

**RICARDO ALCANTARA, PETITIONER, VS. HON. COURT OF APPEALS
AND PEOPLE OF THE PHILIPPINES, RESPONDENTS.***G.R. No. 147259. November 24, 2003*

Ponente: CALLEJO, SR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-147259/>**CALLEJO, SR., J.:**

This is a petition for review on certiorari of the Decision^[1] of the Court of Appeals (CA) in CA-G.R. CR No. 21068 affirming in toto the decision of the Regional Trial Court of Makati City, Branch 62, in Criminal Cases Nos. 90-5020 and 90-5023.^[2]

Carlita was intending to sell a parcel of land she owned located in the Bel-Air Subdivision, Barangay Merville, Makati, Metro Manila, covered by Transfer Certificate of Title No. 158630 and her house constructed thereon for P22,000,000. Sometime during the first week of September 1990, Peter Dy Lee arrived in her boutique (jewelry shop) located at the ABC Building, Guadalupe, Makati City. Lee told Carlita that he was under the employ of Virgilio Tulalian, the President of Junior Express, Inc., and Ricardo Alcantara, the Vice-President for Operations of said corporation. As his employers were in the import and export business, Lee proposed that garments made by his employers be produced for her shop. In the course of the conversation, Carlita mentioned that she wanted to sell her property.

About the second week of September 1990, Alcantara and Tulalian arrived in the shop and told Carlita that they wanted to order garments from her. Tulalian also told her that his company, the Junior Express, Inc., was interested to buy her property. Tulalian then asked Carlita to lend to him P3,000,000 to facilitate the approval and release of his loan in Singapore in the amount of US\$2,000,000.^[3] Tulalian proposed to repay the loan and to pay for the property from the proceeds of the loan from Singapore, within a period of sixty days. Tulalian also offered to draw and deliver to Carlita a postdated check of P3,000,000, to guarantee the payment of the loan. Additionally, Tulalian and Alcantara also offered a parcel of land owned by Alcantara as collateral. The property was located in Binangonan, Rizal, covered by Original Certificate of Title (OCT) No. M-5410, issued on August 22, 1989 based on a free patent executed on December 21, 1988. Carlita replied that she would discuss their proposals with her lawyer.

In the meantime, Carlita inquired from Dr. Gorgonio Reyes, Alcantara's compadre, if the latter was a reliable person. Dr. Reyes told her that Alcantara was a former schoolmate of his, and assured her that he was a good person. Sgt. Honorato Glean, a Makati policeman, Alcantara and Carlita inspected Alcantara's property and made inquiries from the Bureau of Lands/Register of Deeds as to its ownership. Carlita and Sgt. Glean were able to confirm that indeed Alcantara and his wife Teresita were the registered owners of the property.^[4] Carlita finally agreed to lend P3,000,000 to Tulalian. She then borrowed the amount from Inocencio Carag and mortgaged her Bel-Air property to guarantee the payment thereof.

On November 5, 1990, Carlita, Tulalian and Alcantara executed a Contract of Conditional Deed of Sale^[5] where they agreed that (a) Tulalian would purchase Carlita's property for P22,000,000; (b) until payment of the purchase

price, Carlita would remain the owner of the property and would be entitled to its possession; (c) Carlita and Tulalian shall then form a partnership after a deed of absolute sale shall have been executed in favor of Tulalian, and the property shall then be used for a garment factory; (d) Tulalian shall pay the purchase price of the property with the proceeds of his approved loan from abroad; (e) the loan of P3,000,000 was granted to Tulalian with interest of 10% per month; (f) the purchase price of the property as well as Tulalian's P3,000,000 loan shall be paid within a period of sixty days from the proceeds of Tulalian's approved loan from Singapore; (g) to insure the payment of the said loan and purchase price of Carlita's property, Alcantara shall execute a deed of assignment in her favor over his Binangonan property.[6]

On the same date, Alcantara, with the marital consent of his wife Teresita, executed a deed of assignment of title of real estate property[7] in favor of Carlita in which he mortgaged the Binangonan property covered by OCT No. M-5410 as collateral to guarantee the said transaction. It was also covenanted that upon Tulalian's failure to pay the P3,000,000 loan within sixty days from the date thereof, Carlita shall have the right to "exercise the right and attributes of ownership over the property." Tulalian and Jose Bartolata signed the deed as witnesses. Alcantara turned over the owner's duplicate of OCT No. M-5410 over the property. She had the deed of assignment annotated, and delivered the same to Alcantara and his wife Teresita the amount of P3,000,000; P2,000,000 in cash, and P1,000,000 in the form of a check. Tulalian and Bartolata drew and delivered to Carlita Check No. 07034049 in the amount of P3,000,000, postdated November 30, 1990 and drawn against the account of Junior Express, Inc. in the International Corporate Bank[8] as guarantee for the payment of Tulalian's loan in the amount of P3,000,000.[9] When Carlita inquired from the drawee Bank if the depositor had sufficient funds in the said account to answer for the amount of the check, she was told that the check was drawn against insufficient funds but that the drawee was expecting some remittances from Singapore. Tulalian and Bartolata also drew Check No. 07034050 postdated November 30, 1990 in the amount of P5,000,000,[10] and Check No. 07034051 postdated December 20, 1990 in the amount of P5,500,000,[11] each drawn against Junior Express, Inc.'s account with the said bank in favor of Carlita, in partial payment of the purchase price of her property.

Subsequently, Tulalian and Bartolata went to Singapore to follow up Tulalian's loan. Carlita followed suit. However, the transaction broke down and failed. Consequently, Tulalian failed to pay the loan as well as the purchase price of Carlita's property. Despite repeated demands by Carlita made in the company of Sgt. Glean and Dr. Reyes, Tulalian, Bartolata and Alcantara failed to pay. Alcantara asked Carlita to be more patient and not to deposit the checks, as he was waiting for Tulalian and Bartolata to return from Singapore.

When the obligations remained unpaid, Carlita presented the checks to the drawee bank on January 11, 1991. The checks were dishonored by the drawee bank for the reason that the checks were drawn against insufficient funds. As of January 11, 1991, the balance in the account of Junior Express, Inc. was only P205,100.15.[12] Because of Tulalian and Alcantara's failure to pay the P3,000,000 loan, Inocencio Carag charged Carlita with violation of Batas Pambansa Blg. 22 in the RTC of Quezon City.[13]

On June 4, 1991, Carlita received a letter from Atty. Rafael Mateo, counsel of Jaime Alcantara. She was informed that Jaime was a brother of Ricardo and Romulo Alcantara, and that the property covered by OCT No. M-5410 was owned not only by Ricardo Alcantara but also by Jaime Alcantara and their brother Romulo. Furthermore, Carlita was told that the property had already been the subject of a partition and approved Subdivision Plan No. Psa-229122 in the name of Juana Aramil; that the brothers Romulo and Jaime Alcantara never received a part of Tulalian's P3,000,000 loan; and that Ricardo Alcantara had no authority to assign or mortgage the said property to Carlita. Finally, Jaime Alcantara demanded that she surrender the owner's duplicate of the said title within ten days.[14] Carlita failed to comply.[15]

On June 15, 1991, Giovani Diestro and Jaime Alcantara, represented by Romulo Alcantara, filed a civil complaint

against Carlita and the Spouses Ricardo and Teresita B. Alcantara with the RTC of Binangonan, Rizal, for reconveyance and/or partition with damages and specific performance. The plaintiffs therein alleged inter alia that the plaintiffs Jaime and Romulo Alcantara and the defendant Ricardo Alcantara were co-owners of the property: the plaintiff Jaime Alcantara owned an undivided one-half of the property; the one-fourth undivided portion was owned by the defendant Ricardo Alcantara; and the other undivided one-fourth portion was owned by Romulo Alcantara. It was further alleged that Ricardo Alcantara, through fraud, was able to secure a free patent over the entire property in his name;^[16] and that the deed of conditional sale executed by Ricardo Alcantara in Carlita's favor was null and void insofar as his undivided share was concerned, being contrary to Section 118 of Commonwealth Act 141, as amended.^[17]

The plaintiffs therein prayed that, after due proceedings, judgment be rendered in their favor, thus:

- As against defendant spouses, to reconvey to plaintiffs Giovani Diestro and Jaime Alcantara their share, rights, interest and participation in the property covered by Original Certificate of Title No. M-5410 only to the extent of $\frac{1}{4}$ and $\frac{1}{2}$, respectively;
- As against defendant Marcantonio, to deliver duplicate owner's copy of Original Certificate of Title No. M-5410 to herein plaintiff, the assigned being null and void;
- To pay actual damages of P100,000.00;
- To pay exemplary damages of P100,000.00;
- To pay moral damages of no less than P100,000.00;
- To reimburse plaintiff attorney's fee of P300,000.00 plus P1,000.00 for every court appearance;
- To compensate cost of suit and other expenses of litigation;^[18]

Appended to the complaint was a waiver executed by Ricardo and his wife Teresita on June 4, 1991. The waiver contained the following: that Juana Aramil executed a deed of absolute sale over three parcels of land covered by Tax Declaration Nos. 15-0179, 15-0180 and 15-0181 on June 26, 1979, in favor of his brothers Romulo and Jaime Alcantara in the following proportions: Ricardo Alcantara - $\frac{1}{4}$ undivided portion; Jaime Alcantara - $\frac{1}{2}$ undivided portion; Romulo Alcantara - $\frac{1}{4}$ undivided portion; that he applied for a free patent over the parcel of land identified as Lot 10827, Cad-609-D covered by Tax Declaration No. 15-0179 in his name which was granted; that based on the said patent, OCT No. M-5410 was issued in his name; that he was waiving his right over the said lot in favor of his brothers as follows: Jaime Alcantara - $\frac{1}{2}$ undivided portion; Romulo Alcantara - $\frac{1}{4}$ undivided portion; and that Ricardo was ready, upon demand, to execute a deed of conveyance over the said portions in favor of his brothers.^[19]

Carlita filed a cross-claim against the defendant spouses Ricardo and Teresita alleging that the deed of assignment they executed in her favor was valid. In their answer to the complaint, the defendant spouses alleged that Ricardo was merely a co-owner of the property and that he had executed a waiver in favor of his brothers Jaime and Romulo. Anent Carlita's cross-claim against them, the defendant spouses averred inter alia that the deed of assignment was null and void because they were induced through insidious words and machinations, into executing the deed of assignment, and that the same was contrary to law, moral and public policy, being contrary to Section 118, Commonwealth Act 141, as amended.^[20]

For her part, Carlita filed a criminal complaint against Alcantara, Tulalian and Bartolata for estafa and violations of B.P. Blg. 22 docketed as I.S. 92-612. After the requisite preliminary investigation, an Information was filed with the RTC of Makati, charging Tulalian, Ricardo Alcantara and Jose Bartolata with estafa docketed as

Criminal Case No. 92-5020, the accusatory portion of which reads:

That on or about the 31st day of October 1990, in the Municipality of Makati, Metro Manila, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and all of them mutually helping and aiding one another, did then and there willfully, unlawfully and feloniously defraud one CARLITA MARC ANTONIO (sic) in the following manner, to wit: The said accused, by means of deceit and false pretenses to the effect that they have the necessary credit, were able to induce the complainant Carlita Marc Antonio into delivering to them the total sum of P3,000,000.00 as loan which they falsely promised to pay within the period of sixty (60) days upon their false manifestations and fraudulent representations that they will use the same in securing US\$2,000,000.00 abroad with which to pay off the said complainant for the P22,000,000.00 value of her house and lot located in Bel-Air, Makati, subject of their deed of conditional sale and upon their further false representation that the said loan and their obligation under said deed of conditional sale were amply secured by three (3) postdated checks issued by Virgilio Tulalian and a deed of assignment executed by accused Ricardo Alcantara over a parcel of land which the said accused represented to be exclusively owned by him, the said accused fully knowing that their said representations were all false and fraudulent as (1) they did not have any slightest intention from the start to pay said loan; (2) the three (3) checks issued by accused Virgilio Tulalian were not covered by sufficient funds and were, in fact, all dishonored on said ground; and (3) the real property in Binangonan, Rizal was not exclusively owned by accused Ricardo Alcantara but co-owned by him with other persons, to the damage and prejudice of the said complainant Carlita Marc Antonio in the aforestated amount of P3,000,000.00.[21]

Three other Informations were filed against Tulalian and Bartolata with the RTC, docketed as Criminal Cases Nos. 92-5021, 92-5022 and 92-5023 for violation of B.P. Blg. 22. The accusatory portion of the three uniformly worded Informations is as follows:

That on or about the 31st day of October 1990, 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 CARLITA MARC ANTONIO to apply on account or for value the check described below:

Check No.

:

07034049

Drawn Against

:

The International Corporate Bank

In the amount of :

P3,000,000.00

Dated/Posted :

November 30, 1990

Payable to :

Carlita Marc Antonio

said accused well knowing that at the time of issue they 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 "DRAWN AGAINST INSUFFICIENT FUNDS," and despite receipt of notice of

such dishonor, the accused failed to pay said payee the face amount of said check or to make arrangement for full payment thereof within five (5) banking days after receiving notice.[22]

Alcantara and Tulalian were arraigned with the assistance of counsel and entered their respective pleas of not guilty to all the charges. However, Jose Bartolata remained at large. A joint trial thereafter ensued.

Evidence for the Accused

Alcantara, a retired government dentist, testified that it was only Tulalian and Bartolata who secured the loan in the amount of only P2,000,000 from Carlita.[23] He assured Carlita before she delivered the P2,000,000 that he was the owner of the property covered by Original Certificate of Title No. M-5410.

Tulalian testified that, in 1991, Carlita showed him samples of garments to be sold by her to a foreign buyer. He then decided to purchase the garments and sell the same himself. He later purchased garments from Carlita.[24] She, thereafter, proposed that the two of them forge a joint venture and he had agreed. He asked Carlita for a P2,000,000 loan for the procurement of equipment and other things from Singapore, and the latter agreed, on the condition that he put up collateral for the loan.[25] Alcantara agreed to use his Binangonan property as collateral for the loan. Tulalian received the said amount from Carlita and gave the same to Alcantara and Bartolata who, in turn, deposited the same in their account in the International Corporate Bank.[26] Alcantara executed a deed of assignment of real estate property in favor of Carlita, and was also made to sign the deed of conditional sale. Alcantara and his wife, along with Bartolata, went to Singapore for their respective business conferences.[27] Tulalian was supposed to receive US\$900,000,000 from investors in Singapore. However, two weeks after their arrival, Bartolata suffered a stroke and was brought to a hospital. When Bartolata recovered, he returned to the Philippines while Tulalian remained in Singapore. He received word from the investors to proceed to Hongkong on January 27, 1992. But because he was arrested by policemen in the Philippines on January 24, 1992, Tulalian was unable to go to Hongkong as scheduled, to consummate his transactions with the investors and to receive the proceeds of his US\$900,000,000 loan.[28]

Tulalian admitted that he drew and delivered the three checks to Carlita to enable her to show the same to her American husband and to convince the latter that there was a prospective buyer of their property.[29] The checks were drawn against the account of Junior Express, Inc., where he served as the president, Alcantara as the vice-president, and Jose Bartolata as the executive vice-president.[30]

In the meantime, the RTC rendered judgment on February 26, 1997 in Civil Case No. 549-B ordering the dismissal of the complaint.[31]

The trial court rendered judgment convicting Tulalian and Alcantara of estafa in Criminal Case No. 92-5020; and Tulalian of violation of B.P. Blg. 22 in Criminal Case No. 92-5021; and acquitting them in Criminal Cases Nos. 92-5022 and 92-5023. The decretal portion of the decision reads:

WHEREFORE, in Criminal Case No. 92-5020, this Court finds accused Virgilio Tulalian and Ricardo Alcantara guilty beyond reasonable doubt, as principals of Violation of Article 315, paragraph 2(a) of the Revised Penal Code and sentence them to an indeterminate penalty from Seventeen (17) years, four (4) months and one (1) day of reclusion temporal, as minimum, to Twenty (20) years of reclusion temporal, as maximum, and to indemnify complainant Carlita Marc Antonio the sum of Three Million (P3,000,000.00) Pesos, without subsidiary imprisonment in case of insolvency, with costs. The information in Criminal Case No. 92-5020, insofar as accused Jose Bartolata is concerned, is ordered archived, pending his arrest. Issue alias warrant of arrest against accused, Jose Bartolata, in Criminal Case No. 92-5020.

In Criminal Case No. 92-5021, this Court finds accused Virgilio Tulalian guilty beyond reasonable doubt, as principal of Violation of Section 1 of B.P. 22 and sentences him to suffer straight penalty of One (1) Year,

together with all the accessory penalties provided by law, and to pay the costs.

The information in Criminal Case No. 92-5021 against Jose Bartolata is ordered archived pending his arrest. Issue a warrant for his arrest in Criminal Case No. 92-5021.

In Criminal Cases Nos. 92-5022 and 92-5023, for Violation of B.P. 22, accused Virgilio Tulalian is acquitted for insufficiency of evidence. There being no probable cause exists against Jose Bartolata, the Informations against him in Criminal Cases Nos. 92-5022 and 92-5023 are dismissed; and the warrant of arrest issued against him in said Crim. Cases Nos. 92-5022 and 92-5023 are cancelled and recalled.

SO ORDERED.[32]

On appeal, the Office of the Solicitor General posited in its consolidated brief for the appellee that the appellants' appeal from the decision of the trial court convicting them of estafa was meritorious. The Court of Appeals, however, rendered judgment affirming in toto the decision of the trial court. The CA found that appellant Alcantara deceived Carlita into granting a P3,000,000 loan to Tulalian payable in sixty (60) days, on the appellant's false representation that he was the owner of the property. The CA also stated that although the private complainant had the opportunity to check on the petitioner's and Tulalian's background, the same was a part of a ploy to deceive her.

Appellant Alcantara, now petitioner, filed a petition for review on certiorari of the decision of the CA, with the following assignment of errors:

THE RESPONDENT COURT OF APPEALS ERRED IN FINDING THE PETITIONER GUILTY OF THE CRIME OF ESTAFA PUNISHABLE UNDER ARTICLE 315, PAR. 2(A) OF THE REVISED PENAL CODE.[33]

The Office of the Solicitor General manifested that it was adopting its Consolidated Appellee's Brief filed in the CA as its comment on the petition; and recommended that the decision of the RTC be reversed and that the petitioner be acquitted of estafa.

The petitioner avers that he never deceived the private complainant into believing that he had credit and business. She even had his and Tulalian's background checked and she was satisfied that they were good persons. He never deceived the private complainant into believing that he was the owner of the Binangonan property. He is, in fact, the registered owner of the property as evidenced by OCT No. M-5410, and even turned over the owner's duplicate of the title to Carlita. She even inspected the property, verified the title in the Office of the Register of Deeds, and confirmed that indeed the petitioner was the owner of the property. The private complainant was a businesswoman in her own right and would not have parted with her P3,000,000 unless she was certain that he was the owner of the property. The petitioner further alleged that the three checks[34] issued to the private complainant were drawn by Tulalian and Bartolata, and that he merely guaranteed the payment of the said loan with his property.

For its part, the Office of the Solicitor General contends that Tulalian and the petitioner never deceived the private complainant into parting with the P3,000,000, ratiocinating, thus:

On the contrary, the complainant herself testified that she made inquiries about the business standings of the appellants and was satisfied therewith.

To the same effect was her testimony in Civil Case No. 349-B. In fact, she even went to Singapore upon learning that the appellants were going there to follow up their loan. Unfortunately, the deal collapsed.

It is crystal clear then that there was no pretense involved. There was no deceit. Neither was there evidence adduced that appellants were not reputable businessmen.

This is especially true in regard to Alcantara. He was merely a guarantor and in fact offered his real estate as a collateral to secure the P3,000,000.00 loan extended to Tulalian. What is more, he was not even a signatory in the check issued to secure the loan. The check was signed by Tulalian and Bartolata.[35]

The petition is meritorious.

Article 315, paragraph 2(a) of the Revised Penal Code, as amended, by Republic Act No. 7659 reads:

Art. 315. Swindling (estafa). - Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

...2. By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:

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

The elements of the felony are as follows:

- That there must be a false pretense, fraudulent act or fraudulent means.
- That such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud.
- 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.
- That as a result thereof, the offended party suffered damage.[36]

In *People v. Balasa*,[37] this Court explained that fraud in its general sense is deemed to comprise anything calculated to deceive, including all acts, omissions, and concealment involving a breach of legal or equitable duty, trust, or confidence justly reposed, resulting in damage to another, or by which an undue and unconscientious advantage is taken of another. It is a generic term embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to secure an advantage over another by false suggestions or by suppression of truth and includes all surprise, trick, cunning, dissembling and any unfair way by which another is cheated. And deceit is the false representation of a matter of fact whether by words or conduct, by false or misleading allegations, or by concealment of that which should have been disclosed which deceives or is intended to deceive another so that he shall act upon it to his legal injury. The false pretense or fraudulent act must be committed prior to or simultaneously with the commission of the fraud.[38]

The prosecution is burdened to prove beyond reasonable doubt all the essential elements of the felony and that the petitioner, Tulalian and Bartolata conspired to commit the crime charged. Reasonable doubt is that doubt engendered by an investigation of the whole proof and an inability, after such investigation, to let the mind rest easy upon the certainty of guilt. Absolute certainty of guilt is not required by the law to convict of any crime charged but moral certainty is required and this certainty is required to every proposition of proof requisite to constitute the offense.[39] The reasonable doubt should necessarily pertain to the facts constituted by the crime charged. Surmises and conjectures have no place in a judicial inquiry and thus are shunned in criminal prosecution. For the accused to be acquitted on reasonable doubt, it must arise from the evidence adduced or from lack of evidence. Reasonable doubt is not such a doubt as any man may start questioning for the sake of a doubt; nor a doubt suggested or surmised without foundation in facts, for it is always possible to question any conclusion derived from the evidence on record. Reasonable doubt is the state of the case which after a calibration and assessment of the totality of the evidence of the prosecution leaves the mind of the judge in that condition that he

cannot say that there is a moral certainty of the truth of the charge.[40]

Conspiracy exists when two or more persons come to an agreement to commit a felony and decide to commit it. Conspiracy may be proved by direct evidence or by circumstantial evidence as shown by the acts of the accused before, during and after the commission of the felony. An accepted badge of conspiracy is when the accused, by their collective acts aimed at the same object, one performing one part and another performing another so as to complete it with a view to the attainment of the same objective, and their acts, though apparently independent, were in fact concerted and cooperative, indicating closeness of personal association, concerted action and concurrence of sentiments.[41] Mere knowledge, acquiescence to or approval of the act without cooperation or agreement to cooperate is not enough to constitute one party to a conspiracy absent the intentional participation in the act with a view to the furtherance of the common design and purpose.[42] Conspiracy must be established by proof beyond reasonable doubt.[43] Where conspiracy is shown, the precise modality or extent of participation of each individual becomes secondary. The act of one becomes the act of all.[44]

In this case, the prosecution was burdened to prove the charge of estafa in Criminal Case No. 92-5020. The prosecution was burdened to prove that: (a) the petitioner in concert with Tulalian deceived the private complainant into granting them a loan of P3,000,000 and delivering to them the said amount on their representations and assurances that: (1) they would use the said amount to secure the US\$2,000,000 loan from abroad, and this, in turn, would be used to pay the loan as well as the purchase price of P22,000,000 for the Bel-Air property; (2) the petitioner was the exclusive owner of the Binangonan property which they mortgaged to the private complainant to secure the payment of the said loan; (3) the three checks drawn and issued by Tulalian and Bartolata to the private complainant to secure the obligations were drawn against insufficient funds in the drawee bank when presented for payment; (b) the private complainant later discovered that: (1) they did not have the slightest intention of paying the said loan of P3,000,000; (2) the three checks were not covered by sufficient funds and were in fact all dishonored by the drawee bank on the said ground when presented for payment; and (3) the petitioner was not the exclusive owner of the Binangonan property but was merely a co-owner with his brothers Romulo and Jaime Alcantara.

The prosecution failed to discharge its burden.

First. As gleaned from the deed of conditional sale,[45] Tulalian alone received the proceeds of the P3,000,000 loan from Carlita. He then obliged himself to pay the said loan within sixty days from date thereof, to purchase Carlita's Bel-Air property for P22,000,000, and to pay for the same from the proceeds of Tulalian's US\$2,000,000 loan from abroad:

2. That the Sales price agreed upon between the parties, VENDOR and VENDEE, is TWENTY-TWO MILLION PESOS (P22,000,000.00).

...

6. That Party of the Second Part shall proceed with his mission abroad to release his approved loans within a period of sixty days and that the Party of the First Part to facilitate and enable the Party of the Second Part to obtain and secure the release of loan from abroad, the proceeds of which shall be applied for the payment of the total cost of sale of the property, shall grant him a loan in the amount of THREE MILLION PESOS (P3,000,000.00) with interest of 10% per month which shall be added to the total cost of sale to defray his expenses;[46]

Second. Under the deed of assignment of title of real property, the petitioner merely guaranteed the payment of Tulalian's loan and used his Binangonan property as collateral to answer for the loan. The private complainant executed the deed of conditional sale with Tulalian and the petitioner. Thus, she knew that it was Tulalian who had an approved loan from Singapore, and that it was he who needed P3,000,000 for expenses to cause the release

of the US\$2,000,000 loan from Singapore.

The petitioner had nothing to do with Tulalian's prospective loan transaction in Singapore. In fact, only Tulalian and Bartolata went to Singapore to follow up the release of the proceeds of the approved loan, while the petitioner remained in the Philippines.

Third. Only Tulalian and Bartolata drew and issued ICB Check Nos. 07034049 to 07034051.[47] There is no evidence on record that the petitioner assured the private complainant that the three checks would be honored by the drawee bank when presented by her for payment.

Fourth. The petitioner did assure the private complainant and represent to her that he was the sole owner of the property covered by OCT No. M-5410. The correctness and validity of the representation is evidenced by the said title, where it appears that the petitioner is the sole owner of the property. The names of the brothers of the petitioner, Jaime and Romulo Alcantara, do not appear in the said title as co-owners thereof. Parenthetically, the private complainant has only herself to blame when she agreed to the arrangement that the petitioner use his property as collateral to guarantee the payment of Tulalian's loan. She should have rejected the proposal outright. This is so because as gleaned on the face of OCT No. M-5410, the said title was issued based on a free patent granted on December 21, 1988. Thus, the said property could not be encumbered within a period of five years from the date of the said patent except in favor of the government, its branches, units or institutions:

To All Whom These Presents Shall Come, Greetings:

RICARDO A. ALCANTARA, Filipino, of legal age, married to TERESITA BARRETTO and a resident of 155 Haeg Street, Mandaluyong, Metro Manila possessing all the qualifications and having fully complied with all the conditions and requirements of Republic Acts Nos. 782 and 3872, Chapter VII of Commonwealth Act No. 141 as amended, and Batas Pambansa Blg. 223 is hereby granted this Free Patent for the land situated in Macamot, Binangonan, Rizal with an area of FIFTY THOUSAND THREE HUNDRED sq.m., more particularly bounded and described at the back hereof subject, however, to the provisions of Sections 118 which provide, among others, that except in favor of the Government or any of its branches, units, or institutions, the land hereby acquired shall be inalienable and shall not be subject to encumbrance for a period of five (5) years from date of this patent, 119, 121 as amended by P.D. No. 763, 122 and 124 of Commonwealth Act No. 141, as amended, and P.D. No. 1198; to all public easements and servitudes prescribed in Sections 109, 110, 111, 112 as amended by P.D. No. 1361, 113 and 114 of Commonwealth Act No. 141, as amended; and to the right of government to administer and protect the timber found thereon for a term of five (5) years from the date of issuance of the patent, provided, however, that the grantee or his heirs may cut and utilize such timber as may be needed for his or their personal use.[48]

As such, the deed of assignment of title of real property executed by the petitioner in favor of the private complainant as collateral for Tulalian's loan is null and void.[49]

Fifth. The allegations of the petitioner in his answer in Civil Case No. 549-B and in his waiver dated June 4, 1991 appended to the complaint in the said case, that he and his brothers Jaime and Romulo Alcantara were co-owners of the property, are false. His claims are belied by the decision of the RTC in Civil Case No. 549-B that the sole vendee and owner under the deed of absolute sale executed by Juana Aramil over the said property was the petitioner, thus:

The Court, likewise, finds that the complaint of Giovanni Diestro which alleged that the portion of the land covered by OCT No. 5430, containing an area of 15,326 square meters belongs to him by virtue of a deed of sale in his favor and now under Tax Declaration No. 15-0716 is baseless. The records show that the Deed of Absolute Sale by Juana Aramil in favor of Ricardo Alcantara, Romulo Alcantara and Jaime Alcantara consists of three parcels of land - the first parcel containing an area of 20,576 square meters located at Macamot,

Binangonan, Rizal and covered by Tax Declaration No. 15-0179. In Tax Declaration No. 15-0719, it is shown that the area in Tax Declaration No. 15-0570 is 20,576 less the area of 5,144 square meters sold to Diestro and the remaining portion is 15,432 square meters. At the back, it is stated that this tax declaration, (15-0719) cancels Tax No. 15-0569 and begins with the year 1988. The tax declaration in the name of Giovanni Diestro with regard to the 5,144 square-meter land sold to him by Romulo Alcantara, his father-in-law is in Tax Declaration No. 15-0718. So the land with an area of 5,144 sold to Giovanni Diestro is separate and distinct from the land covered by OCT No. 5410 in the name of Ricardo Alcantara, married to Teresita Barretto. Plaintiff is liable for damages.[50]

The Court is convinced that the petitioner made the said allegations in his Answer in Civil Case No. 549-B dated October 1, 1991 and in his Waiver dated June 4, 1991 long after he executed the deed of assignment of title of real property in favor of the private complainant on November 5, 1990. This was done to fend off the prospective foreclosure of the said mortgage by the private complainant upon Tulalian's failure to pay the loan. In fine, the petitioner's false allegations in his answer to the complaint in Civil Case No. 549-B and in his waiver were not used to induce the private complainant to grant the P3,000,000 loan to Tulalian. The petitioner made the allegations long after the private complainant had parted with her P3,000,000 and had given the same to Tulalian.

Sixth. The mere fact that the petitioner was an officer of Junior Express, Inc., that he agreed to use his property as collateral to guarantee Tulalian's loan, and that he was in the company of Tulalian when they transacted with the private complainant in her boutique do not prove the existence of conspiracy to commit estafa against her.

IN LIGHT OF ALL THE FOREGOING, the petition is GRANTED. The Decision of the Court of Appeals convicting the petitioner of estafa under Criminal Case No. 92-5020 is REVERSED AND SET ASIDE. Petitioner Ricardo Alcantara is acquitted of the said charge. No costs.

SO ORDERED.

Puno, (Chairman), Quisumbing, Austria-Martinez, and Tinga, JJ., concur.

[1] Penned by Associate Justice Bernardo P. Abesamis with Associate Justices Godardo A. Jacinto and Rebecca De Guia-Salvador concurring.

[2] Penned by Judge Roberto C. Diokno.

[3] TSN, 23 November 1992, pp. 4-5.

[4] Id. at 4-6.

[5] Exhibit "A."

[6] Exhibit "A," Records, pp. 157-160.

[7] Exhibit "B," id. at 161.

[8] TSN, 5 July 1993, p. 5.

[9] Exhibit "C."

[10] Exhibit "E."

[11] Exhibit "D."

[12] TSN, 5 July 1993, p. 5.

- [13] TSN, 23 November 1992, p. 13.
- [14] Exhibit "H."
- [15] Ibid.
- [16] Exhibit "F."
- [17] Records, pp. 164-171.
- [18] Id. at 171.
- [19] Exhibit "K," pp. 181-182.
- [20] Id. at 174-180.
- [21] Id. at 1.
- [22] Id. at 26.
- [23] TSN, 25 May 1994, pp. 5-8.
- [24] TSN, 17 August 1994, pp. 3-4.
- [25] Id. at 5-7.
- [26] Id. at 7-8.
- [27] Id. at 10-11.
- [28] Id. at 14-15.
- [29] Id. at 16.
- [30] Id. at 18-19.
- [31] Rollo, pp. 53-59.
- [32] Records, pp. 404-405.
- [33] Rollo, p. 13.
- [34] Exhibits "D" to "F."
- [35] Rollo, pp. 47-48.
- [36] *Erquiaga v. Court of Appeals*, 367 SCRA 357 (2001).

[37] 295 SCRA 49 (1998).

- [38] *People v. Chua*, 315 SCRA 326 (1999).
- [39] *People v. Dramayo*, 42 SCRA 59 (1971).
- [40] *People v. Calma*, 295 SCRA 629 (1998).
- [41] *People v. Medina*, 292 SCRA 436 (1998).
- [42] *People v. Bragaes*, 203 SCRA 555 (1991).

[43] *Fernandez v. People*, 341 SCRA 277 (2000).

[44] *People v. Llanes*, 340 SCRA 564 (2000).

[45] Exhibit "A."

[46] Exhibit "A-2."

[47] Exhibits "C" to "E."

[48] Exhibit "F."

[49] *Republic v. Director of Lands*, 281 SCRA 639 (1997).

[50] *Rollo*, p. 58.

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.