

**LILIA T. AARON, PETITIONER, VS. HON. TEOFILO L. GUADIZ, JR.,
PRESIDING JUDGE OF THE REGIONAL TRIAL COURT OF MAKATI
CITY, BRANCH 147, HON. TEOFISTO T. GUINGONA, JR., SECRETARY
OF...**

G.R. No. 130366. May 21, 2001

Ponente: PARDO, J.

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PARDO, J.:

At issue in this petition for certiorari is whether the Regional Trial Court, Branch 147, Makati City acted with grave abuse of discretion when it dismissed the criminal charges against private respondents for estafa. The petition is to set aside the order[1] dated March 31, 1997, granting the motion to withdraw the information against spouses Lirio.

The facts are not disputed. On March 29, 1995, petitioner Lilia T. Aaron filed with the Makati City Prosecutor's Office a complaint-affidavit[2] for estafa against respondent spouses Lirio. The complaint-affidavit states:

"I, LILIA T. AARON, of legal age, married and with office address at 23[rd] Floor Makati Tuscany, 6751 Ayala Avenue, Makati City, after having been duly sworn to in accordance with law, hereby depose and say, that:

"1. I am engaged in the buy-and-sell of real estate;

"2. On 22 January 1995, I inspected a residential house and lot located at No. 304 Apo Street, Ayala Alabang Village, Muntinlupa, Metro Manila owned by the Spouses Renato and Jocelyn Lirio and covered by TCT No. 149433. A copy of said TCT is hereto attached as Annex "A";

"3. On the same occasion, we proceeded to Dulcinea, together with our brokers, namely: ZDMARLIN FATIMA CULABA, MA. LOURDES H. POSADAS and MA. LUISA NAVEA, where we had preliminary negotiations;

"4. The following day (23 Jan. 1995) I met Mr. Renato Lirio at Café Kristina, Hotel Nikko Manila Garden and with his representation that he and his wife are willing to sell the said property in the amount of PESOS: (P /14.5M) FOURTEEN MILLION FIVE HUNDRED THOUSAND PESOS: (THIRTEEN MILLION EIGHT HUNDRED THOUSAND P / 13.8M net to Renato Lirio) "Deed of Conditional Sale" on 24 January 1995 upon my payment of PESOS: FOUR MILLION FIVE HUNDRED THOUSAND (P /4.5M), I paid Renato Lirio the amount of PESOS: FIVE HUNDRED THOUSAND (P /500,000.00) on the said date of 23 January 1995. A copy of the temporary receipt dated 23 January 1995 is hereto attached as Annex "B";

"5. On 25 January 1995, Renato Lirio induced me to sign the "Deed of Conditional Sale" and the promise that his wife will sign the same later and he took from me the original copy of the "Deed of Conditional Sale". Relying on his representation and assurance that the same will be signed by his wife, I again paid him the amount of PESOS: FOUR MILLION FIVE HUNDRED THOUSAND (P /4.5M) through a Manager's Check. Copies of the "Deed of Conditional Sale" and the handwritten receipt of Renato Lirio are hereto attached as

Annexes "C" and "D", respectively;

"6. Upon the proddings of Mr. Renato Lirio, I paid him on 13 February 1995 the additional sum of PESOS: FIFTY-ONE THOUSAND FIVE HUNDRED SEVEN (P /51,507.00), as according to him he will use said amount in paying the interest of his loan with Citibank;

"7. On 20 February 1995, I again paid Mr. Renato Lirio the amount of PESOS: FIVE MILLION FIVE HUNDRED THIRTY THOUSAND FIVE HUNDRED NINETEEN (P /5,530,519.00), representing his mortgage loan with Citibank. Copy of the receipt dated 20 February 1995 is hereto attached as Annex "E";

"8. On 22 February 1995, I again paid Mr. Renato Lirio the amount of PESOS: EIGHT HUNDRED THOUSAND (P /800,000.00) as evidenced by the receipt hereto attached as Annex "F";

"9. Before I paid Mr. Lirio the above amounts, he was always telling me that the original copy of the "Deed of Conditional Sale" signed by his wife will be delivered to me but that I should pay him the amounts stated therein. I trusted him that he would not deceive or defraud me, I called on his representation that the original of the document will be eventually given to me already, signed by his wife and consequently, I paid him the said amounts. But after payment, he would make excuses that either his wife is sick, busy or some other reasons that the document will just follow;

"10. On 28 February 1995, when Renato Lirio was asking for the full payment or the balance of PESOS: TWO MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT & 04/100 (P /2,477,728.04), I and my husband did not agree until and unless Renato Lirio produces the original copy of the "Deed of Conditional Sale" signed by his wife;

"11. However, Renato Lirio was not able to produce said original copy with his wife's signature. Instead, with his sinister scheme, he offered that a "Deed of Absolute Sale" on the property will be signed by him and his wife upon my full payment of the balance of P /2.4 Million. As I felt I was on the losing end, I and my husband agreed to pay the balance provided that the "Deed of Conditional Sale" will be signed by Renato Lirio's wife. Again, Renato Lirio told us that his wife is busy and that we should set the meeting on another date;

"12. Since 28 February 1995, our brokers have been communicating with Renato Lirio to arrange a meeting with me but he and his wife were always not available. Until finally, a meeting was arranged for 13 March 1995 and I prepared the balance of the purchase price. However, it was again moved to 15 March 1995;

"13. On 14 March 1995, Renato Lirio arrived two (2) hours after our appointed time. It was on the said meeting that he demanded for an additional sum of PESOS: ONE THOUSAND (P /1,000.00) for each square meter or a total of PESOS: SEVEN HUNDRED SEVENTY-FOUR THOUSAND (P /774,000.00) as according to him the price of the property has gone up. I flared up and told him that he was the one who caused the delay and I further informed him that I will sue him;

"14. After the incident of 15 March 1995, my brokers tried to arrange a meeting between Renato Lirio and me to settle the matter but to no avail, as Renato Lirio was deliberately avoiding a meeting with me;

"15. I would not have parted with my money in the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND (P 11,381,000.00) were it not for the representations and assurances of Mr. Renato Lirio as above mentioned;

"16. The spouses Renato and Jocelyn Lirio conspired with each other in falsely pretending to sell their property, by inducing me to sign the "Deed of Conditional Sale" and with the use thereof, both spouses through Renato Lirio fraudulently obtained from me the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND, more or less. As a matter of fact, in one instance when I made payment to Renato Lirio, it was his wife Jocelyn, who was at their office in Makati, who informed me that Mr. Lirio was waiting for me and that the papers were with him;

"17. The above circumstances with the false pretenses and fraudulent acts and representations of Mr. Renato Lirio were witnessed by our brokers, namely: ZDMARLIN FATIMA CULABA, MA. LOURDES H. POSADAS and MA. LUISA NAVEA;

"18. As a consequence, I was defrauded and damaged in the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND (P/11,381,000.00), representing the payments obtained by Renato Lirio from me;

On September 8, 1995, Assistant Prosecutor George B. de Joya filed with the Regional Trial Court, Branch 147, Makati City an information[3] for estafa against spouses Renato S. Lirio and Jocelyn C. Lirio.

On September 11, 1995, respondents filed an "Urgent Motion For Non-Issuance Of Warrant of Arrest Against the Accused And Motion For the Dismissal Of The Case Due To Utter Lack of Probable Cause." [4]

On September 13, 1995, respondents filed a "Motion To Defer Arraignment," praying that the arraignment be held in abeyance until after the final resolution of their urgent motion for non-issuance of warrant of arrest where they sought dismissal of the case due to non-existence of probable cause and pending resolution of their petition for review with the Department of Justice.[5]

On September 19, 1995, petitioners filed a consolidated opposition to the "Urgent Motion for Non-Issuance of Warrant of Arrest Against the Accused and Motion for the Dismissal of the Cause Due to Utter Lack of Probable Cause" and the "Motion to Defer Arraignment." [6]

On October 3, 1995, the trial court issued an order dismissing Criminal Case No. 95-1938, due to absence of probable cause.[7]

On October 19, 1995, the trial prosecutor[8] filed with the trial court a motion for reconsideration which the court denied in an order[9] [dated November 9, 1995.

On November 29, 1995, petitioner filed with the Court of Appeals a petition for certiorari.[10] On August 19, 1996, the Court of Appeals rendered a decision[11] in favor of the petitioner, the dispositive portion of which reads:

"WHEREFORE, the petition is given due course. The orders dated October 3, 1995 and November 9, 1995 are ordered reinstated. The Department of Justice is directed to reinstate private respondent's petition for review, rule thereon on the merits, and submit a report as to the results thereof to the court a quo within thirty (30) days from notice of this decision. Thereafter, the court a quo shall take further appropriate proceedings and resolve all pending motions or incidents in light of applicable jurisprudence."

In a letter dated September 12, 1996, the Secretary of Justice reversed the questioned resolution finding no probable cause for estafa against the spouses Lirio and directed the City Prosecutor of Makati to move, with leave of court, for the withdrawal of the information for estafa filed against respondents-spouses.[12]

Subsequently, on October 25, 1996, petitioner filed with the Department of Justice a motion for reconsideration,[13] but the Chief State Prosecutor denied the same on December 2, 1996.[14]

On December 27, 1996, petitioner filed an appeal with the Office of the President.[15] But with no relief in sight, the petitioner withdrew the appeal.[16]

On March 31, 1997, the Regional Trial Court, Branch 147, Makati City issued an order granting the motion to withdraw information filed by the trial prosecutor and thereby dismissing the case against the spouses Lirio for estafa.[17]

Hence, this petition.[18]

Petitioner alleges that respondent Judge committed grave abuse of discretion tantamount to lack of jurisdiction in dismissing Criminal Case No. 95-1938, for estafa against respondent spouses Lirio.

The petition is without merit. There was no showing of deceit in the transaction. Hence, no estafa. The obligation is civil.

On November 9, 1999, the parties entered into a compromise agreement[19] in Civil Case No. 95-030, an action for the rescission of the contract of sale between the parties, which the lower court approved. The Compromise Judgment reads as follows:

"x x x x x x x x

"COMPROMISE AGREEMENT"

"THE PARTIES, hereby enter into the following Compromise Agreement, to wit:

"1. Plaintiffs and Defendant binds themselves to push through with their original agreement stated in their Conditional Deed of Sale dated 19 January 1995 subject to the terms and conditions stipulated thereto by the execution of the Plaintiffs of the necessary Deed of Absolute Sale for the property located at No. 304 Apo Street, Ayala Alabang Village, covered by TCT No. 149433 of the Register of Deeds of Makati City in favor of the Defendant upon the payment of the net unpaid balance of the latter in the sum of P3,200,000.00.

"2. Plaintiffs after the execution of the aforesaid Deed of Absolute Sale over the subject property in favor of the Defendant shall be given or allowed to remain in possession or occupancy of the said property until after 30 April 2000.

"3. Plaintiffs and defendant mutually waive and quitclaim any or claims for damages against each other in the above-entitled case as well as their other case still pending before the Honorable Supreme Court with G. R. No. 130366.

"4. Both parties bind themselves to respect and comply with the Compromise Agreement in utmost good faith and sincerity.

"5. This Compromise Agreement is not contrary to law, morals, public order or public policy.

"WHEREFORE, premises considered it is respectfully prayed of this Honorable Court that judgment issue in this case at bar on the said Compromise Agreement between the parties.

"Makati for Muntinlupa City.

"(sgd) RENATO S. LIRIO (sgd) LILIA T. AARON

"Plaintiff Defendant

"(sgd) JOCELYN C. LIRIO

"Plaintiff

"Assisted by:

"(sgd) ATTY. DONARDO R. PAGLINAWAN

"Counsel for Plaintiff

"(sgd) ATTY. HOMOBONO ADAZA

"Counsel for Defendant

"Parties also agreed to include the original CONDITIONAL DEED OF SALE between spouses Renato Lirio

and Jocelyn C. Lirio and Lilia Aaron as an integral part of this Compromise Agreement and to comply with the terms and conditions thereof.

"Finding therefore the foregoing "COMPROMISE AGREEMENT" to be not contrary to law, morals, customs, public orders and public policy, the same is hereby approved and judgment rendered in accordance thereto. The parties are enjoined to faithfully and strictly observe the terms and conditions thereof which shall operate as the law between them.

"It is SO ORDERED.

"Muntinlupa City, November 9, 1999.

"(Sgd)

"N. C. PERELLO

"Presiding Judge"[20]

On December 7, 1999, respondents filed with this Court a manifestation and motion to dismiss[21] with the conformity of petitioner, attaching the compromise agreement approved by the lower court.

WHEREFORE, the petition is dismissed, without costs.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, Kapunan, and Ynares-Santiago, JJ., concur.

[1] Rollo, p. 37.

[2] I. S. No. 95-3361; Rollo, pp. 54-58.

[3] Docketed as Criminal Case No. 95-1938; Rollo, p. 69.

[4] Rollo, pp. 70-74.

[5] Rollo, pp. 80-81.

[6] Rollo, pp. 82-87.

[7] Rollo, pp. 88-93.

[8] Rollo, pp. 94-98.

[9] Rollo, pp. 99-101.

[10] Docketed as CA-G. R. SP No. 39139.

[11] Rollo, pp. 38-52.

[12] Petition, Annex "H", Rollo, pp. 102-107.

[13] Petition, Annex "I", Rollo, pp. 108-121.

[14] Petition, Annex, "I-1", Rollo, p. 122.

[15] Petition, Annex "J", Rollo, pp. 123-135.

[16] Petition, Annex "K", Rollo, p. 136.

[17] Original Record, p. 302.

[18] Filed on September 15, 1997; Rollo, pp. 3-36.

[19] Rollo, pp. 245-248.

[20] Rollo, pp. 245-246.

[21] Rollo, pp. 242-246.

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