges. Section 2, par. (b), of Rule 111 of the Rules of Court, as amended, specifically provides: "Extinction of the penal action does not carry with it extinction of the civil, unless the extinction proceeds from a declaration in a final judgment that the fact from which the civil might arise did not exist.

The judgment of acquittal extinguishes the liability of the accused for damages only when it includes a declaration that the fact from which the civil liability might arise did not exist. Thus, the civil liability is not extinguished by acquittal where: (a) the acquittal is based on reasonable doubt; (b) where the court expressly declares that the liability of the accused is not criminal but only civil in nature; and, (c) where the civil liability is not derived from or based on the criminal act of which the accused is acquitted.[3] Thus, under Art. 29 of the Civil Code -

When the accused in a criminal prosecution is acquitted on the ground that his guilt has not been proved beyond reasonable doubt, a civil action for damages for the same act or omission may be instituted. Such action requires only a preponderance of evidence. Upon motion of the defendant, the court may require the plaintiff to file a bond to answer for damages in case the complaint should be found to be malicious.

In a criminal case where the judgment of acquittal is based upon reasonable doubt, the court shall so declare. In the absence of any declaration to that effect, it may be inferred from the text of the decision whether or not acquittal is due to that ground.

An examination of the decision in the criminal cases reveals these findings of the trial court -

Evidence for the prosecution tends to show that on various occasions, Remedios Nota Sapiera purchased from Monrico Mart grocery items (mostly cigarettes) which purchases were paid with checks issued by Arturo de Guzman; that those purchases and payments with checks were as follows:

- (a) Sales Invoice No. 20104 dated February 26, 1987 in the amount of P28,000.00; that said items purchased were paid with PCIBank Check No. 157073 dated February 26, 1987;
- (b) Sales Invoice No. 20108 dated February 26, 1987 in the amount of P140,000.00; that said items purchased were paid with PCIBank No. 157059 dated February 26, 1987;

(c) Sales Invoice No. 20120 dated February 27, 1987 in the amount of P42,150.00; that said items were paid with PCIBank Check No. 157057 dated February 27, 1987;

(d) Sales Invoice No. 20148 and 20149 both dated March 2, 1987 in the amount of P120,103.75; said items were paid with Metrobank Check No. 045104758 dated March 2, 1987 in the amount of P125,000.00.

That all these checks were deposited with the Consolidated Bank and Trust Company, Dagupan Branch, for collection from the drawee bank;

That when presented for payment by the collecting bank to the drawee bank, said checks were dishonored due to account closed, as evidenced by check return slips; x x x x.

From the evidence, the Court finds that accused Remedios Nota Sapiera is the owner of a sari-sari store inside the public market; that she sells can(ned) goods, candies and assorted grocery items; that she knows accused Arturo De Guzman, a customer since February 1987; that de Guzman purchases from her grocery items including cigarettes; that she knows Ramon Sua; that she has business dealings with him for 5 years; that her purchase orders were in clean sheets of paper; that she never pays in check; that Ramon Sua asked her to sign subject checks as identification of the signature of Arturo de Guzman; that she pays in cash; sometimes delayed by several days; that she signed the four (4) checks on the reverse side; that she did not know the subject invoices; that de Guzman made the purchases and he issued the checks; that the goods were delivered to de Guzman; that she was not informed of dishonored checks; and that counsel for Ramon Sua informed de Guzman and told him to pay x x x x

In the case of accused Remedios Nota Sapiera, the prosecution failed to prove conspiracy.

Based on the above findings of the trial court, the exoneration of petitioner of the charges of estafa was based on the failure of the prosecution to present sufficient evidence showing conspiracy between her and the other accused Arturo de Guzman in defrauding private respondent. However, by her own testimony, petitioner admitted having signed the four (4) checks in question on the reverse side. The evidence of the prosecution shows that petitioner purchased goods from the grocery store of private respondent as shown by the sales invoices issued by private respondent; that these purchases were paid with the four (4) subject checks issued by de Guzman; that petitioner signed the same checks on the reverse side; and when presented for payment, the checks were dishonored by the drawee bank due to the closure of the drawer's account; and, petitioner was informed of the dishonor.

We affirm the findings of the Court of Appeals that despite the conflicting versions of the parties, it is undisputed that the four (4) checks issued by de Guzman were signed by petitioner at the back without any indication as to how she should be bound thereby and, therefore, she is deemed to be an indorser thereof. The Negotiable Instruments Law clearly provides -

Sec. 17. Construction where instrument is ambiguous. - Where the language of the instrument is ambiguous, or there are admissions therein, the following rules of construction apply: x x x x (f) Where a signature is so placed upon the instrument that it is not clear in what capacity the person making the same intended to sign, he is deemed an indorser. x x x x

Sec. 63. When person deemed indorser. - A person placing his signature upon an instrument otherwise than as maker, drawer or acceptor, is deemed to be an indorser unless he clearly indicates by appropriate words his intention to be bound in some other capacity.

Sec. 66. Liability of general indorser. - Every indorser who indorses without qualification, warrants to all subsequent holders in due course: (a) The matters and things mentioned in subdivisions (a), (b) and (c) of the next preceding section; and (b) That the instrument is, at the time of the indorsement, valid and subsisting;

And, in addition, he engages that, on due presentment, it shall be accepted or paid or both, as the case may be,

according to its tenor, and that if it be dishonored and the necessary proceedings on dishonor be duly taken, he will pay the amount thereof to the holder or to any subsequent indorser who may be compelled to pay it.

The dismissal of the criminal cases against petitioner did not erase her civil liability since the dismissal was due to insufficiency of evidence and not from a declaration from the court that the fact from which the civil action might arise did not exist.[4] An accused acquitted of estafa may nevertheless be held civilly liable where the facts established by the evidence so warrant. The accused should be adjudged liable for the unpaid value of the checks signed by her in favor of the complainant.[5]

The rationale behind the award of civil indemnity despite a judgment of acquittal when evidence is sufficient to sustain the award was explained by the Code Commission in connection with Art. 29 of the Civil Code, to wit:

The old rule that the acquittal of the accused in a criminal case also releases him from civil liability is one of the most serious flaws in the Philippine legal system. It has given rise to numberless instances of miscarriage of justice, where the acquittal was due to a reasonable doubt in the mind of the court as to the guilt of the accused. The reasoning followed is that inasmuch as the civil responsibility is derived from the criminal offense, when the latter is not proved, civil liability cannot be demanded.

This is one of those cases where confused thinking leads to unfortunate and deplorable consequences. Such reasoning fails to draw a clear line of demarcation between criminal liability and civil responsibility, and to determine the logical result of the distinction. The two liabilities are separate and distinct from each other. One affects the social order and the other private rights. One is for punishment or correction of the offender while the other is for reparation of damages suffered by the aggrieved party x x x x It is just and proper that for the purposes of imprisonment of or fine upon the accused, the offense should be proved beyond reasonable doubt. But for the purpose of indemnifying the complaining party, why should the offense also be proved beyond reasonable doubt? Is not the invasion or violation of every private right to be proved only by preponderance of evidence? Is the right of the aggrieved person any less private because the wrongful act is also punishable by the criminal law?[6]

Finally, with regard to the computation of the civil liability of petitioner, the finding of the Court of Appeals that petitioner is civilly liable for the aggregate value of the unpaid four (4) checks subject of the criminal cases in the sum of P335,150.00, less the amount of P125,000.00 already collected by private respondent pending appeal, resulting in the amount of P210,150.00 still due private respondent, is a factual matter which is binding and conclusive upon this Court.

WHEREFORE, the petition is DENIED. The Decision of the Court of Appeals dated 22 January 1996 as amended by its Resolution dated 19 March 1997 ordering petitioner Remedios Nota Sapiera to pay private respondent Ramon Sua the remaining amount of P210,150.00 as civil liability, is AFFIRMED. Costs against petitioners.

SO ORDERED.

Mendoza, Quisumbing, and Buena, JJ., concur.

[1] Penned by then Associate Justice Buenaventura J. Guerrero and concurred in by Associate Justices Minerva P. Gonzales-Reyes (now an Associate Justice of the Supreme Court) and Romeo A. Brawner.

[2] Regional Trial Court of Dagupan City, Br. 40, presided by Judge Deodoro J. Sison.

[3] Sadio v. RTC of Antique, G.R. No. 94143, 24 September 1991, 201 SCRA 744.

[4] Belen v. Batoy, G.R. No. 76042, 23 February 1990, 182 SCRA 549.

[5] People v. Tugbang, G.R. No. 76212, 26 April 1991, 196 SCRA 341

[6] Report cited in Padilla v. Court of Appeals, No. L-39999, 31 May 1984, 129 SCRA 558.

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