

DIONISIO AW A.K.A. TONY GO, PETITIONER, VS. PEOPLE OF THE PHILIPPINES, RESPONDENT.

G.R. No. 182276. March 29, 2010

Ponente: PEREZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-182276/>

PEREZ, J.:

Before this Court is a Petition for Review on Certiorari under Rule 45 of the Rules of Court filed by petitioner Dionisio Aw a.k.a. Tony Go, which seeks to set aside the: (a) Decision[1] of the Court of Appeals dated 27 November 2007, which affirmed the Decision[2] of the Regional Trial Court (RTC) of Quezon City, Branch 76, dated 7 April 2003 in Criminal Case No. Q-95-61234, finding petitioner guilty of the crime of Estafa defined and penalized under Article 315, paragraph 1(B) of the Revised Penal Code,[3] and (b) the Resolution[4] of the appellate court dated 17 March 2008 which denied petitioner's motion for reconsideration.

The generative facts are:

Petitioner was accused of six (6) counts of the crime of Estafa in separate Informations filed before the RTC of Quezon City, Branch 76. The six (6) Informations were docketed as Criminal Cases No. Q-95-60331, No. Q-95-61234, No. Q-95-61235, No. Q-95-61236, No. Q-95-61237 and No. Q-95-61238. These cases were consolidated and heard by Branch 76 of the RTC of Quezon City.[5]

A Judgment of Conviction was rendered against the petitioner in Criminal Case No. Q-95-61234. He was acquitted in the other five (5) informations.

The Information against the petitioner in Criminal Case No Q-95-61234 reads:

That on or about the 1[st] day of August, 1994, in Quezon City, Philippines, the above-named accused, with unfaithfulness or abuse of confidence, did then and there, willfully, unlawfully and feloniously defraud Toyota Quezon Avenue, Inc. to be represented by Vic Abdon in the following manner to wit: the said accused being then a Sales Representative of TOYOTA Quezon Avenue, Inc., got and received in trust from Tritan Trading Corporation the amount of P480,000.00 Philippine Currency, representing payment of one unit of Toyota Corolla, with the obligation involving the duty to remit said sum to the said company but once in possession thereof and far from complying with his aforesaid obligation despite repeated demands therefor, with intent to defraud, misappropriated, misapplied and converted the same to his own personal use and benefit to the damage and prejudice of TOYOTA Quezon Avenue, Inc., in the amount of P480,000.00, Philippine Currency.[6]

Petitioner posted a cash bond in the total amount of P50,000.00 for his temporary liberty.[7]

Upon arraignment, petitioner entered a plea of not guilty on all six (6) counts of Estafa.[8] When the cases were called for joint pre-trial, petitioner's counsel manifested that his client is waiving his right to pre-trial, thus its termination.[9] Trial ensued where the prosecution presented their witnesses, namely, Mr. Vic Abdon (Abdon), the General Sales Manager of Toyota Quezon Avenue, Incorporated (Toyota); Mr. Robert Gatchalian (Gatchalian), the Manager of the Credit and Collection Department of Toyota; and Mr. Lucio Tiong (Tiong),

General Manager of Tritan Trading Corporation.

Witness Abdon narrated that petitioner was a former sales representative of Toyota. As Sales Representative, petitioner performed two functions, namely: to sell brand new Toyota vehicle units and to collect and receive payments from customers.[10] Sales representatives who have rendered services to Toyota for a long period of time like petitioner were allowed to collect and receive payments from customers with the duty to remit the same to the cashier. As a matter of procedure, sales representatives of Toyota were required to request copies of provisional receipts from the cashiers which are then issued to the paying customers. Customers usually pay in the form of checks payable to Toyota.[11] As General Sales Manager, Abdon conducted meetings twice a week, particularly during Mondays and Thursdays to stress to the sales representatives that they should remit their collections to the cashier and to follow-up on their uncollected accounts.[12]

In Criminal Case No. Q-95-61234, Abdon testified that sometime in July 1994, Tiong, General Manager of Tritan Trading Corporation, purchased two units of Toyota Corolla GLI valued at Five Hundred Thousand Pesos (P500,000.00) each.[13] Petitioner was the sales representative who attended to Tiong. It was also petitioner who received the payments made by Tiong for the cars purchased from Toyota.

Abdon recalled that for the first car, a Toyota Silver Mica, Tiong deposited Twenty Thousand Pesos (P20,000.00) with the petitioner who in turn issued to the former Provisional Receipt No. 54583[14] dated 22 July 1994. As full payment, Tiong issued Philtrust Bank Check No. AO-12122 in the amount of P480,000.00, a crossed check payable to cash, covered by Provisional Receipt No. 56013 dated 1 August 1994. This is the subject of Criminal Case No. Q-95-61234.

As regards the second car, a grayish green Toyota, Tiong issued a check worth P20,000.00 which petitioner acknowledged through Provisional Receipt No. 54582 dated 20 July 1994. Tiong then issued Philtrust Bank Check No. AO-13581 dated 25 July 1994, payable to cash in the amount of P480,000.00 as final payment. It was petitioner who received the check payments of Tiong as shown by the provisional receipts covering those checks. However, petitioner failed to remit to Toyota the amounts covered by the checks.[15] Both checks amounting to P480,000.00 each were made payable to cash because petitioner told Tiong that Toyota needed the cash for the replacement of its stocks.[16] Abdon in his testimony emphasized that he reminded petitioner of his uncollected accounts. On 12 August 1994, Gatchalian, the manager of the Credit and Collection Department of Toyota called Abdon's attention to the fourteen (14) uncollected accounts due from the petitioner including the two accounts due from Tritan Trading Corporation.[17]

Upon being confronted by Gatchalian, petitioner undertook to settle the accounts but failed to do so. After this incident where his attention was called regarding his unsettled accounts, petitioner did not report to work anymore, thus, Gatchalian and Abdon went through the files of petitioner. They forced open petitioner's drawer and found the files of several customers namely Lian Ho Trading, Aity Merchandising, Raymundo Lim, Wilson del Rosario Go and Tritan Trading Corporation. The documents showed that no payments were posted. The incident was then brought to the attention of Mr. William Lee, Vice President and General Manager of Toyota who instructed Abdon and Gatchalian to conduct an investigation.[18] The matter was also brought to the attention of the lawyer of Toyota who prepared and sent a demand letter to petitioner.[19]

Both Abdon and Gatchalian next went to the office of Tritan Trading Corporation to inquire about the unsettled account of the corporation with Toyota. In their visit, Tiong stated that Tritan Trading Corporation has fully paid to petitioner the two cars it purchased from Toyota. Tiong showed them Provisional Receipt No. 56013 in the amount of P480,000.00 with the signature of petitioner paid through Philtrust Bank Check No. AO-12122 for the Silver Mica Toyota, and Provisional Receipt No. 54530 in the amount of P480,000.00 paid through Philtrust Bank

Check No. AO-013851 for the Grayish Green Toyota Corolla.[20]

Gatchalian described the procedure for the sale of Toyota vehicles. According to him, after the customer agreed to the price and other terms of the sale for the chosen vehicle, the sales representative shall prepare and fill up the vehicle sales report. The sales representative will ask the customer to pay a certain amount to serve as deposit and then he will turn over said payment together with the vehicle sales proposal to the cashier for proper posting of such collection. The cashier will issue either a provisional or official receipt. For sale on Cash on Delivery basis, the sales representative will first request from the cashier a provisional receipt reflecting the amount due. Upon delivery of the vehicle, the customer shall sign the vehicle sales invoice, vehicle delivery notes and parts invoices. Thereafter, the sales representative will collect from the customer the payment either in cash or manager's check and issue the corresponding provisional receipt. The sales representative shall remit his collection to the cashier, who in turn will post the same on the vehicle sales proposal. The folder file will have to be surrendered to the Credit and Collection Department. This particular folder will be forwarded to the Accounting Department for computation of the commission.[21]

Gatchalian testified that in the sales transactions concluded by petitioner, the latter kept the folder files. Consequently the necessary documents never reached the departments concerned despite the release of the vehicles to the customers. The vehicle delivery note, which contained among others the signature of the officer from the finance department, does not prove that payment was given by the customer but simply serve as proof of delivery of the unit. Gatchalian admitted that as a matter of policy, the company does not release the vehicle to the client without full payment of the price thereof. However, with respect to the sales to the customers involved in the instant cases, the vehicle units were release because of the stiff competition in the market; and the trust and confidence accorded by the top management on the petitioner. Gatchalian asserted that petitioner and Mr. William Lee have known each other for several years.[22]

Called next to testify was witness Tiong. He essentially affirmed the testimony of Abdon and Gatchalian. Tiong disclosed that sometime in July 1994, his company Tritan Trading Corporation[23] authorized him to buy two units of vehicle from Toyota.[24] He issued a check worth P20,000.00 as deposit or down payment to petitioner, who then issued him a provisional receipt. Petitioner signed the receipt in the presence of Tiong.[25] Petitioner's signature appears on the lower right hand portion of the receipt. Tiong next paid to the petitioner Philtrust Bank Check No. AO-12122 in the amount of P480,000.00 as final payment. In turn, petitioner issued to Tiong Provisional Receipt No. 56013.[26]

For the second car, a grayish green Toyota Corolla, Tiong again issued to petitioner two (2) checks, first a check worth P20,000.00 as down payment and a second check, Philtrust Bank Check No. AO-13851, likewise in the amount of P480,000.00 as full payment. Philtrust Bank Check No. AO-13851 was acknowledged by petitioner via Provisional Receipt No. 54530.[27] For both cars, check payments were crossed and issued payable to cash.[28]

Petitioner Dionisio Aw, a.k.a., Tony Go, was the lone witness in his defense.

Petitioner recalled that he was initially an employee of Cecilia Motors Corporation from June 1981 to 13 October 1983. Mr. William Lee, one of the stockholders therein was his boss. In January 1989, petitioner made a call to Toyota where Mr. William Lee was then already working as Executive Vice-President. On 23 February 1989, petitioner was appointed Sales Representative. He pointed out that there is nothing in his appointment which indicates that he is authorized to receive payments from the customers. From January 1989 up to the time he resigned, he sold more or less 600 to 700 units.[29]

He said that Tritan Trading Corporation purchased two units of Toyota Corolla on cash basis and prepared the necessary vehicle sales proposal for these transactions which documents are in the custody of Toyota. He

accompanied the driver of Tritan Trading Corporation, who brought the check payments for both vehicles to the cashier in Toyota. After these payments, the vehicles were released to the driver.

As stated at the outset, the RTC dismissed Criminal Cases No. Q-95-60331, No. Q-95-61235, No. Q-95-61236, No. Q-95-61237 and No. Q-95-61238. The RTC concluded that the petitioner misappropriated the amount of P480,000.00 in Philtrust Bank Check No. AO-12122 only, under the Information in Criminal Case No. Q-95-61234. The RTC absolved petitioner for any liability on the value of Philtrust Bank Check No. AO-13851 also for P480,000.00, which is the evidence against the petitioner in Criminal Case No. Q-95-61236. According to the RTC, the dorsal portion of Philtrust Bank Check No. AO-13851 which would disclose the recipient of its proceeds was not among the exhibits annexed to the prosecution's formal offer of evidence. Additionally, the RTC mentioned that the acquittal of the petitioner in Criminal Case No. Q-95-1236 is justified in view of the failure of the prosecution to formally offer the demand letter from Toyota pertaining to the value of Philtrust Bank Check No. AO-13851 which Abdon claimed was sent to the accused.[30]

The RTC held:

Considering that the criminal culpability of accused was clearly established in Criminal Case No[s]. Q-95-61234, he shall be civilly liable to pay the sum of P480,00.00 for the value of Philtrust Bank Check No. AO-12122 representing the amount of money which he misappropriated.

WHEREFORE, finding the accused Dionisio Aw alias Tony Go guilty of the crime of Estafa defined and penalized under Article 315, paragraph 1(b) of the Revised Penal Code, he is hereby sentenced to suffer imprisonment of 18 years, 2 months and 21 days to 20 years of Reclusion Temporal for Criminal Case No. Q-95-61234.

Further, he is ordered to pay Toyota Quezon Avenue the sum of P480,000.00 representing the amount of money which he misappropriated.

On reasonable doubt, the Court hereby acquits accused Dionisio Aw of the crime of Estafa in Criminal Case Nos. Q-95-60331, Q-95-61235, Q-95-61236, Q-95-61237 and Q-95-61338.[31]

Petitioner appealed his judgment of conviction to the Court of Appeals which was docketed as CA-G.R. CR No. 28147. The Court of Appeals agreed with the RTC and rendered a decision dated 27 November 2007, the fallo of which reads:

WHEREFORE, the assailed decision of the RTC of Quezon City Branch 76 in Criminal Case No. Q-95-61234 is hereby AFFIRMED.[32]

Petitioner's motion for reconsideration was similarly denied for lack of merit by the appellate court in a Resolution dated 17 March 2008,[33] hence, this petition based on the following issue:

Whether or not the Court of Appeals in rendering the contested decision and resolution, had decided a question of substance in a way not in accord with law or applicable decisions of the Honorable Court, and has so far departed from the accepted and usual course of judicial proceedings as to call for an exercise by this Honorable Court of its power of supervision, considering that:

- a) The Court of Appeals erred in finding the accused guilty of estafa despite failure on the part of the prosecution to prove its elements beyond reasonable doubt.
- b) The Court of Appeals erred in not applying the principle of Pro Reo considering that the evidence relied upon were verily circumstantial.[34]

Striving to be acquitted of the crime charged, petitioner insists that the prosecution: (1) failed to show that Toyota

reposed trust and confidence upon him as his appointment letter as Senior Sales Representative does not authorize him to collect and/or receive payments from clients/customers; (2) the Vehicle Sales Proposal states that all check payments shall be under the order of Toyota, while all cash remittances were directly paid to the company's cashier, clearly showing that he did not at any time received any amount from the customers who transacted with him; (3) the checks issued by Tiong although payable in cash were crossed checks, thus meant for deposit only.[35]

The petition lacks merit.

The elements of Estafa under Article 315, Paragraph 1(B) of the Revised Penal Code are:

- (a) that money, goods or other personal property is received by the offender in trust or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same.
- (b) that there be misappropriation or conversion of such money or property by the offender, or denial on his part of such receipt
- (c) that such misappropriation or conversion or denial is to the prejudice of another; and
- (d) there is demand by the offended party to the offender.

The first element of Estafa under Article 315, Paragraph 1(B) is the receipt by the offender of the money, goods, or other personal property in trust or on commission, or for administration, or under any other obligation involving the duty to make delivery of or to return the same.

Petitioner insists that the prosecution was not able to prove that Toyota reposed upon him such degree of trust and confidence which he took advantage of and that his appointment letter does not authorized him to collect and/or receive payment from customers.[36]

Petitioner's argument is a feeble attempt to escape liability and is belied by the testimonies of prosecution witnesses Abdon, Gatchalian and Tiong. Based on the testimony of Abdon and Gatchalian, petitioner possessed the trust and confidence of Mr. William Lee because petitioner worked under him for a long time even before his employment as sales representative at Toyota.[37] The testimonies of Abdon and Gatchalian also proved that petitioner had the authority to receive payments from customers and that it was petitioner who received the check payment of Tiong for the latter's vehicle purchase.[38]

Based on Abdon's narration, he recalled that as a matter of procedure, vehicles purchased from Toyota were usually not released until full payment was made by the customer. An exception was made in this particular transaction between Tiong and petitioner as sales representative of Toyota because of the stiff competition in the market at that time and the trust and confidence accorded by the management to petitioner who was very close to Mr. William Lee, a person who occupied a top management position in Toyota at that time.

The testimony of Abdon was supported by Tiong, who stated that he issued Philtrust Bank Check No. AO-12122 in the amount of Four Hundred Eighty Thousand Pesos (P480,000.00) payable to cash and gave the check to petitioner. Tiong further stated that he issued the check payable to cash as required by Toyota to fund its stock replenishment. This particular check was not remitted to the Cashier of Toyota. During trial, the check was presented and it shows therein the word "PAID" mark on its face and Petitioner's name, "Tony Go" written at the dorsal portion of the check. All these testimonies of Abdon and Tiong contradicts the claim of petitioner that he never received payment from the customers under the guise that he has no authority to receive such payment from Toyota in the first place. [39]

Verily, we find the testimonial evidence of Abdon and Tiong more credible than the uncontroverted and self

serving testimony of the petitioner.

We next turn to the second element of Estafa under Article 315, Paragraph 1(B) namely, prejudice and the third element, therein of misappropriation.

The essence of Estafa under Article 315, paragraph 1(b) is the appropriation or conversion of money or property received to the prejudice of the owner. The words "convert" and "misappropriate" connote an act of using or disposing of another's property as if it were one's own, or of devoting it to a purpose or use different from that agreed upon. To misappropriate for one's own use includes not only conversion to one's personal advantage, but also every attempt to dispose of the property of another without right.[40]

In this case, it was clearly established by the testimonies of Abdon and Tiong that petitioner as salesman of Toyota received the check payment issued by Tiong and failed to turn over the check to the cashier of Toyota or to surrender the value of said check in accordance with his duty, upon demand. The law is clear that failure to account upon demand for funds or property held in trust as in the case at bar is circumstantial evidence of misappropriation.[41] In *Filadams Pharma, Inc. v. Court of Appeals*,[42] we reiterated that the demand for the return of the thing delivered in trust and the failure of the accused to account for it are circumstantial evidence of misappropriation. In this case, petitioner presented no satisfactory explanation for his inability to account for Philtrust Check No. AO-12122.

As to the last element pertaining to demand by the offended party that the offender return the money, Toyota sent to the petitioner a letter dated 20 January 1995 demanding that the latter remit to the cashier of the former the value of Philtrust Check No. AO-12122.[43]

All given, we find the petitioner's testimony unconvincing. Petitioner's allegations now are nothing but a rehash of arguments he unsuccessfully raised before the trial court and the Court of Appeals. It must be stressed that all the grounds raised by the petitioner now involve factual issues already passed upon twice below, and are inappropriate in a Petition for Review under Rule 45, which allows only questions of law to be raised.[44]

The Court finds no reason to deviate from the factual findings of the trial court and the Court of Appeals.

It is well-settled that factual findings and conclusions of the trial court and the Court of Appeals are entitled to great weight and respect, and will not be disturbed on review by us, in the absence of any clear showing that the lower courts overlooked certain facts or circumstances which would substantially affect the disposition of the case. The factual findings of the appellate court generally are conclusive, and carry even more weight when said court affirms the findings of the trial court, absent any showing that the findings are totally devoid of support in the record or that they are so glaringly erroneous as to constitute grave abuse of discretion. In this case, we find no cogent reason to reverse the aforesaid findings.[45]

Trial Courts are in the best position to assess the witnesses' credibility and to appropriate their truthfulness, honesty and candor.[46]

With the foregoing discussion and the liability of the petitioner having been definitely established, the Court cannot oblige petitioner's insistence that we apply the principle of *Pro Reo*[47] in the instant case.

We now proceed to discuss the appropriate penalty for the crime committed by the petitioner.

The RTC imposed the penalty of imprisonment of 18 years, 2 months and 21 days to 20 years of reclusion temporal. The RTC erred in this regard.

The penalty for Estafa is provided in Article 315 of the Revised Penal Code:

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

1st. The penalty of prision correccional in its maximum period to prision mayor in its minimum period, if the amount of the fraud is over 12,000 pesos but does not exceed 22,000 pesos; and if such amount exceeds the latter sum, the penalty provided in this paragraph shall be imposed in its maximum period, adding one year for each additional 10,000 pesos; but the total penalty which may be imposed shall not exceed twenty years. In such cases, and in connection with the accessory penalties which may be imposed and for the purpose of the other provisions of this Code, the penalty shall be termed prision mayor to reclusion temporal, as the case may be;

The range of the penalty provided for in Article 315 is composed of only two periods, thus, to get the maximum period of the indeterminate sentence, the total number of years included in the two periods should be divided into three. Article 65[48] of the same Code requires the division of the time included in the prescribed penalty into three equal periods of time, forming one period for each of the three portions. The maximum, medium and minimum periods of the prescribed penalty are therefore:

Minimum period-4 years, 2 months and 1 day to 5 years, 5 months and 10 days.

Medium period-5 years, 5 months and 11 days to 6 years, 8 months and 20 days.

Maximum period-6 years, 8 months and 21 days to 8 years.

The amount defrauded, P480,000.00, being in excess of P22,000.00, the penalty imposable should be the maximum period of six years, eight months, and twenty-one days to eight years of prision mayor. However, Article 315 also provides that an additional one year shall be imposed for each additional P10,000.00 defrauded in excess of P22,000.00 but in no case shall the total penalty which may be imposed exceed 20 years.

We now apply the Indeterminate Sentence Law in computing the proper penalty imposable in the case at bar. Since the penalty prescribed by law for the estafa charge against petitioner is prision correccional maximum to prision mayor minimum, the penalty next lower would then be prision correccional in its minimum to medium periods. Thus, the minimum term of the indeterminate sentence should be anywhere from 6 months and 1 day to 4 years and 2 months, while the maximum term of the indeterminate sentence should not exceed 20 years of reclusion temporal.[49]

We therefore impose on the petitioner the Indeterminate Sentence of 4 years and 2 months of prision correccional as minimum to 20 years of reclusion temporal as maximum.

The RTC correctly ordered the petitioner to indemnify Toyota in the amount of P480,000.00 as actual damages.[50]

WHEREFORE, premises considered, the instant petition is DENIED for lack of merit and the Decision of the Court of Appeals dated 27 November 2007, and the Resolution of the same Court dated 17 March 2008, in CA-G.R. CR No. 28147 affirming the Decision of the Regional Trial Court of Quezon City, Branch 76 dated 7 April 2003, are AFFIRMED with the MODIFICATION that the minimum term of the Indeterminate Sentence to be imposed upon the petitioner should be 4 years and 2 months of prision correccional as minimum to 20 years of reclusion temporal as maximum.

SO ORDERED.

Carpio,[*] (Chairperson), Brion, Del Castillo, and Abad, JJ., concur.

[*] Per Special Order No. 826, Senior Associate Justice Antonio T. Carpio is designated as Acting Chief Justice from March 17-30, 2010.

[1] Penned by Associate Justice Ricardo R. Rosario with Associate Justices Rebecca de Guia Salvador and Magdangal M. de Leon concurring. Rollo, pp. 35-46.

[2] Penned by then Presiding Judge Monina A. Zenarosa. Id. at 58-77.

[3] Id. at 58.

[4] Id. at 47.

[5] Presided by then Judge Monina A. Zenerosa.

[6] Id. at 17.

[7] Id. at 83.

[8] Id. at 61.

[9] Id.

[10] TSN, 18 March 1996, p. 9.

[11] Id. at 10.

[12] Id. at 11.

[13] TSN, 25 June 1996, p. 98.

[14] Id. at 99.

[15] TSN, 9 July 1996, pp. 104-105.

[16] Id.

[17] Id. at 91-92.

[18] Id. at 115.

[19] Id. at 116.

[20] Id.

[21] TSN, 12 July 1999, pp. 354-356.

[22] CA rollo, pp. 75-77.

[23] TSN, 18 October 1999, p. 366.

[24] Id.

[25] Id. at 369.

[26] Id. at 372.

[27] Id.

[28] TSN, 8 November 1999, p. 389.

[29] TSN, 6 August 2001, p. 513.

[30] Rollo, p. 73.

[31] Id. at 76-77.

[32] Id. at 45-46.

[33] Id. at 47.

[34] Id. at 133-134.

[35] Id. at 135-137.

[36] Id. at 135.

[37] TSN, 12 July 1999, p. 357.

[38] TSN, 18 March 1996, pp. 8-9.

[39] Rollo, p. 373.

[40] Wilma Tabaniag v. People, G.R. No. 165411, 18 June 2009.

[41] Lee v. People, 495 Phil. 239, 250 (2005).

[42] G.R. No. 132422, 30 March 2004, 426 SCRA 460, 468.

[43] Rollo, p. 73.

[44] Libuit v. People, G.R. No. 154363, 13 September 2005, 469 SCRA 610, 617-618.

[45] Id. at 618.

[46] Perez v. People, G.R. No. 150443, 20 January 2006, 479 SCRA 209, 219-220.; Bautista v. Mercado, G.R. No. 174405, 26 August 2008, 563 SCRA 398, 406.

[47] Referring to the interpretation favorable to the accused where a law admits of several interpretations. People v. Comadre, G.R. No. 153559, 8 June 2004, 431 SCRA 366, 384.

[48] Article 65 of the Revised Penal Code. Rule in cases in which the penalty is not composed of three periods. - In cases in which the penalty prescribed by law is not composed of three periods, the courts shall apply the rules contained in the foregoing articles, dividing into three equal portions of time included in the penalty prescribed, and forming one period of each of the three portions.

[49] Diaz v. People, G.R. No. 171121, 26 August 2008, 563 SCRA 322, 339-340.

[50] Id.

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.