

**PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS.
CRISOSTOMO BUGAOAN Y IGNACIO ALIAS TOM,
ACCUSED-APPELLANT.**

G.R. NO. 87542. March 06, 1990

Ponente: GUTIERREZ, JR., J.

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GUTIERREZ, JR., J.:

In an information filed by the City Fiscal of Cavite City with the Regional Trial Court of Cavite, Crisostomo Bugaoan y Ignacio alias "Tom", was charged with ILLEGAL RECRUITMENT IN A LARGE SCALE allegedly committed as follows:

"That on or about the period comprising February 11, 1987 to March 24, 1987, in the City of Cavite, Republic of the Philippines and within the jurisdiction of this Honorable Court, the above-named accused, representing himself to be the President/Manager of the CIB International, an unlicensed recruiting firm, falsely manifested that he has the power and capacity to recruit and employ applicants for overseas employment and could facilitate the issuance and approval of the necessary travel papers in connection therewith, did, then and there wilfully, unlawfully and knowingly induce, in a large scale, the following applicants, to wit: Reynaldo C. Imperial, Rufino V. Pascua, Medardo Bigalbal, Renato O. Gonzales, Reynaldo R. Reyes, Medardo M. Valerio and Dionisio Basmayor to give and deliver, as in fact, the aforesaid persons gave and delivered the amount of P4,500.00, P4,500.00, P7,200.00, P3,500.00, P3,500.00, P3,500.00, and P15,000.00, respectively, to the herein accused who knew fully well that he or the firm that he is representing is not legally authorized to recruit persons to work abroad, to the damage and prejudice of the aforementioned private complainants." (Original Records, p. 1)

Upon arraignment, the appellant pleaded NOT GUILTY. In the course of the trial, the complaint was amended to include as complainants Benjamin Alejo and Danilo R. Miralles. When arraigned, the appellant again pleaded NOT GUILTY.

To prove the guilt of the appellant, the prosecution presented as witnesses the complainants.

Dionisio Basmayor testified: Sometime in February, 1986, he was introduced to the appellant by a certain Rosie Asistores who was his friend. The appellant went to his house and promised to send him to Japan as factory supervisor with a monthly salary of \$1,000.00. On February 11, 1986, he gave the appellant P15,000.00 as fee for the "preparation of all travel documents like passport, visas and others" (TSN., October 5, 1987, p. 5) and the appellant issued a receipt. All in all, he gave the amount of P78,000.00 to the appellant. After receiving the money, the appellant promised that Basmayor would leave in three weeks time or at the latest, in three months time. Later on, he did not see the appellant anymore. When he heard that the appellant was detained, he went to the police station to file a complaint with respect to the money taken from him. (TSN., October 5, 1987, pp. 2-7) He also testified that the appellant's office - CIB International Promotion and General Services - was located in front of his house at 686 Del Pilar Street, Caridad, Cavite City and that appellant occasionally asked him to come to his office "to assist him." (TSN., October 5, 1987, p. 11)

Medardo Valerio, Reynaldo Reyes and Renato Gonzales testified to the following: Sometime in February, 1987 they applied at CIB International Promotion and General Services for work abroad. The appellant promised them that they could go to Japan as factory workers for a monthly salary of \$500.00 each. The appellant asked money to process their travel documents. Valerio was able to give the appellant P3,500.00 for which he was issued receipts (Exhibits "A", "B", "C" and "D"). Reynaldo Reyes was able to give him a total amount of P3,000.00 also evidenced by receipts issued by the appellant (Exhibits "B", "C" and "D"). Renato Gonzales was able to give a total amount of P3,500.00 also evidenced by receipts issued by the appellant (Exhibits "A", "B", "C" and "D"). The appellant disappeared without fulfilling his promises to them.

Rufino Pascua, a teacher, testified: On February 16, 1987, he together with his brother-in-law Reynaldo Imperial applied for work abroad at the CIB International Promotion and General Services. The appellant promised them jobs at Maling Industry in Japan with a monthly salary of \$500.00 each. The appellant asked for P8,000.00. Pascua and Imperial gave P4,500.00 each to Basmayor in front of the appellant. When they could not leave as scheduled on February 28, 1987, they demanded the return of their money. The appellant promised to return their money and executed a promissory note dated April 23, 1987 promising to pay the total amount of P9,000.00 on or before May 12, 1987 (Exhibit "7") but the appellant never returned the money and disappeared. (TSN., October 12, 1987, pp. 13-46)

Corazon Sabal testified that her son Medardo Bigalbal applied for work abroad at CIB International Promotion and General Services. The appellant asked for a placement fee in the amount of P8,000.00. She gave him an initial payment of P3,000.00 after which she paid P2,000.00 and P1,600.00 successively. The appellant promised her that Medardo could leave after paying in full the placement fee, but Medardo was not able to leave as the appellant disappeared. (TSN., November 3, 1987, pp. 2-16)

Benjamin Alejo, a tricycle driver, testified that on March 7, 1987, the appellant went to their barrio Bagong Pook to recruit construction workers for Saudi Arabia promising a monthly salary of \$600.00 per worker. Three (3) days later or on March 10, 1987, the appellant returned. Alejo applied, giving appellant P6,000.00 borrowed from his aunt, a sister of his mother. The appellant told him and all the others who applied that their date of departure would be known the next month. They waited for him to come back. They next saw him at the police station when he was apprehended after which Alejo filed his complaint against the appellant. (TSN., February 9, 1988, pp. 2-10)

On the other hand, the appellant denied the charges against him. According to him, sometime in January 1987, he was introduced to complainant Dionisio Basmayor, Jr., by Rosie Asistores who accompanied Basmayor to his residence to ask help "in order to process their papers in going to Japan as tourist." (TSN., March 21, 1988, p. 3) He stated that he was experienced on the matter because he was a former employee of Las Palmas International Shipping Corporation. He then went to Basmayor's residence upon the latter's invitation during the second week of February 1987 and was introduced to Basmayor's family. He denied receiving money from Basmayor since the latter did not comply with the requirements. He also denied meeting the complainants. According to him, he came to know them only at the fiscal's office and again in court. He also denied that he signed the receipts presented by the complainants to prove the monies taken from them. He, however, admits his connection with CIB International Promotion and General Services (CIB) by stating that:

"Q

There appears a word below the name Crisostomo Bugaoan CIB International, do you know what is CIB International?

"A

Yes sir, I know this.

"Q

What does it mean?

"A

That CIB International Promotion and General Services.

"Q

Do you have any connection with the CIB International Promotion and General Services?

"A

Yes, sir.

"Q

What is your connection with that CIB company or firm?

"A

I am starting to establish that company CIB International Promotion and General Services.

"Q

For what line of business is CIB International and Promotion Services will be engaged in?

"A

One is janitorial services, buy and sell for several means of livelihood.

"Q

On February 11, 1987, was the CIB International Promotion and General Services already operating or still in the planning stage?

"A

None, yet.

"Q

What do you mean none yet?

"A

During the month of February, CIB International Promotion and General Services was not yet established in Cavite City." (TSN., March 21, 1988, pp. 8-9)

Finally, the appellant stated that Dionisio Basmayor was not connected with the CIB.

The Court found the accused guilty beyond reasonable doubt of Illegal Recruitment in Large Scale and he was sentenced to a prison term of reclusion perpetua; to pay a fine of P100,000.00 without subsidiary imprisonment in case of insolvency; to indemnify the offended parties Reynaldo Imperial the amount of P4,500.00; Rufino B. Pascua the amount of P4,500.00; Ricardo Bigalbal the amount of P7,200.00; Renato O. Gonzales the amount of P3,500.00; Medardo M. Valerio the amount of P3,500.00 and Dionisio Basmayor the amount of P15,000.00 and to pay the costs. (Rollo, p. 33)

The appellant now claims that he should be acquitted on the ground of reasonable doubt. He contends that the prosecution's evidence is weak and doubtful since he was not positively identified by the complainants to have received their money. He maintains that it was complainant Basmayor who took the complainants' money "whose motives then are suspect." The appellant's posture is belied by the evidence on record.

The appellant's denial that he never knew the complainants until he met them at the Fiscal's office and later in court is far from the truth. The complainants positively identified him as the one who recruited them for work abroad. Thus, all the complainants were one in saying that they applied for work at CIB which the appellant admits he has established. It was the appellant whom they talked to regarding the fees they have to pay in order that they can leave for work abroad and it was the appellant who gave them the information as to when they would leave for their respective placements abroad.

It would seem, however, that with respect to the payment of fees, the appellant oftentimes asked Basmayor, who was always with him to receive the money. Nevertheless, the complainants testified that whenever this happened, the appellant was always present but demanded that the complainants give the money to Basmayor. On cross-examination, complainant Renato Gonzales testified as follows:

"Q

A while ago you described before this Court that you gave the amount of P3,500.00 to Dionisio Basmayor?

"A

No, Basmayor was the one who received.

"Q

To whom did you give?

"A

I was giving the money to Mr. Tom Bugaoan but he won't accept and he told me to give it to Mr. Basmayor.

"Q

Did you not tell us a while ago that you did not see in his room because it was closed and you only assumed that he was there?

"A

Before we gave the money we were able to talk to him and he told us you go outside and give it to Jun.

"Q

So, you are now changing your testimony Mr. Witness, why did you not tell us that fact when I was asking you before the presence of Bugaoan and you told us that you only assumed that he was there inside the room because in some previous times you were able to enter the office and you saw Bugaoan there?

"A

I said that. I said before I gave the money we were able to meet Mr. Bugaoan.

"Q

Where?

"A

In the office, in his room.

"Q

Why did you not give the money to him?

"A

We were giving the money to him but he won't accept and he told us to give it to Jun.

"Q

Did you not ask him why the money should be given to Jun?

"A

No, sir.

"Q

Do you have any idea why Jun should be the one to receive the money?

"A

No, sir.

"Q

Is Jun connected with the recruitment?

"A

I do not know.

"Q

Why did you give the money to him?

"A

Tom Bugaoan was the one who told us." (TSN., November 25, 1987, pp. 19-20)

Complainant Reynaldo Reyes, on cross-examination, also testified as follows:

"WITNESS:

"A

According to him, Bugaoan, the money should be given to Basmayor. He was inside the office. When the receipt came out it was already signed.

"ATTY. ORQUIEZA:

"Q

Why did you not go to him in his office and give him directly the money?

"A

He would not see us, he was always inside the office.

"Q

When did Bugaoan tell you to give the amount to Basmayor?

"A

That was a long time already, I could not recall anymore.

"Q

Did you not ask Bugaoan why payment should be made to Basmayor and not to him?

"A

That was the instruction of Bugaoan, that the money should be given to Basmayor.

"Q

And payments made to Basmayor were done in the office?

"A

Yes, sir.

"Q

And Basmayor issued to you receipts for those payments?

"A

It was signed by Bugaoan when it came out." (TSN., November 3, 1987, pp. 30-31)

The record reveals that at various times the complainants saw the appellant personally sign the receipts acknowledging payment of fees. Renato Gonzales testified on cross-examination as follows:

"Q

How about the receipt dated March 24, 1987, who gave this amount of P4,500.00 reflected in this receipt out of the three persons therein mentioned, Medardo Valerio, Renato Gonzales and Reynaldo Reyes?

"A

The three of us were there. Mr. Valerio was the one who handed the money.

"Q

Who received the amount of P4,500.00?

"A

Jun Basmayor.

"Q

And who gave this receipt marked Exhibit C?

"A

Jun, it was Jun Basmayor. It was brought to Bugaoan and that was the receipt of Reynaldo Reyes.

"Q

You did not actually see who signed this receipt?

"A

We were inside the room of Mr. Bugaoan, no receipt was at that time ready, so what we did was to instruct Mr. Reyes to write the receipt in his long hand and Mr. Bugaoan signed it.

"Q

If the accused was the one who signed this receipt, why was the money given to Basmayor?

"A

Like what I have said he does not like to accept the money. He allowed Basmayor to accept the money.

"Q

Did he tell you why he won't accept the money?

"A

No, sir." (TSN., November 25, 1987, pp. 22-23)

Complainant Corazon Sabal testified on cross-examination:

"Q

How much were you able to pay out of this amount demanded?

"A

Because I paid by installment it reached to P7,200.00.

"Q

How many installments did you make?

"A

About four installments.

"Q

The first payment was P3,000.00 given to Basmayor?

"A

Yes, sir, in front of him.

"Q

Was a receipt issued for that P3,000.00?

"A

Yes, sir.

"Q

Who issued the receipt?

"A

He was the one. (pointing to Crisostomo Bugaoan)

"Q

Do you have the receipt?

"A

It is attached to the complaint?" (TSN., November 3, 1987, p. 14)

Complaint Medardo Valerio also testified as follows:

"Q

And when Basmayor received the amount reflected in these Exhs. C, D and E, Basmayor gave you these receipts?

"A

Yes, sir. We go inside first the room of Mr. Basmayor then he gave me the receipt.

"Q

So, you did not actually see who prepared and signed these exhibits because it was taken by Basmayor inside the room?

"A

Yes, sir.

"Q

And you only presumed that the signature appearing in these Exhs. C, D and E belong to accused Bugaoan?

"A

Yes, sir.

"ATTY. ORQUIEZA:

"Q

That will be all for the Witness, Your Honor.

"RE-DIRECT EXAMINATION BY:
FISCAL DIOSMOS:

"Q

Did you actually see the accused sign these receipts?

"A

The first one, ma'am, the receipt for P1,000.00." (TSN., October 12, 1987, p. 13)

Worth mentioning at this point is the acknowledgment made by the appellant of the money given by complainant Rufino Pascua, Jr., by his execution of a promissory note promising to return the money he received from Pascua

and his brother-in-law. The handwritten promissory note states:

"April 23, 1984

"I promised to pay the total amount of Nine Thousand Pesos (P9,000.00) from Mr. Rufino V. Pascua, Jr., and Mr. Reynaldo B. Imperial on or before May 12, 1984, for the processing of their papers for travel (sic) Japan.

SIGNED

Crisostomo I. Bugaoan
Ibayo Estacion, Naic, Cavite
CIB INT'L PROMOTION AND
GENERAL SERVICES"
(Original Records, p. 79-80)

Finally, Benjamin Alejo categorically stated that on March 10, 1987, he gave the P6,000.00 to the appellant at his place in Bagong Pook. (TSN., February 9, 1988, pp. 8-9)

The foregoing testimonies conclusively show that contrary to the appellant's claim, it was him and not Basmayor who took the money from the complainants. While it is true that Basmayor received some monies from the complainants, he was only a conduit and this was due to the appellant's instructions. Besides, the complainants stated that the appellant was always present when they gave the money to Basmayor and thereafter, the appellant himself issued receipts acknowledging the acceptance of the money. He cannot pretend that he did not sign the receipts because according to complainant Medardo Valerio, he saw the appellant personally signing the receipt. There is also the promissory note he executed in favor of complainant Pascua. Pascua testified that it was the appellant who delivered the promissory note promising him and complainant Imperial to pay the P9,000.00 they earlier gave him. This conclusively shows that what Basmayor received from the said complainants were turned over to the appellant.

As regards Basmayor, the appellant admits that he was never connected with CIB. The record also shows that the complainants were never misled as to who owns the agency as Basmayor never pretended to be a part of CIB. His always being with the appellant was explained by Basmayor's testimony that the appellant asked him to assist in the office. Basmayor's coincidental presence in most of the transactions with the complainants may be suspicious, but then, his participation in the illegal recruitment activities of the appellant is not before us. Our objective is only to review the bases of the decision which found the appellant guilty as charged.

Considering these findings and the fact that CIB is not a licensed recruiting agency, it is clear that the appellant is **GUILTY BEYOND REASONABLE DOUBT OF ILLEGAL RECRUITMENT IN LARGE SCALE** as defined in Section 38 of the Labor Code, as amended by Presidential Decrees Numbers 1920 and 2018.

WHEREFORE, the judgment appealed from is hereby **AFFIRMED** in toto.

SO ORDERED.

Fernan, C.J., (Chairman), Feliciano, Bidin, and Cortes, JJ., concur.

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