

MIRAFLOR M. SAN PEDRO, PETITIONER, VS. THE PEOPLE OF THE PHILIPPINES AND THE HON. COURT OF APPEALS, RESPONDENTS.

G.R. No. 133297. August 15, 2002

Ponente: QUISUMBING, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-133297/>

QUISUMBING, J.:

Before us is a petition for review[1] seeking the reversal of the decision[2] dated March 31, 1998 of the Court of Appeals in CA-G.R. CR No. 19922, affirming the decision[3] of the Regional Trial Court of Makati City, Branch 134 in Criminal Case No. 93-9430.

Petitioner Miraflor San Pedro was charged with violation of Batas Pambansa Blg. 22 or the Bouncing Checks Law. The information[4] reads as follows:

That in or about the month of September, 1992, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, did then and there willfully, unlawfully, and feloniously make or draw and issue to Evelyn V. Odra to apply on account or for value the check/s described below:

Check No.

:

167407

Drawn Against

:

Equitable Bank

In the Amount of :

:

P246,130.40

Dated/Postdated

:

February 28, 1993

Payable to : Evelyn Odra said accused well knowing that at the time of issue thereof, accused did not have sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment, which check when presented for payment within ninety (90) days from the date thereof, was subsequently dishonored by the drawee bank for the reason "Account Closed" and, despite receipt of notice of such dishonor, the said accused failed to pay said payee the face amount within five (5) banking days after receiving notice.

Contrary to law.

Upon arraignment, she pleaded not guilty. Thereafter, trial ensued.

The facts are summarized by the Court of Appeals as follows:

Sometime in March 1992, the complainant [private complainant] joined Raffles and Company, an entity dealing with Pyrex cooking utensils, as Sales Consultant. She convinced the accused (petitioner) to join her in said firm and the latter acceded.

The [private complainant] and the (petitioner) became friends, such that the former entrusted to the latter Pyrex items to be sold to third persons. In the course of their dealings, the (petitioner) became indebted to the [private complainant] in the amount of P300,000.00.

The [private complainant] claimed that she made demands for payment of the P300,000.00 account of the (petitioner) by going to her house in Rosario, Pasig, and the (petitioner) assured to pay her, and promised to issue a check as a security. Sometime in September, 1992, the (petitioner) went to the office of the [private complainant] at the City Trust Banking Corporation here in Makati, and issued the check in question which was postdated February 28, 1993 (Exhs. 'A' to 'A-2'). On March 3, 1993, [private complainant's] depository bank returned the check as it was dishonored for the reason - 'Account Closed'. Demands were made on the (petitioner) to pay the face value of the check but she failed to pay. The [private complainant] consulted a lawyer, who sent a demand letter dated March 15, 1993, urging the (petitioner) to pay the face value of the check within five (5) days from receipt of the same (Exh. 'B'). The letter was personally received by the (petitioner) on March 16, 1993 (Exh. 'B-2'). The (petitioner) failed to pay the face value of the check, hence, the [private complainant] initiated the filing of this action.[5]

On February 15, 1996, the trial court rendered its decision finding petitioner guilty beyond reasonable doubt of violating B.P. 22. It found that petitioner drew and issued the check for value, as payment for the loan due to private complainant. Being a nurse and an insurance underwriter, petitioner was intelligent enough to know the consequences of issuing a check, said the trial court. Petitioner was sentenced to one year imprisonment and to pay private complainant the sum of P246,130.40, and the costs.[6]

Petitioner appealed to the Court of Appeals, arguing that the trial court erred in disregarding her defense that she did not issue the check for value. Her appeal was denied by the appellate court on March 31, 1998, as it affirmed the trial court's decision and held that a check issued as an evidence of debt, though not intended for payment, has the same effect as an ordinary check and falls within the ambit of B.P. 22. It also stressed that said law punishes issuance of a bouncing check, and not the purpose for which it was issued nor the terms and conditions under which it was issued. The Court of Appeals stressed that the law does not make any distinction on whether the checks were issued in payment of an obligation or merely to guarantee the said obligation.[7]

Hence, this petition, where petitioner raises the sole issue of whether or not the requisite that the check be made, drawn, and issued to apply on account or for value is present.

Petitioner argues that for her to be held liable under B.P. 22, she must have drawn and issued the check to apply on account or for value. She insists that this element is absent in this case. While she admits having issued the

questioned check, she claims she issued it not for value but merely as an accommodation to help private complainant, Evelyn Odra, show her sister that she (Odra) had accounts receivables from petitioner. Purportedly, Evelyn requested this favor to save herself from some embarrassment that she was then, allegedly, in danger of facing. The check having been issued merely as accommodation, petitioner asserts that she could not be convicted of violating B.P. 22.

We find the justification claimed by petitioner unavailing. It is clear from her own testimony that she owed certain amounts to Evelyn although she asserts having settled her account before she issued the bounced check.[8] This assertion, however, lacks sufficient evidentiary support. She never presented receipts of payments that would have served as the best evidence to prove her defense of payment. While her testimony shows that she has made several payments to private complainant,[9] it is unclear whether she has fully settled her obligation as she claims. In contrast, we find that it was sufficiently established in the trial court that petitioner owed private complainant certain amounts of money. This fact became even more clear when she asked Evelyn to update her account.[10]

Petitioner's theory that the questioned check was issued merely as an accommodation to private complainant and not for value is likewise baseless and self-serving. There was no evidence of a special relationship between petitioner and private complainant that would explain why petitioner would issue a check to the latter for no consideration at all. Moreover, her testimony on the matter is replete with irreconcilable inconsistencies and is, at best, obscure. Her justification for issuing the check was obviously concocted in a futile attempt to exonerate herself. In contrast, we find that the trial court and the Court of Appeals correctly found that petitioner issued the questioned check as security for her remaining debt to private complainant.

We have held that a check issued as evidence of debt, though not intended to be presented for payment, has the same effect as an ordinary check. It is within the purview of B.P. 22, Section 1, which is explicit that "any person who makes or draws and issues any check to apply for an account or for value, knowing at the time of issue that he does not have sufficient funds in or credit with the drawee bank x x x which check is subsequently dishonored x x x shall be punished by imprisonment of not less than thirty days but not more than one (1) year or by a fine of not less than but not more than double the amount of the check which fine shall in no case exceed Two hundred thousand pesos, or both such fine and imprisonment at the discretion of the court." [11] Such check falls within the ambit of B.P. 22 because what the law punishes is the issuance of a bouncing check, not the purpose for which it was issued nor the terms and conditions relating to its issuance. The mere act of issuing a worthless check is *malum prohibitum*. [12]

The law does not make any distinction as to whether the checks within its contemplation are issued in payment of an obligation or merely to guarantee the said obligation. Inasmuch as the law has not made any distinction in this regard, no such distinction can be made by means of interpretation or application. [13] True, this court has held that where the questioned checks have been issued not to apply on account or for value, there can be no violation of the penal law because the first element of the offense would not be present. [14] As previously mentioned, however, the questioned checks have been issued to apply on account or for value.

It has sufficiently been established that petitioner Miraflor San Pedro issued the bouncing check to cover the receipt of an actual valuable consideration. When the questioned check was deposited, it was returned to private complainant for the reason "Account Closed". Despite notice and several demands personally made upon petitioner to make good the amount of the check, she made no arrangement to pay private complainant. Hence, she is liable for violating B.P. 22.

Pursuant to Administrative Circular No. 12-2000, however, a prison sentence need not be imposed on petitioner. The alternative penalty of fine, in the discretion of the Court, as provided by the law in Sec. 1 of B.P. 22, suffices.

The ends of criminal justice would be best served, as held in *Vaca vs. Court of Appeals*[15] and in *Lim vs. People*,[16] by requiring petitioner to pay a fine in the maximum amount of P200,000, instead of having her serve a prison term, which in this case could be an unnecessary deprivation of personal liberty and economic usefulness.

WHEREFORE, the assailed decision of the Court of Appeals dated March 31, 1998, in CA-G.R. No. 19922, finding petitioner MIRAFLOR M. SAN PEDRO guilty of violating Batas Pambansa Blg. 22, is AFFIRMED with MODIFICATION. The penalty of imprisonment is deleted. In lieu thereof, she is ordered to pay a fine in the amount of P200,000. Petitioner is also ordered to pay private complainant the amount of P246,130.40, representing the value of the check, as well as the costs.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, and Corona, JJ., concur.

[1] Rollo, pp. 8-12.

[2] Id. at 53-58.

[3] Id. at 17-21.

[4] Records, p. 1.

[5] Rollo, pp. 54-55.

[6] CA Rollo, pp. 16-20.

[7] Rollo, pp. 53-57.

[8] TSN, June 14, 1995, p. 14.

[9] TSN, April 21, 1995, pp. 7-9.

[10] Id. at 16.

[11] See *Dico vs. CA*, G.R. No. 116566, 305 SCRA 637, 642 (1999) citing *Cruz vs. CA*, G.R. No. 108738, 233 SCRA 301,307 (1994).

[12] *Llamado vs. CA*, G.R. No. 99032, 270 SCRA 423, 431 (1997).

[13] *Supra*, note 11 citing *Que vs. People*, G.R. No. L-75217, 154 SCRA 160, 164 (1987).

[14] See *Magno vs. CA*, G.R. No. 96132, 210 SCRA 471 (1992) and *Idos vs. CA*, G.R. No. 110782, 296 SCRA 194 (1998).

[15] G.R. No. 131714, 298 SCRA 658 (1998).

[16] G.R. No. 130038, 340 SCRA 497, 504 (2000).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.