

ROBERT LASTRILLA, PETITIONER, VS. RAFAEL A. GRANDA, RESPONDENT.

G.R. NO. 160257. January 31, 2006

Ponente: PUNO, J.

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PUNO, J.:

Petitioner Robert Lastrilla seeks the partial reversal of the July 18, 2003 Decision of the Court of Appeals (CA) in CA-G.R. No. 26273 which modified the May 8, 2002 Resolution of the Department of Justice (DOJ), finding probable cause to file three (3) informations charging him with the crime of Falsification of Public Document under Article 172 (1), in relation to Article 171 (1), (2) and (5) of the Revised Penal Code.

The facts are as follows:

Respondent Rafael Granda is a grandson and legal heir of the deceased spouses Rafael and Aurora Granda, who died in June 1989 and September 16, 2000, respectively. The Granda spouses had ten children, namely: Blanquita Serafica, Jesse[1] Granda, Aurora Sumcad, Violeta Cuenca, Rafael R. Granda, Olivia Walker, Lourdes Manabat, Fernando Granda, Benjamin Granda and Silvina Granda. Respondent's father, Jesse Granda, predeceased the spouses.

During Aurora's lifetime, she owned several parcels of land with some improvements thereon in Tacloban City, covered by Transfer Certificate of Title (TCT) Nos. T-249, T-1312, T-816 and T-9874, all registered in her name.[2] Said parcels of land were allegedly sold by the Granda spouses, as evidenced by the following deeds of absolute sale, all dated December 7, 1985, witnessed by petitioner and the deceased spouses' youngest daughter Silvina and notarized by Atty. Camilo Camenforte, to wit:

(a) The first Deed of Absolute Sale involved two parcels of land covered by TCT Nos. T-249 and T-1312, which were sold by the Granda spouses, as vendors, in favor of petitioner's siblings Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, as vendees, for a consideration of P3,800,000.00, receipt of which was acknowledged by the spouses;[3]

(b) The second Deed of Absolute Sale involved two (2) parcels of land covered by TCT No. T-816, which were likewise sold by the Granda spouses, as vendors, in favor of petitioner's siblings Mary Uy Cua, Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, as vendees, for a consideration of P5,000,000.00, receipt of which was also acknowledged by the spouses;[4] and

(c) The third Deed of Absolute Sale involved three (3) parcels of land covered by TCT No. T-6736, which were sold by the Granda spouses, as vendors, in favor of petitioner and his spouse Norma Lastrilla, as vendees, for a consideration of P200,000.00, receipt of which was also acknowledged by the deceased spouses.[5]

On February 28, 2000, the deeds of absolute sale involving the properties covered by TCT Nos. T-1312, T-816 and T-249 were annotated at the back of their corresponding TCTs. Consequently, TCT Nos. T-1312, T-816, and T-249 were cancelled and TCT Nos. T-6696, T-54400, and T-54401, respectively, were issued in the names of the respective vendees.[6] The deed of absolute sale involving the properties covered by TCT No. 6736 was not

annotated as said TCT was found to be non-existent.

On February 21, 2001 or more than five months after Aurora's death, respondent filed the instant complaint^[7] for Violation of Articles 171 and 172 of the Revised Penal Code against petitioner, Silvina, Atty. Camenforte, Norma Lastrilla, Mary Uy Cua, Necita Uy, Elsa Uy, Andres Uy, Tinong Uy and Rosa Uy, docketed as I.S. No. 2001-343. Respondent claimed that a month after his grandmother's death, he learned that all of the latter's properties in Tacloban were sold to different persons sometime in 1999-2000. To verify such reports, he requested copies of the purported deeds of absolute sale with the Register of Deeds and was able to obtain copies of the three (3) deeds of absolute sale in question. Upon careful scrutiny of the subject deeds, he noticed that the signatures of his deceased grandparents were falsified. Upon verification, the examining officers of the PNP Crime Laboratory confirmed that the signatures of respondent's deceased grandfather Rafael in the deeds and his specimen signatures "were not written by one hand and the same person." They also found that the signatures of his deceased grandfather and the signatures of the deceased spouses' youngest daughter Silvina "reveal some similarities in stroke structure, indicative of one writer." Likewise, the examining officers found that the signatures of respondent's grandmother Aurora in the questioned deeds and her specimen signatures "were not written by one and the same person."^[8] Respondent also claimed that the three deeds of absolute sale were antedated. While the sales took place in 1999 or 2000, it was made to appear that the transactions took place on December 7, 1985, at a time when both of the Granda spouses were still alive. Respondent alleged that: (a) Petitioner himself told respondent that it was in 1999 that he bought the lots covered by TCT No. T-816; (b) Silvina could not have signed as a witness on December 7, 1985 as she was then cloistered in the Cariana Movement Monastery under Fr. Odon Castro who certified that as a member of said religious community, she could "not go out of the monastery unless there was a very valid reason" and "she was not sent out for any errant (sic) nor went to the province" for the whole year of 1985;^[9] (c) Aurora was still exercising rights of ownership over the properties subject of the assailed deeds after December 7, 1985, as evidenced by the General Power of Attorney (GPOA),^[10] dated February 14, 1999, executed by Aurora in favor of her youngest daughter Silvina, to administer her properties subject of the assailed deeds and to collect and receive all rentals from the occupants of the buildings therein; (d) As attorney-in-fact, Silvina executed lease contracts dated February 4, 2000^[11] with some of the lessees of the office spaces in the commercial building located in the two lots covered by TCT Nos. T-1312 and T-249; (e) As per Certification from the Clerk of Court of the Regional Trial Court of the 8th Judicial Region, the three deeds of absolute sale were not among the available notarized documents submitted to said office for the year 1985; and (f) the subject deeds were registered with the Register of Deeds only on February 28, 2000 or almost fifteen (15) years after the alleged sales. Respondent claimed that petitioner conspired with Silvina and Atty. Camenforte in falsifying the three deeds by signing as an instrumental witness therein. Also, petitioner and the other vendees allegedly conspired by benefiting from the use of said public documents in transferring the titles of the properties from the name of Aurora to their names.

Petitioner's co-respondent sibling Elsa Uy submitted her counter-affidavit,^[12] averring that sometime in 1998, Aurora repeatedly offered the sale of the subject properties to her. After conferring with her siblings, she agreed to buy Aurora's properties for a total consideration of P18,000,000 subject to the conditions: (1) That the preparation, documentation, notarization and registration of the document of sale, the cancellation of the TCTs in Aurora's name and the issuance of the new TCTs in the names of the vendees would be Aurora's sole and exclusive responsibility; (2) That all the expenses for documentation, registration of documents, capital gains tax, documentary stamps tax, transfer tax, sales tax, fees for the cancellation and issuance of titles and expenses for similar purposes would be for the exclusive and sole account of Aurora; (3) That as soon as the TCTs in the names of the vendees are issued, Aurora would turn over the new TCTs to them; (4) That all the necessary documents would be executed by Aurora and/or by any and all persons who may have any interest, lien or claim

over the properties at the instance of Aurora and at her expense, in order that the said properties would be free from any lien or encumbrance; and (5) That the mode and manner of payment for the consideration of the sale would be as directed by Aurora.

Aurora allegedly agreed to the said terms and conditions subject to an increase in the total consideration from P18,000,000 to P18,800,000. As directed by Aurora, periodic payments were made to her totaling P8,800,000. Partial advance payments of P1,000,000 each were likewise made to Aurora's children Silvina and Lourdes. Thereafter, Elsa and her siblings, Mary Uy Cua, Necita Uy, Rosa Uy, Tinong Uy and Andres Uy, gave Aurora's children P1,000,000 each or a total of P8,000,000. The share of Aurora's deceased son Jesse Granda was divided equally among the latter's seven (7) children, one of whom is respondent, who received his share of P142,857.14. Subsequently, all the heirs of Aurora executed separate documents denominated as "Deed of Assignment." [13] The Deed of Assignment dated April 20, 2000, signed by respondent under the name "Rafaelito" on "2/16/2000," together with the latter's siblings, states that:

For and in consideration of the sum of ONE MILLION PESOS (P1,000,000.00), Philippine Currency, receipt of the amount from MARY UY CUA, NECITA UY, ELSA UY, ANDRES UY, TINONG UY and ROSA UY, is hereby acknowledged and confessed by us to our entire and full satisfaction x x x and

We do hereby confirm and acknowledge the fact that our grandmother, Aurora Ratcliffe de Granda, has the lawful right to dispose of the above described parcels of land and such other real properties she has wherever located, as she is the absolute and exclusive owner being her exclusive and paraphernal properties. [14] (citation omitted)

Elsa contended that she and her siblings were innocent purchasers in good faith and for valuable consideration. It was sometime in September 2000 when TCT Nos. T-6696 and T-54401 were presented to them, together with the ten (10) separate Deeds of Assignment executed by Aurora's heirs. Her siblings, namely Mary Uy Cua, Necita Uy, Andres Uy, Tinong Uy and Rosa Uy, never met or personally conferred with Aurora or her heirs. Nor were they in possession or control of the three (3) subject deeds and the owner's duplicates of TCT Nos. T-1312, T-249, T-816 and T-9874 as said documents remained in the absolute control of Aurora. They were never involved in the preparation, execution, notarization and registration of the three (3) deeds of absolute sale and the payment of the required fees, taxes, the cancellation of the certificates of title and the issuance in their names of TCT Nos. T-6696, T-54400 and T-54401 as the same were all made and effected by Aurora. She denied having taken advantage of or profited from the subject deeds and certificates of title. She contended that the filing of the instant complaint is "an act of utter bad faith, done for some evil motives and with malicious criminal intent" [15] as complainant was the very same person who gave his conformity and consent to the questioned sales, confirmed the sales and acknowledged receipt of P1,000,000 by executing, together with his siblings, the Deed of Assignment dated April 20, 2000. Allegedly, it was complainant who unjustly enriched himself at their expense when he received from them his share of P142,857.14. That respondent filed the instant case only after his grandmother's death allegedly shows his sinister scheme to preclude his grandmother from divulging the truth. She claimed that complainant was a party to the alleged falsification and perpetrated an act of fraud to their damage and prejudice.

Alleging the same statement of facts and defenses, petitioner's other siblings, Necita Uy, Rosa Uy, Mary Uy Cua, Tinong Uy and Andres Uy, filed their Joint Counter-Affidavit [16] and petitioner's spouse, Norma Lastrilla, filed her own counter-affidavit. [17] Atty. Camenforte also submitted his counter-affidavit [18] containing his personal defenses. In response, respondent filed his Reply Affidavit, [19] contending that petitioner and Silvina should be deemed to have admitted the allegations in the complaint for their failure to file their respective counter-affidavits despite due notice. Petitioner eventually submitted his own counter-affidavit [20] on the same day that his

co-respondent siblings and spouse filed their Rebuttal-Affidavits.[21]

In his defense, petitioner adopted the allegations of his co-respondents insofar as they were material to the charges against him. He contended that the charge against him is "malicious and bereft of truth, designed mainly to cast a cloud of doubt on the title of the vendees." [22] He claimed that the filing of the complaint was merely aimed at making him and his siblings submit to additional monetary consideration being demanded by respondent who must have felt shortchanged because he had to share his deceased father's P1,000,000-share with his six (6) siblings. Respondent allegedly threatened him with criminal prosecution after he and his siblings refused to heed his demands. Petitioner claimed that it was only Elsa and Aurora who negotiated for the sale of the properties in question. His other siblings participated only with respect to their respective contributions to the purchase price and he was the one tasked to ensure that the signatures on the subject deeds were all authentic and genuine as they were parting with millions of hard earned money. Upon Aurora's request, he readily agreed to affix his signatures in the subject deeds as a witness, thinking that such act would seal the validity of the sale. He contended that the fact that the sale was only registered on February 28, 2000 is not evidence of falsification. In fact, he and his wife were the named vendees in one of the deeds and paid a total of P200,000 for the properties therein described. However, they did not benefit from the said sale because contrary to what was stated in the deed of sale, only Lot 4691 was covered by T-6736, Lot 2455 was an unregistered land and has an adverse claimant thereto while Lot 4693 was covered by TCT No. T-9874. In view of the misrepresentation, they never acquired title to the properties they bought and in fact suffered pecuniary loss in the amount of P200,000.

Further, petitioner claimed that "although the Application in the Office of the Register of Deeds of Tacloban City, denominated as Control No. 183, requesting registration of title to the properties" subject of the deeds of absolute sale bears his signature, the same "is not evidence that it was not Aurora Granda who caused the registration of said Deeds of Sale... because the truth of the matter is that the same application was just given to [him] by someone sent by Aurora Granda requesting that [he] affix [his] signature thereto." It is likewise "not evidence that [he] was the one who personally submitted the same to the Office of the Register of Deeds." [23] He did not deny that the corresponding real property tax and special (SEF) tax for the parcels of land were in his name and that of Washington Trading but he contended that the same does not prove that respondent vendees were the ones who paid said taxes, for the truth of the matter is that Aurora, in consonance with her agreement with Elsa Uy, fulfilled her part of the conditions of the sale that she would cause the preparation, documentation and notarization of the deeds of absolute sale and paid the taxes in his name and Washington Trading.

On May 5, 2001, the Office of the City Prosecution of Tacloban issued a Resolution, the dispositive portion of which states:

In view of the foregoing, it appearing that Camilo Camenforte and Silvina Granda conspired with each other to falsify the three Deeds of Sale, the filing of three (3) informations, one for each Deed of Sale, charging the respondents with the crime of Falsification by Public Officers by forging the signatures of Aurora and Rafael Granda to make it appear that the said persons have participated in an act or proceedings when they did not in fact participated (sic) penalized and defined in Art. 171, sub-par. 2 of the Revised Penal Code.[24]

In dismissing the complaint against petitioner, his wife and his siblings, the investigating prosecutor reasoned that:

The question to be resolved is, [w]ho falsified these documents? It can not be the respondents, Elsa Uy, Tinong Uy, Necita Uy, Andres Uy, Mary Uy Cua, as alleged by the complainant since they have paid a total amount of P18,800,000.00 to Aurora Granda and her heirs for the purchase of said properties.

It must be noted that the complainant himself never denied that they received the amount. In fact, in the Deed of Assignment that the complainant and his co-heirs executed they admitted having received P1,000,000.00 as

their share in the purchase of the said properties. It is highly improbable for someone to part with such an amount as a consideration for the purchase of a property and at the same time conspire to forge the very same documents that is the basis of the sale. Why pay P18.8M and risk losing the said amount on a forged document?

Nor can it be Robert and Normal (sic) Lastrilla for the same reason. In fact, these two respondents incurred losses since they have already paid the consideration of P200,000.00 without having acquired the property since the description of the property in the Deed of Sale is erroneous.

The ruling of the Supreme Court in the case of *People vs. Sandangdiego*, 81 SCRA 120, cited by the complainant does not apply to the above-named respondents because it cannot be said that they took advantage of it and profited thereby since the respondents acquired the said properties for valuable consideration.[25]

Respondent filed a petition for partial review of the Resolution of the Office of the City Prosecution of Tacloban with the DOJ, questioning the dismissal of the complaint against petitioner, his spouse and his siblings. The petition for partial review was dismissed by then Secretary Hernando B. Perez, holding that:

Suffice it to state that apart from the bare allegations of complainant that respondents-appellees conspired with respondents Silvina Granda and Camilo Camenforte in the falsification of the subject deeds, no evidence has been presented to substantiate the charge. From the record, it is unclear how respondents-appellees participated in the falsification of the subject documents. x x x

While respondent-appellee Robert signed as a witness in all of the three (3) subject documents, the determination of probable cause against him will not depend alone on a finding of forgery because a careful scrutiny of the evidence adduced reveals that there are valid and complete defenses available in his (Robert) favor that would negate any criminal intent on his part to commit the offense of falsification.

Firstly. It is significant to note that the complainant did not question the effectiveness and consummation of the sale transactions in questions (sic) much less did he assail the authority of Aurora to do so. In fact, complainant himself confirmed the validity of the sale made by Aurora of her properties by executing the Deed of Assignment dated April 20, 2000 and which deed he signed on February 16, 2000, the day he received his share from the proceeds thereof as one of the children of the late Jessie Granda.

Secondly. Neither did complainant allege that the sales transactions were without or for inadequate, fictitious or simulated consideration. It is without dispute that respondent-appellee Robert Lastrilla, together with his brothers and sisters, paid the sum of P18.8 M. By paying such a substantial sum of P18.8 M, it was unlikely for respondent-appellee Robert to have intentionally and maliciously participated in the falsification of the subject documents because it would be adverse to his own interests and that of his siblings. It would be the height of absurdity that respondent-appellee would have consented to having falsified documents evidencing the subject transactions considering that his primary and paramount concern was to protect his own interests and that of his siblings.

Thirdly. It is worthy to note that complainant was not joined in his complaint by any of the surviving heirs of Aurora Granda. If, indeed, complainant and the other heirs of the estate of Aurora were cheated by respondents-appellees of the properties in question because of the execution of the subject documents, the least that the other heirs could have done was to join complainant in the instant complaint. Such failure lends credence to the claim of respondents-appellees that the sale transactions in question were regular and that they bought the subject properties from Aurora in good faith and for a valuable consideration.

Fourth. No right of complainant was violated by the execution of the subject deeds. The deceased Aurora had the free disposition of the properties such that whatever means and method adopted by Aurora in causing the transfer of her properties to the respondents-appellees is beyond complainant's concern much less did he have any right whatsoever to question the said disposition. Obviously, complainant could not allege that he had

sustained damage as a result of the sale simply because no right of his could have been violated. On the contrary, complainant admittedly benefited from the sale.

Fifth. We find it rather odd for complainant to have initiated the instant action only after the death of her (sic) grandmother Aurora. It is noted that as early as October 1999 and February 2000, complainant admits having learned about the sale of Aurora's properties to other persons. In fact, as earlier stated, on February 16, 2000 he signed a document denominated as Deed of Assignment wherein he not only recognized the validity of the sale by Aurora in favor of the respondents-appellees of the properties described therein but he also acknowledged receipt of the amount of P142,857.14 representing his share of the proceeds of the said sale as heir of the deceased Jesse Granda. These facts clearly create doubt as to the real motive of the complainant in filing the instant complaint.

Indeed, the foregoing circumstances clearly establish respondent-appellee Robert Lastrilla's lack of criminal intent in the falsification of the subject document. Par. no. 1 of Article 172 of the Revised Penal Code in conjunction with Par. no. 1 of Article 171 of the same Code penalizes a private individual who forges a signature of another in public document. However, in the absence of criminal intent, there is no falsification and the absence of damage negates criminal intent. x x x[26]

Subsequently, respondent filed a petition for review under Rule 43 of the Rules of Court with the CA. In its Decision dated July 18, 2003, the CA modified the Resolution dated May 8, 2002 issued by the Secretary of Justice, as follows:

WHEREFORE, the Resolution dated May 8, 2002 issued by the Department of Justice is hereby MODIFIED. Finding probable cause against private respondent Robert Lastrilla, we hereby direct the Office of the Prosecutor of Tacloban City to issue a recommendation for the filing of three (3) informations charging Robert Lastrilla of the crime of Falsification of Public Document under Article 172 (1), in relation to Article 171 (1), (2) and (5) of the Revised Penal Code.

SO ORDERED.[27] (emphases supplied)

The CA ratiocinated that:

In the case of Robert Lastrilla, there are allegations that: first, he knew that the three deeds of sale were falsified and, despite such knowledge, he still signed them as an instrumental witness; second, he was personally and directly responsible for registering the falsified deeds with the Register of Deeds of Tacloban City; third, he caused the cancellation of the Transfer Certificates of Title in the name of Aurora Granda; finally, he effected the issuance of the new Transfer Certificates of Title.

The foregoing circumstances convinces us of the presence of probable cause against private respondent Robert Lastrilla, as the evidence will show that there is a reasonable ground for presumption that a falsification exists as would lead the prosecutor to believe that he is probably guilty of the offense charged and can be held for trial.[28]

Petitioner's partial motion for reconsideration proved futile.[29] Hence, he filed the instant petition, assigning as lone error that:

[THE] COURT OF APPEALS GRAVELY ERRED IN FINDING PROBABLE CAUSE AGAINST [PETITIONER] ROBERT A. LASTRILLA FOR FALSIFICATION OF PUBLIC DOCUMENT UNDER ARTICLE 172 (1), IN RELATION TO ARTICLE 171 (1), (2), AND (5) OF THE REVISED PENAL CODE.[30]

Articles 172 (1) and 171 (1), (2) and (5) of the Revised Penal Code, state that:

Art. 172. Falsification by private individuals and use of falsified documents.-- The penalty of prison

correccional in its medium and maximum periods and a fine of not more than P5,000 shall be imposed upon:

- Any private individual who shall commit any of the falsifications enumerated in the next preceding article in any public or official document or letter of exchange or any other kind of commercial document; x x x

Article 171. x x x

- 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; x x x

- Altering true dates; x x x

In the case at bar, there is no question that all the elements of falsification are present. The issue is whether there is probable cause to engender the belief that petitioner is one of the authors of the falsification.

Petitioner questions the findings of the CA that: (a) he knew that the three deeds of absolute sale in question were falsified but still signed the same as an instrumental witness; and (b) despite such knowledge, he personally and directly caused the registration of the same with the Register of Deeds of Tacloban, the cancellation of the TCTs in the name of Aurora and the issuance of the new TCTs in the names of the respective vendees. He contends that the decision of the CA finding probable cause to file three (3) informations for Falsification of Public Document under Article 172(1) in relation to Article 171(1), (2) and (5) of the Revised Penal Code against him is merely based on the allegations of respondent, unsubstantiated by any evidence on record.[31]

We disagree.

In a preliminary investigation, probable cause for the filing of an information by the prosecutor has been defined as "the existence of such facts and circumstances as would excite the belief, in a reasonable mind, acting on the facts within the knowledge of the prosecutor, that the person charged was guilty of the crime for which he was prosecuted." [32] It is well-settled that "a finding of probable cause needs only to rest on evidence showing that more likely than not a crime has been committed and was committed by the suspects. Probable cause need not be based on clear and convincing evidence of guilt, neither on evidence establishing guilt beyond reasonable doubt, and definitely not on evidence establishing absolute certainty of guilt." [33]

From the records, there is no question that petitioner signed as an instrumental witness to the subject deeds of absolute sale. As such, he attested that the Granda spouses, as vendors, signed the said deeds in his presence on December 7, 1985. By petitioner's own admission, however, the negotiations for the sales only started in 1998, thus, the deeds were admittedly antedated. The investigating prosecutor, the DOJ and the CA also unanimously found probable cause to believe that the signatures of the Granda spouses were falsified as evidenced by: (a) the PNP Crime Laboratory report which concluded that the specimen signatures of the spouses did not match the signatures affixed in the subject deeds; and (b) the undisputed fact that vendor-spouse Rafael died in June 1989. The disputable presumption is that a person intends the ordinary consequences of his voluntary act and takes ordinary care of his concerns. [34] This presumption assumes greater significance to the case of petitioner who, as "the one tasked [by his siblings] to ensure that the signatures on the subject deeds were all authentic and genuine," is naturally expected to not have voluntarily affixed his signature in the subject deeds unless he understood the clear significance of his act.

Moreover, there is sufficient evidence to prove that petitioner "was personally and directly responsible for registering the falsified deeds with the Register of Deeds of Tacloban City" and that "he caused the cancellation of the Transfer Certificates of Title in the name of Aurora" and "effected the issuance of the new Transfer

Certificates of Title." The following pieces of evidence support such findings: (a) a copy of Control No. 183 dated February 28, 2000 and the certification of the Register of Deeds state that petitioner "presented for registration" the three deeds in question to the Register of Deeds;^[35] and (b) a copy of the entries in the Receiving and Releasing Book of the Office of the Register of Deeds of Tacloban City and the Certification dated July 4, 2001 of the Register of Deeds show that the deeds in question were released to petitioner on March 3, 2000.^[36] Petitioner's defense that it was actually Aurora who effected the transfer cannot overcome the presumption in favor of the Register of Deeds that in issuing the certifications, official duty has been regularly performed.^[37] Notably, other than his bare assertion, petitioner did not present any other evidence to corroborate his claim, i.e., the testimony of the alleged representative of Aurora who made him sign the questioned application form. In the absence of satisfactory explanation, one found in possession of and who used a forged document is the forger of said document.^[38] If a person had in his possession a falsified document and he made use of it, taking advantage of it and profiting thereby, the clear presumption is that he is the material author of the falsification.^[39]

The presumptions elicited by the evidence on record are not of little significance. The effect of a presumption upon the burden of proof is to create the need of presenting evidence to overcome the prima facie case created, thereby which, if no contrary proof is offered, will prevail.^[40]

Petitioner lays stress on the ruling of the DOJ that "in the absence of criminal intent, there is no falsification and the absence of damage negates criminal intent." The following circumstances allegedly show lack of criminal intent on his part, viz: (a) Respondent did not question the effectiveness and consummation of the sale transactions in question or assail the authority of Aurora to do so. In fact, complainant himself confirmed the validity of the sale made by Aurora of her properties by executing the Deed of Assignment dated April 20, 2000; (b) Petitioner and his siblings paid the sum of P18,800,000, hence, could not have intentionally and maliciously participated in the falsification of the subject documents as it would be adverse to their interests; (c) The other heirs of Aurora did not join respondent in filing the instant complaint, thus, giving credence to the claim of petitioner that the sale transactions were regular, done in good faith and for valuable consideration; (d) Respondent had no right which was violated by the execution of the subject deeds as Aurora had the free disposition of her properties during her lifetime; and (e) It is rather "odd" for complainant to have initiated the instant action only after the death of his grandmother Aurora. Finally, petitioner also invokes the defense of good faith. He contends that assuming he knew or had a hand in the falsification of the three (3) deeds of absolute sale and used the same to process the issuance of the new TCTs, said act is not a punishable act of falsification as the same was authorized by the heirs of Aurora, including respondent.^[41]

The arguments are unmeritorious.

The mentioned circumstances in the ruling of the DOJ which allegedly negate the existence of criminal intent on the part of petitioner are unavailing. First, the contention that the validity of the sale transactions was not disputed is contrary to the allegations of respondent and the evidence on record. In his complaint-affidavit, respondent alleged that "the purported sale of the subject properties on 07 December 1985 is false and fraudulent."^[42] Moreover, the new TCTs issued in the names of the vendees through the deeds in question have an annotation of respondent's adverse claim that "the deed[s] of sale are simulated."^[43] Second, petitioner's reliance on the deeds of assignment signed by respondent and his co-heirs to prove the validity of the sale transactions is shaky. By said deeds, the heirs of Aurora merely acknowledged that they received certain sums of money from the Uys and that they "assign[ed], transfer[red] and convey[ed] unto and in favor of" Aurora "all [the] rights, interests, and participation that [they] have or may have in any and all parcels of land,^[44] wherever located, together with all the improvements thereon, two parcels of land" of which were particularly described as the ones covered by TCT No. T-816. No reference was made to the alleged contracts of sale between Aurora and the Uys. Likewise, said

deeds contain a marked contradiction: if indeed, the properties were the "exclusive and paraphernal properties" of Aurora, why was there a need for her heirs (which included respondent) to assign their rights to her? Finally, the attribution of ill-motive to respondent by the fact that the complaint was only filed after Aurora died and that respondent was not joined in by his co-heirs in filing the complaint are speculative and are not sufficient to overcome the legal presumptions establishing a prima facie case for falsification against petitioner.

In any case, even assuming that the payment of the sum of P18,800,000 shows lack of damage on the part of respondent and his co-heirs, petitioner's conclusion that there can be no criminal intent in the absence of damage is hasty, to say the least. Criminal intent is a mental state, the existence of which is shown by the overt acts of a person.[45] We have clarified that the absence of damage does not necessarily imply that there can be no falsification as it is merely an element to be considered to determine whether or not there is criminal intent to commit falsification.[46] It is a settled rule that in the falsification of public or official documents, it is not necessary that there be present the idea of gain or the intent to injure a third person for the reason that in the falsification of a public document, the principal thing punished is the violation of the public faith and the destruction of the truth as therein solemnly proclaimed.[47] In this case, petitioner's voluntary acts of: (a) signing as witness to the three antedated notarized deeds of absolute sale, attesting that the Granda spouses, as vendors, signed the same in his presence, when there is probable cause to believe that such signatures were falsified; and (b) knowingly causing the registration of the three falsified deeds with the Register of Deeds to effect the cancellation of the old TCTs and the issuance of the new TCTs in his name and the names of his siblings, evidence malice and willful transgression of the law.

We likewise reject petitioner's defense of good faith. As pointed out by respondent, the contention that even assuming petitioner had a hand in the falsification and use of the falsified instruments, he is not liable because he was authorized by Aurora and her heirs, was belatedly raised on appeal. Also, as logically pointed out by respondent, he is an heir of Aurora and definitely, he did not authorize petitioner to falsify the subject deeds and use the same to effect the transfer of the TCTs from the name of Aurora to his name and that of his siblings. Furthermore, the finding that there is probable cause to believe that the signatures of both Aurora and Rafael were falsified and the dates of the instruments were antedated lay serious doubt on the claim that the conveyance was indeed authorized by Aurora herself. To further sow doubt on the claim of authority, respondent's claim that in 1999, his grandmother Aurora was already "too sickly and frail to execute said documents," finds support in the evidence on record. A certain Rebecca Araza, a househelp in the residence of Aurora, attested that in 1999, she was one of those who took care of Aurora who was then "very sickly," "could hardly recognize faces," "could not remember names and events and very rarely talked" and whose "condition worsened starting January 1999." [48] Also bolstering respondent's claim is the noticeable fact that Aurora signed the GPOA dated February 14, 1999 in favor of Silvina by affixing her thumbmark instead of her customary signature. [49]

While it is this Court's general policy not to interfere in the conduct of preliminary investigations, leaving the investigating officers sufficient discretion to determine probable cause, [50] we have nonetheless made some exceptions to the general rule, such as when the acts of the officer are without or in excess of authority. [51] Although there is no general formula or fixed rule for the determination of probable cause since the same must be decided in the light of the conditions obtaining in given situations and its existence depends to a large degree upon the finding or opinion of the judge conducting the examination, such a finding should not disregard the facts before the judge nor run counter to the clear dictates of reason. [52] From the records of the case at bar, it is clear that a prima facie case for falsification exists against petitioner.

IN VIEW WHEREOF, the petition is DENIED. The July 18, 2003 Decision of the Court of Appeals in CA-G.R. No. 26273 is hereby AFFIRMED.

SO ORDERED.

Sandoval-Gutierrez, Corona, and Azcuna, JJ., concur.

[1] Also spelled "Jessie" in some parts of the record.

[2] Annexes "A," "B," "C," and "D" of respondent's Comment; Rollo, pp. 163-172.

[3] Annex "E" of respondent's Comment; Id. at 173-174.

[4] Annex "F" of respondent's Comment; Id. at 176-177.

[5] Annex "G" of respondent's Comment; Id. at 179-180.

[6] Annexes "H," "I," and "J" of respondent's Memorandum; Id. at 304-310.

[7] Annex "X" of respondent's Memorandum; Id. at 330-339.

[8] Id. at 197-198.

[9] Annex "Q" of respondent's Comment; Id. at 199.

[10] Annex "R" of respondent's Comment; Id. at 200-201.

[11] Annexes "L" and "M" of respondent's Comment show that the Lease Contracts between Aurora Granda and Johnny Lim over the Granda Building were dated September 10, 1986 and October 18, 1988; Id. at 192-195.

[12] CA Rollo, pp. 161-165.

[13] Rollo, pp. 82-101.

[14] Id. at 100-101.

[15] CA Rollo, p. 164.

[16] Id. at 191-194.

[17] Id. at 198-200.

[18] Id. at 201-203.

[19] Id. at 204-217.

[20] Id. at 243-247.

[21] Id. at 230-240.

[22] Id. at 243.

[23] Id. at 246.

[24] Rollo, pp. 107-108.

[25] Id. at 106-107.

[26] Id. at 118-122.

[27] Id. at 39.

[28] Ibid.

[29] Id. at 40.

[30] Id. at 20.

[31] Memorandum; Id. at 547-548.

[32] *Raro v. Sandiganbayan*, 335 SCRA 581, 605 (2000), citing *Cruz v. People*, 233 SCRA 439, 455 (1994).

[33] *Serapio v. Sandiganbayan*, 396 SCRA 443, 468 (2003), citing *Webb v. De Leon*, 247 SCRA 652 (1995); *Domalanta v. COMELEC*, 334 SCRA 555 (2000), citing *Pilapil v. Sandiganbayan*, 221 SCRA 249 (1993).

[34] Section 3(c) and (d), Rule 131, Rules of Court.

[35] Rollo, pp. 372-373.

[36] Id. at 374-375.

[37] Section 3(m), Rule 131, Rules of Court.

[38] *Serrano v. CA*, 404 SCRA 639, 651 (2003), citing *Roh Tieck Heng v. People*, 192 SCRA 533, 546-547 (1990); *Maliwat v. CA*, 256 SCRA 718, 734 (1996), citing *Pecho v. Sandiganbayan*, 238 SCRA 116 (1994), *Caubong v. People*, 210 SCRA 377 (1992), *People v. Caragao*, 30 SCRA 993 (1969) (other citations omitted).

[39] *Serrano v. CA*, supra, citing *People v. Sendaydiego*, 81 SCRA 120, 141 (1978); *Maliwat v. CA*, supra, citing *People v. Astudillo*, 60 Phil. 338 (1934), *People v. Domingo*, 49 Phil. 28 (1926), *People v. de Lara*, 45 Phil. 754 (1924), *U.S. v. Castillo*, 6 Phil. 453 (1906) (other citations omitted).

[40] *Republic v. Vda. de Neri*, 424 SCRA 676, 692-693 (2004), citing Francisco, *The Revised Rules of Court in the Philippines*, Vol. VII, Part II, p. 7.

[41] Rollo, pp. 548-551.

[42] Id. at 337.

[43] Id. at 305, 308, 310.

[44] Note that the deeds of assignment of siblings Benjamin R. Granda, Rafael R. Granda, Violeta Granda-Cuenca state that they conveyed to Aurora the "rights, interests and participation that [they] have or may have in the following parcels of land, together with all the improvements thereon" which were particularly described as the two lots covered by TCT No. T-816; Id. at 92, 96, 98.

[45] *Soriano v. People*, 88 Phil. 368, 374 (1951).

[46] *Luague v. CA*, 112 SCRA 97, 101 (1982).

[47] *Lumancas v. Uriarte*, 347 SCRA 22, 33-34 (2000), citing *People v. Po Giok To*, 96 Phil. 913, 918 (1955).

[48] Rollo, pp. 376-377.

[49] Id. at 201.

[50] *Mendoza-Arce v. Ombudsman*, 380 SCRA 325 (2002), citing *Sebastian, Sr. v. Garchitorena*, 343 SCRA 463 (2000); *Camang v. Guerrero*, 268 SCRA 473 (1997); *Fernando v. Sandiganbayan*, 212 SCRA 680 (1992).

[51] We stated the following exceptions in *Filadams Pharma, Inc. v. CA*, 426 SCRA 460, 470 (2004), viz: (1) when necessary to afford adequate protection to the constitutional rights of the accused; (2) when necessary for the orderly administration of justice or to avoid oppression or multiplicity of actions; (3) when there is a

prejudicial question which is sub judice; (4) when the acts of the officer are without or in excess of authority; (5) where the prosecution is under an invalid law, ordinance or regulation; (6) when double jeopardy is clearly apparent; (7) where the court has no jurisdiction over the offense; (8) where it is a case of persecution rather than prosecution; (9) where the charges are manifestly false and motivated by the lust for vengeance; (10) when there is clearly no prima facie case against the accused and a motion to quash on that ground has been denied.

[52]Sales v. Sandiganbayan, 369 SCRA 293 (2001), citing Herrera O.M. Remedial Law, Vol. IV, 2001 ed., p. 231, citing Ortiz v. Palaypon, 234 SCRA 391 (1994) and La Chemise Lacoste S.A. v. Fernandez, 129 SCRA 391 (1984).

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