

PHILIPPINE NATIONAL BANK, PETITIONER, VS. AMELIO TRIA AND JOHN DOE, RESPONDENTS.

G.R. No. 193250. April 25, 2012

Ponente: VELASCO JR., J.

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VELASCO JR., J.:

This is an appeal from the January 18, 2012 Decision[1] of the Court of Appeals in CA-G.R. SP No. 108571 entitled *Philippine National Bank v. Department of Justice, Amelio C. Tria and John Doe* which affirmed the Resolution dated December 26, 2007 issued by the Department of Justice.

The Facts

Respondent Amelio C. Tria (Tria) was a former Branch Manager of petitioner Philippine National Bank (PNB), assigned at PNB's Metropolitan Waterworks and Sewerage System Branch (PNB-MWSS) located within the Metropolitan Waterworks and Sewerage System (MWSS) Compound, Katipunan Road, Balara, Quezon City.

On September 21, 2001, MWSS opened Current Account (C/A) No. 244-850099-6 with PNB-MWSS and made an initial deposit of PhP 6,714,621.13 on October 10, 2001. The account was intended as a depository for a loan from the Asian Development Bank (ADB) to fund Contract No. MS-O1C.

To withdraw from the account, PNB checks must be issued and three signatures secured—one signatory each from MWSS, Maynilad Water Services, Inc. (MWSI), and the contractor, China-Geo Engineering Corporation (China-Geo).[2]

On April 16, 2003, C/A 244-850099-6 became dormant with a balance of PhP 5,397,154.07.[3]

In the meantime, Tria requested a listing of the dormant accounts of PNB-MWSS and borrowed the folders of MWSS and C/A 244-850099-6.[4] On one occasion, Tria also inquired about the irregularities involving manager's checks committed by the bank's former branch accountant.[5]

On April 22, 2004, PNB-MWSS received a letter-request from MWSS instructing the deduction of PhP 5,200,000 (plus charges) from C/A 244-850099-6 and the issuance of the corresponding manager's check in the same amount payable to a certain "Atty. Rodrigo A. Reyes." The letter-request was purportedly signed and approved by the duly authorized signatories of MWSS. Hence, C/A 244-850099-6 was re-activated in light of the letter-request.[6]

The letter-request, supporting documents, and Manager's Check Application Form were then evaluated by the bank's Sales and Service Officer (SSO), Agnes F. Bagasani, who found the same to be in order.[7]

Edsel B. Francisco (Francisco), who was also designated to perform the tasks of a Fund Transfer Processor (FTP), likewise verified the letter-request and the documents from the MWSS Current Account folder of the bank. He then effected the transaction requested by debiting C/A No. 244-850099-6 for the purchase of a Manager's Check payable to "Atty. Rodrigo A. Reyes" and prepared a Batch Input Sheet listing the supporting documents for the

transaction together with the other transactions for that day.[8]

Manager's Check No. 1165848 was, thus, prepared and issued in the name of Atty. Rodrigo A. Reyes (Atty. Reyes) for the amount of PhP 5,200,000 (five million two hundred thousand pesos).[9]

On April 26, 2004, PNB-MWSS received cash delivery from PNB's Cash Center in the amount of PhP 8,660,000.[10] Nonetheless, at around 11:00 a.m. of the same day, respondent Tria accompanied Atty. Reyes in presenting Manager's Check No. 1165848 to PNB's Quezon City Circle Branch (PNB-Circle) for encashment and told PNB-Circle's SSO, George T. Flandez (Flandez), that PNB-MWSS had no available cash to pay the amount indicated in the Manager's Check. He also informed Flandez that Atty. Reyes was a valued client of his branch and was in a hurry to leave for a scheduled appointment.[11]

To confirm the issuance of Manager's Check No. 1165848, Flandez called PNB-MWSS and talked to its Sales and Service Head, Geraldine C. Veniegas (Veniegas).[12] Veniegas confirmed that PNB-MWSS issued a manager's check in favor of Atty. Reyes and sent a letter-confirmation through e-mail to PNB-Circle.[13]

While waiting for the confirmation, Flandez interviewed Atty. Reyes. Atty. Reyes told Flandez that he was an MWSS contractor and the amount covered by Manager's Check No. 1165848 represented the proceeds of his recent contract with MWSS. Atty. Reyes then showed his driver's license and Integrated Bar of the Philippines identification card to Flandez and wrote the numbers of these cards on the back of the manager's check.[14]

Upon receiving confirmation from PNB-MWSS regarding the manager's check, Flandez went to the Cash Center of PNB-Circle to pick up the cash requisition. Tria and Atty. Reyes, however, followed him with Tria telling Flandez: "Pirmahan ko na lang 'tong check, George. Identify ko na lang siya kasi nagmamadali siya. Dito na lang i-receive. For security... kasi nag-iisa lang siya." [15] Tria then placed his signature on the check above the handwritten note "PAYEE IDENTIFIED – AMELIO C. TRIA." [16]

In August 2004, Veniegas, the Sales and Service Head of PNB-MWSS, observed that Tria showed sudden concern with the Minutes of the Meeting dated August 6, 2004 even if he was no longer involved in the operations of the bank. Tria reminded her to prepare the Minutes of the Meeting. Tria then made revisions therein.[17] After the revised Minutes of the Meeting had been signed by all the attendees, Tria sought to further amend the Minutes, as follows:

9. For your information, BM Tria, per delineation of functions has no approving authority except in the opening of current and savings account. The BM is purely on marketing clients and giving services to existing and new clients. Sometimes, we are requesting his assistance like:

- represent/follow up our operational needs in the Head Office;
- handles client complaints;
- assists in emergency cash requisitions;
- assists in accompanying valued client/clients to QC Circle Branch for encashment of MCs merely to identify the bearer/payee and confirmation of the MC whenever we are short in cash;
- we usually seek some advice and strategies on handling clients complaints and on other operational matters.[18]

On November 1, 2004, Tria retired as PNB-MWSS' Manager under PNB's regular retirement plan.[19]

On February 2, 2005, Zaida Pulida (Pulida), the MWSS employee in charge of C/A No. 244-850099-6,[20] inquired about the account's outstanding balance. While she was trying to reconcile the records of MWSS and PNB, she inquired about a debit entry dated April 22, 2004 to C/A No. 244-850099-6 in the amount of PhP 5,200,000.

Veniegas verified that PhP 5,200,000 was indeed debited and was encashed using Manager's Check No. 1165848 in favor of Atty. Rodrigo A. Reyes. Veniegas also attempted to retrieve the files for the transaction on April 22, 2004 but discovered that the duplicate copy of Manager's Check No. 1165848, the manager's check application form and the letter of authority were all missing.[21]

Pulida notified Veniegas that MWSS did not apply for the issuance of the manager's check payable to Atty. Reyes. Upon verification with the Integrated Bar of the Philippines, it was discovered that there was no Rodrigo A. Reyes included in its membership roster. Further, upon inspection of the PNB-MWSS microfilm copy of Manager's Check No. 1165848, it was shown that the check was negotiated and encashed at the PNB-Circle on April 26, 2004 and was annotated with "ok for payment per confirmation and approval of PNB MWSS" by Tria on the dorsal portion of the check.[22]

On February 14, 2005, MWSS wrote the new Branch Manager of PNB-MWSS, Ofelia Daway, about the unauthorized withdrawal from their PNB C/A No. 244-850099-6.[23] MWSS expressed surprise at the withdrawal of PhP 5,200,030 from its account when it had not issued any PNB checks. The MWSS letter also stated that:

Our contractor has already submitted their final billing and we expect to withdraw the full amount deposited to the said account within a month's time. We therefore demand the refund or restoration within five (5) days after receipt of this letter of the amount of P5,200,030.00 to PNB Account No. 244-850099-6 representing the amount withdrawn without MWSS authorization/instructions. Otherwise, we will use all the legal means available to MWSS to recover the amount.

PNB conducted its own investigation and, at its conclusion, sought to hold Tria liable for qualified theft.[24]

Employees of PNB-MWSS, Veniegas, Bagasani, and Francisco, and PNB-Circle's SSO, Flandez, executed separate complaint-affidavits to recount the circumstances of the issuance and encashment of Manager's Check No. 1165848, and accused Tria guilty of qualified theft.

Tria, via his Counter-Affidavit, contended that (1) there was no taking of personal property; (2) there was no intent to gain on his part; (3) the personal property does not belong to PNB even if it is the depositary bank; (4) there was no grave abuse of confidence on his part; and (5) his alleged identification of the payee is not the operative act that triggered the payment of the manager's check by the PNB-MWSS Branch.[25] Instead, Tria argued that it was Flandez who approved and paid the manager's check even beyond his authority. He added that it was the other bank employees who should be held liable for the loss.

In his Reply-Affidavit dated February 20, 2006, Flandez contradicted Tria's claim that Tria left PNB-Circle immediately after signing Manager's Check No. 1165848. According to Flandez, Tria helped Atty. Reyes count the PhP 5,200,000 by the bundle and even asked the bank's security guard for a plastic bag for the cash.[26]

Following a preliminary investigation, the Assistant City Prosecutor issued a Resolution[27] on August 15, 2006 stating that Tria's identification of the payee did not consummate the payment of the Manager's Check. Rather, it was held, the consummation of the payment occurred during Flandez' approval of the encashment. The Resolution's dispositive portion reads:

WHEREFORE, in view of the foregoing, Undersigned respectfully recommends the approval of the above and the dismissal of the charge for Qualified Theft against respondent Amelio C. Tria due to lack of evidence and probable cause.

PNB moved for reconsideration but was denied in a Resolution[28] dated April 13, 2007.

Undaunted, PNB filed a petition for review with the Department of Justice (DOJ) and prayed for the reversal of

the August 15, 2006 and April 13, 2007 Resolutions issued by the Office of the City Prosecutor of Quezon City (OCP).

On December 26, 2007, then Justice Secretary Raul M. Gonzales issued a Resolution dismissing PNB's petition for review. PNB's motion for reconsideration was denied in a Resolution dated February 27, 2009.

PNB sought recourse before the Court of Appeals (CA). It alleged that both the OCP and the DOJ committed grave abuse of discretion in failing to consider that Tria and Atty. Reyes/John Doe conspired in committing the crime of qualified theft; and the DOJ committed grave abuse of discretion in failing to consider the existence of probable cause in the instant case and affirming the OCP's findings that there is no probable cause to hold Tria and Atty. Reyes/John Doe for trial in the crime of qualified theft.

The Ruling of the CA

On January 18, 2010, the CA decided in favor of Tria. In affirming the DOJ Resolution issued by Secretary Gonzales, the CA took notice of how Manager's Check No. 1165848 was issued and paid by PNB after the verification made by PNB's own employees.

The CA ruled that probable cause against Tria and Atty. Reyes was not established since the employees of PNB made the encashment after their own independent verification of C/A No. 244-850099-6. Further, the CA deferred to the DOJ's determination of probable cause for the filing of an information in court as it is an executive function and ruled that the resolutions were not reversible as PNB was unable to show that these resolutions of the DOJ were tainted with grave abuse of discretion. The CA, thus, affirmed the OCP's finding that Tria's identification of the payee did not by itself bring about the payment of the subject manager's check and concluded that the element of taking of personal property belonging to another without the owner's consent is lacking since PNB consented to the taking by Atty. Reyes.

The dispositive portion of the CA Decision reads:

WHEREFORE, the petition is DISMISSED. The assailed Resolutions dated December 26, 2007 and February 29, 2009, issued by Justice Secretary Raul M. Gonzales in I.S. No. 05-10093. are AFFIRMED.

SO ORDERED.

PNB, thus, questions the Decision of the CA by the instant appeal.

The Ruling of this Court

We find petitioner's appeal meritorious.

According to the CA, it was the approval of the request for the issuance and for the encashment of the manager's check by the employees of PNB that resulted in the withdrawal of the amount encashed by Atty. Reyes/John Doe. Hence, according to the appellate court, the OCP was correct in not pursuing the criminal case against Tria.

Clearly, the CA in the instant case erroneously overlooked vital factual circumstances that call for a reversal of its ruling.

While discretionary authority to determine probable cause in a preliminary investigation to ascertain sufficient ground for the filing of an information rests with the executive branch,[29] such authority is far from absolute. It may be subject to review when it has been clearly used with grave abuse of discretion.[30] And indeed, grave abuse of discretion attended the decision to drop the charges against Tria as there was more than probable cause to proceed against him for qualified theft.

It must be emphasized at the outset that what is necessary for the filing of a criminal information is not proof beyond reasonable doubt that the person accused is guilty of the acts imputed on him, but only that there is probable cause to believe that he is guilty of the crime charged.

Probable cause, for purposes of filing a criminal information, are such facts as are sufficient to engender a well-founded belief that a crime has been committed and that the accused is probably guilty thereof.[31] It is 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 is to be prosecuted. [32] A finding of probable cause needs only to rest on evidence showing that, more likely than not, a crime has been committed and that it was committed by the accused.[33]

The acts of Tria and the relevant circumstances that led to the encashment of the check provide more than sufficient basis for the finding of probable cause to file an information against him and John Doe/Atty. Reyes for qualified theft. In fact, it is easy to infer from the factual milieu of the instant case the existence of all the elements necessary for the prosecution of the crime of qualified theft.

As defined, theft is committed by any person who, with intent to gain, but without violence against, or intimidation of persons nor force upon things, shall take the personal property of another without the latter's consent.[34] If committed with grave abuse of confidence, the crime of theft becomes qualified.[35] In précis, qualified theft punishable under Article 310 in relation to Articles 308 and 309 of the Revised Penal Code (RPC) is committed when the following elements are present:

- Taking of personal property;
- That the said property belongs to another;
- That the said taking be done with intent to gain;
- That it be done without the owner's consent;
- That it be accomplished without the use of violence or intimidation against persons, nor of force upon things;
and
- That it be done with grave abuse of confidence.

In the instant case, the first and second elements are unquestionably present. The money involved is the personal property of Tria's employer, PNB. Tria's argument that the amount does not belong to PNB even if it is the depositary bank is erroneous since it is well established that a bank acquires ownership of the money deposited by its clients.[36]

The third element, intent to gain or animus lucrandi, is an internal act that is presumed from the unlawful taking by the offender of the thing subject of asportation.[37] This element is immediately discernable from the circumstances narrated in the affidavits submitted by PNB's employees. In particular, it is plain from Tria's misrepresentation that the person he called Atty. Reyes was a valued client of PNB-MWSS who was authorized to encash the manager's check and his act of revising his functions as stated in the Minutes of the Meeting referred to by Veniegas to make it appear that he had been tasked with "accompanying valued client/clients to QC Circle Branch for encashment of MCs merely to identify the bearer/payee and confirmation of the MC whenever we are short in cash."

The fifth element is undisputed, while the last element, that the taking be done with grave abuse of confidence, is sufficiently shown by the affidavits of PNB and Tria's own admission of the position he held at the Bank. A bank's employees are entrusted with the possession of money of the bank due to the confidence reposed in them

and as such they occupy positions of confidence.[38]

It is the existence of the fourth element—the taking be done without the owner’s consent—that is the crux of contention. While the appellate court, together with the DOJ and OCP, maintains the negative and equates the cumulative acts of the other PNB employees as the consent of PNB in the issuance and encashment of the manager’s check, this Court cannot find itself to sustain such opinion.

On the contrary, the facts portray the stark absence of consent on the part of PNB for the issuance of manager’s check payable to “Atty. Rodrigo A. Reyes” and its felonious encashment by John Doe/Atty. Reyes in complicity with Tria.

Tria, it must be reiterated, was PNB’s bank manager for its MWSS branch. The check in question was a manager’s check. A manager’s check is one drawn by a bank’s manager, Tria in this case, upon the bank itself. We have held that it stands on the same footing as a certified check, which is deemed to have been accepted by the bank that certified it, as it is an order of the bank to pay, drawn upon itself, committing in effect its total resources, integrity and honor behind its issuance. By its peculiar character and general use in commerce, a manager’s check is regarded substantially to be as good as the money it represents.[39] In fact, it is obvious from the PNB affidavits that the MWSS C/A was deducted upon the issuance of the manager’s check and not upon its encashment. Indeed, as the bank’s own check, a manager’s check becomes the primary obligation of the bank and is accepted in advance by the act of its issuance.[40]

Taking this fact into consideration, it cannot be denied that the wheels of the felony started turning days before the misrepresentations made by Tria at PNB-Circle. And the encashment was a mere culmination of the crime that was commenced in PNB-MWSS.

The felony of qualified theft started with the use of the now missing falsified letter-request and supporting documents for the issuance of the manager’s check and the re-activation of the MWSS C/A. It was the pretense of an authority from MWSS that deprived PNB the liberty to either withhold or freely give its consent for the valid reactivation of the account and issuance of the check. Quoting from *Black v. State*,[41] this Court held in *Gaviola v. People*[42] that such pretense does not validate a taking:

In all cases where one in good faith takes another’s property under claim of title in himself, he is exempt from the charge of larceny, however puerile or mistaken the claim may in fact be. And the same is true where the taking is on behalf of another, believed to be the true owner. Still, if the claim is dishonest, a mere pretense, it will not protect the taker.

In more conventional words, this Court sustained the finding of qualified theft in *People v. Salonga*,[43] where the taking was done through the issuance of a check by the very person responsible for, and in custody of, the said check, viz:

The crime charged is Qualified Theft through Falsification of Commercial Document. The information alleged that the accused took P36,480.30 with grave abuse of confidence by forging the signature of officers authorized to sign the subject check and had the check deposited in the account of Firebrake Sales and Services, a fictitious payee without any legitimate transaction with Metrobank. Theft is qualified if it is committed with grave abuse of confidence. The fact that accused-appellant as assistant cashier of Metrobank had custody of the aforesaid checks and had access not only in the preparation but also in the release of Metrobank cashier’s checks suffices to designate the crime as qualified theft as he gravely abused the confidence reposed in him by the bank as assistant cashier. x x x (Emphasis supplied.)

Similar to the bank involved in *Salonga*, PNB was deprived of the discretion to withhold its consent since, as the circumstances establish, the very person responsible for the custody and the issuance of the check is the one guilty

for its felonious issuance and encashment, its former branch manager Tria.

Indeed, the pretense made in PNB-MWSS that led to the issuance of the Manager's Check cannot be imputed on anyone other than Tria. His role as the branch manager of PNB-MWSS who had the responsibility over the functions of the employees of PNB-MWSS cannot be overlooked. As branch manager, Tria signs manager's checks. He serves as the last safeguard against any pretense resorted to for an illicit claim over the bank's money. The acts of the other bank officials in the MWSS branch in processing the manager's checks pass through the supervision and approval of Tria. Thus, the processing and approval of the check are the responsibility of Tria.

As such, Tria is duty-bound to verify from the bank's client any supposed authority given for the issuance of a manager's check. He was, therefore, duty-bound to confirm with MWSS whether the letter-authorization for the deduction of P5.2 million from the MWSS C/A is genuine, legal and binding. Tria is required to exercise the highest degree of care since the degree of diligence required of banks is more than that of a good father of a family where the fiduciary nature of their relationship with their depositors is concerned.^[44] This degree of diligence was wanting in Tria's failure to determine the veracity of said letter-authority considering that the amount to be deducted is large, with the withdrawal of almost the entire amount of the deposit leaving only less than PhP 200, more so when the account has been dormant since April 16, 2003.

As standard banking practice intended precisely to prevent unauthorized and fraudulent withdrawals, a bank manager verifies with the client-depositor to authenticate and confirm that he/she has validly authorized such withdrawal. Such failure of Tria as bank manager to verify the legitimacy of the requested withdrawal lends credence to the accusation that he colluded with Atty. Reyes to feloniously take money from PNB, and his complicity includes depriving the bank of its opportunity to deny and withhold the consent for the necessary issuance of Manager's Check No. 1165848. It cannot, therefore, be gainsaid that PNB did not consent to the issuance of the check and its eventual encashment—which both constitute the taking of personal property—as respondents had made sure that the bank was rendered inutile and incapable to give its consent. The fourth element of the crime clearly exists.

Furthermore, a branch manager normally stays at his branch to perform his functions and duties in such position in said branch except on official business as prescribed by the bank. Certainly, it is not one of the duties of a branch manager to leave his office and personally accompany a payee of a manager's check it issued to another branch to encash said check. It is, therefore, unusual and highly suspicious for Tria to leave his office located in Balara, Diliman, Quezon City and travel to Quezon Avenue where the PNB-Circle is located to identify a fictitious payee and ensure the encashment of the check.

Tria could just have waited for a call from the branch manager of the PNB Quezon City Circle Branch to verify the authenticity of said check. Such extra effort and unexplained gesture on the part of Tria to provide assistance to Atty. Reyes, a fake lawyer, to ensure the encashment of the check leaves one to believe that he is in cahoots with the impostor.

What is more, it is curious that Tria accompanied John Doe/Atty. Reyes to encash the manager's check in another branch under the pretext that his own branch is short of cash when in fact more than PhP 8 million has just been delivered to PNB-MWSS. Such misrepresentation can only be considered as an attempt to cover the crime and pass the blame to other PNB employees, as in fact the CA ruled that Flandez is to blame. This attempt is further reinforced by the curious case of the missing fictitious letter-request and its supporting documents, which were last seen in the vault of PNB-MWSS which can be accessed by Tria. Furthermore, the allegation of Veniegas that Tria unilaterally and secretly revised the bank's Minutes of the Meeting to reflect that he had "no approval authority" beyond opening accounts but was specifically requested by the bank to "assist valued clients" in

encashing checks at the Quezon City Circle Branch shows an ingenious ploy by Tria to cover his tracks upon the eventual discovery of the theft and is in contravention of the General Banking Law of 2000.[45]

Nonetheless, nothing is more damning than the fact that Tria vouched for the identity of John Doe/Atty. Reyes, even claimed that Atty. Reyes is a valued client of PNB-MWSS, affixed his signature at the back portion of the check to guarantee that Atty. Reyes is the true and legal payee, and ultimately guaranteed that the Manager's check is legally effective and valid and everything is aboveboard. PNB-Circle could have verified from MWSS if the deduction is authorized especially considering that the money will be deducted from an account of a government corporation. The identification by Tria of Atty. Reyes as payee precluded and preempted the bank officials from verifying the transaction from MWSS. Thus, the identification made by Tria impliedly warranted to the PNB-Circle that said Manager's check was validly issued with the consent of PNB, and that the encashment is legal and warranted.

It must also be noted that Tria likewise made representations to the PNB-Circle that the Manager's check is legal and valid as evidenced by the annotation at the dorsal portion of the check "ok for payment per confirmation and approval of PNB MWSS." The act of Tria in confirming and approving the encashment of the check by Reyes is the pretense of the consent given to him by PNB to authorize the issuance of the manager's check that resulted in the taking of Php 5.2 million from PNB. Tria must, therefore, be prosecuted and tried before the courts of justice.

While it is truly imperative to relieve a person from the pain of going through the rigors of trial, it is more imperative to proceed with the prosecution of a criminal case to ensure that the truth is revealed and justice served when there is a prima facie case against him.[46]

WHEREFORE, the petition is GRANTED. The Decision of the Court of Appeals in CA-G.R. SP No. 108571 is REVERSED and SET ASIDE. The Office of the City Prosecutor of Quezon City is ORDERED to file an Information charging Amelio C. Tria and Atty. Reyes/John Doe for Qualified Theft.

SO ORDERED.

Peralta, Abad, Mendoza, and Perlas-Bernabe, JJ., concur.

[1] Rollo, pp. 10-20. Penned by Associate Justice Hakim S. Abdulwahid and concurred in by Associate Justices Normandie B. Pizarro and Florito S. Macalino.

[2] Id. at 55. The Capture Card (Annex "F," rollo, p. 97) accomplished upon the opening of the C/A stated the following: "Please recognize subject to the instruction given below, the following signature(s) in the operation of the deposit account by the application." The Capture Card had three boxes indicating the choice of signatures to be recognized, the last box of which was marked with an "x" indicating the word "ALL" with the phrases "any three (3)" and "one fr. each set" respectively typed above and below the box. The signature boxes contained the name and signatures of Marca A. Cruz and Leonor Cleofas of MWSS, Arnulfo R. Ramirez and Salvador G. Tirona of MWSI, and Hua Zelin of Chine Geo.

[3] Id. at 94.

[4] Id. at 95.

[5] Id. at 96.

[6] Id. at 98.

[7] Id. at 55.

- [8] Annex “H,” *id.* at 100.
- [9] *Id.* at 55.
- [10] *Id.* at 96.
- [11] *Id.* at 55-56.
- [12] *Id.* at 104.
- [13] *Id.*
- [14] *Id.*
- [15] *Id.*
- [16] *Id.*
- [17] *Id.* at 94-95.
- [18] *Id.* at 95.
- [19] *Id.* at 110.
- [20] Also referred to as “Zenaida Pulido” in other parts of the CA Decision.
- [21] Rollo, p. 57.
- [22] *Id.* at 95.
- [23] *Id.* at 115. The letter was signed by MWSS Administrator Orlando C. Honrade.
- [24] *Id.* at 57.
- [25] *Id.*
- [26] *Id.* at 58.
- [27] The Resolution was issued by Assistant City Prosecutor Alessandro D. Jurado.
- [28] The Resolution was issued by 2nd Assistant City Prosecutor Rogelio A. Velasco.
- [29] *Asetre v. Asetre*, G.R. No. 171536, April 7, 2009, 584 SCRA 471, 483.
- [30] *UCPB v. Looyuko*, G.R. No. 156337, September 28, 2007, 534 SCRA 322, 331.
- [31] *Borlongan v. Peña*, G.R. No. 143591, November 23, 2007, 538 SCRA 221, 236; citing *Sarigumba v. Sandiganbayan*, G.R. Nos. 154239-41, February 16, 2005, 451 SCRA 533, 550.
- [32] *Id.*
- [33] *Id.*.
- [34] Revised Penal Code, Art. 308, par. 1.
- [35] *Id.*, Art. 310.
- [36] *People v. Puig*, G.R. Nos. 173654-765, August 28, 2008, 563 SCRA 564, 575.
- [37] *Matrido v. People*, G.R. No. 179061, July 13, 2009, 592 SCRA 534.

[38] Id.

[39] Equitable PCI Bank v. Ong, G.R. No. 156207, September 15, 2006, 502 SCRA 119, 132; citing Tan v. Court of Appeals, G.R. No. 108555, December 20, 1994, 239 SCRA 310, 322.

[40] Security Bank and Trust Corporation v. Rizal Commercial Banking Corporation, G.R. No. 170984, January 30, 2009, 577 SCRA 407, 414.

[41] 3 So. 814 (1888).

[42] G.R. No. 163927, January 27, 2006, 480 SCRA 436, 445-447.

[43] G.R. No. 131131, June 21, 2001, 359 SCRA 310, 323.

[44] Associated Bank v. Tan, G.R. No. 156940, December 14, 2004, 446 SCRA 282, 291; citing Philippine Bank of Commerce v. Court of Appeals, 336 Phil. 667, 681 (1997).

[45] Republic Act No. 8791 states:

Sec. 55. Prohibited Transactions:

55.1. No director, officer, employee, or agent of any bank shall —

(a) Make false entries in any bank report or statement or participate in any fraudulent transaction, thereby affecting the financial interest of, or causing damage to, the bank or any person.

[46] People v. Puig, *supra* note 36.

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