CHERRY M. MIGUEL, PETITIONER, VS. PEOPLE OF THE PHILIPPINES, RESPONDENT.

G.R. Nos. 267525 and 268329, July 02, 2026

Ponente: INTING, J.

Read online (full-text search, related cases, audio case brief): https://batas.org/library/g-r-nos-267525/

INTING, J.:

Before the Court is a Consolidated Petition for Review on Certiorari[1] filed by Cherry M. Miguel (petitioner) assailing the Decision[2] dated February 26, 2021, and the Resolution[3] dated May 22, 2023, of the Court of Appeals (CA) in CA-G.R. CR Nos. 42002 and 40252. The CA affirmed petitioner's conviction for Estafa under Article 315 (2)(a)[4] of the Revised Penal Code in the Decision[5] dated October 10, 2017, rendered by Branch 148, Regional Trial Court, Makati City (RTC Branch 148) in Criminal Case No. 12-1354; and in the Decision[6] dated January 10, 2017, rendered by Branch 142, RTC, Makati City (RTC Branch 142) in Criminal Case No. 13-2107.

The Antecedents

The present case originated from two separate complaints filed by private complainant Anna De Dios (De Dios) against petitioner for violation of Article 315 (2)(a) of the Revised Penal Code. Criminal Case No. 12-1354 was filed before RTC Branch 148, while Criminal Case No. 13-2107 was initially raffled to Branch 146, RTC of Makati City (RTC Branch 146).[7]

De Dios and petitioner were introduced to each other by their mutual friend, Conrad Perreras (Conrad), at Resorts World Manila sometime in 2010. What began as a casual acquaintance developed into business ventures, during that time, petitioner proposed to lease or sublease and renovate a condominium unit owned by De Dios. De Dios also engaged petitioner to repair and renovate her other properties located in Makati and Taguig City. However, their relationship deteriorated, culminating in the filing of the criminal complaints. The Informations state:[8]

Criminal Case No. 12-1354[9]

> In October 2010, in the city of Makati, the Philippines, accused did then and there wilfully, unlawfully and feloniously defraud complainant ANNA D. DE DIOS by means of false pretense and fraudulent act executed prior to/simultaneously with the commission of fraud by pretending to be a duly licensed contractor and representing herself to have the necessary qualifications and competence to undertake the repair of complainant's two-storey residence for which purpose she demanded advance payment of [PHP] 133,716[.00] purportedly for the processing of the necessary building permit and other requirements for the construction project, and by means of other deceit of similar import, induced and succeeded in inducing complainant to give and deliver as in fact the latter gave and delivered to accused the amount of [PHP] 133,716.[00]. [T]he accused knowing well that such manifestations and representations were false and mere pretenses, to the damage and prejudice of complainant in the aforesaid amount of [PHP] 133,716.[00].
>
> CONTRARY TO LAW.[10]
>
> Criminal Case No. 13-2107[11]

> In late 2010, in the city of Makati, the Philippines, accused by means of deceit, false pretenses, and fraudulent acts executed prior to and/or simultaneously with the commission of fraud did then and there willfully, unlawfully, and feloniously defraud complainant Anna de Dios in the amount of [PHP] 500,000[.00], to wit: Accused pretended to possess property and imaginary transaction when she represented to complainant that she owned ten condominium units and that one of which already had a prospective foreigner lessee who allegedly had issued a check in payment of the advance rental and deposit, but the said lessee could not move in because the leased premises were yet to be furnished and accused would need [PHP] 500,000[.00] for the furnishing of the condominium unit For that purpose and upon such representations, and in exchange for several postdated checks accused obtained [PHP] 500,000.00 from complainant; but the alleged condominium units and prospective lessee turned out to be inexistent while the postdated checks were all dishonored and complainant would not have parted with her money if not for the accused's representations which turned out to be false and fraudulent, to complainant's damage and prejudice in the amount of [PHP] 500,000.[00.]
>
> CONTRARY TO LAW.[12]

The Proceedings in Criminal Case No. 12-1354

Petitioner was arraigned on October 2, 2013, and entered a plea of "Not Guilty" to the charge.

The case was referred to the Philippine Mediation Center (PMC), but no amicable settlement was reached. Trial on the merits then proceeded. The prosecution presented De Dios and Olga De Ramos (De Ramos) as witnesses. On the other hand, the defense presented petitioner and her boyfriend, Dr. Ramon Juan Ongsiako (Dr. Ongsiako), as its witnesses.[13]

Version of the Prosecution

De Dios, testifying through her judicial affidavit, recounted that petitioner offered to undertake the general repair of her two-storey residence located at No. 8 Sto. Tomas Street, Urdaneta Village, Makati City (Urdaneta property). Petitioner represented to her that she owns "The Pacific Properties," an entity engaged in construction; she also represented herself as a capable, competent, and duly licensed to perform the work. De Dios relied on petitioner's representations; thus, she accepted petitioner's offer. Petitioner prepared a Summary of Estimates dated September 7, 2010, indicating a projected renovation cost of PHP 2,674,336.88. Petitioner also prepared a Construction Agreement which was subsequently executed on October 7, 2010, with the contract price reduced to PHP 2.6 Million.[14]

Portions of the Construction Agreement read:

> WHEREAS, the CONTRACTOR has presented and warranted itself as capable, competent, and duly licensed to construct the said project in accordance with the basic plans and specifications mentioned in Article 1 hereof.
>
> WHEREAS, on the basis of the foregoing representation and warranty of the CONTRACTOR, the OWNER has accepted the offer of the CONTRACTOR for the construction of the said project.
>
> . . .
>
> ARTICLE 1. SCOPE OF WORK
>
> The CONTRACTOR shall complete the PROJECT in accordance with the scope herein attached as Annex "A" and made integral part hereof. The CONTRACTOR shall furnish all materials, supply all labor, tools, equipment, temporary facilities, supervision therein and perform all the work required for the following items as per Existing Design and Specifications:
>
> . . .

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> Excluded items are:
>
> A. Payment for fees aside from building permits, such as construction bonds, clearances and all necessary fees required for the project shall be shouldered by the OWNER.
>
> . . .
>
> ARTICLE 4. CONTRACT PRICE
>
> The OWNER shall pay the CONTRACTOR for the entire performance of the work herein, in the manner provided below in Article 5, the amount of Two Million, Six Hundred Thousand Pesos ([PHP 2.6 Million]). The CONTRACTOR hereto guarantees that for the construction of the works herein, the OWNER shall not incur expenses beyond the said amount except for any addition or extra work that may be required and authorized in writing by the OWNER.
>
> . . .
>
> ARTICLE 5. PROGRESS PAYMENT AND REVOLVING FUNDS
>
> The OWNER shall advance to the CONTRACTOR an amount of One Hundred Thirty-Three Thousand Seven Hundred Sixteen Pesos ([PHP] 133,716.00) which is equivalent to five (5%) percent of the total contract amount [and] shall serve as part of [the] down payment upon signing of this contract. The said amount shall be used for the processing of necessary permits and other requirements prior to the start of the project.[15]
>
> A succeeding amount of Eight Hundred Two Thousand, Three Hundred One Pesos ([PHP] 802,301.00) which is equivalent to thirty (30%) percent of the total contract amount and still part of the down payment, shall also be requested upon the issuance of necessary work permits and before the start of the actual project. The second amount shall be utilized for the purchase of materials and payroll costs as well as for the other expenses vital to the project.

As advance payment for the construction project, De Dios issued six checks to petitioner totaling PHP 298,000.00.[16]

Upon her return from a trip to the United States of America (USA), De Dios visited her property in Urdaneta Village to inspect the ongoing construction. To her surprise, she found the house abandoned, damaged, and in disarray. She confronted petitioner and demanded to see the licenses, permits, construction plans, and other related documents pertaining to the project, but her requests were ignored.[17]

De Dios later inquired with the Office of the Building Official of Makati City as to whether petitioner had secured the necessary permits. She discovered that an Illegal Construction Notice had been issued as early as October 10, 2010, effectively halting work on the Urdaneta property. She also verified with the Philippine Contractors Accreditation Board (PCAB) and the latter issued a Certification dated December 5, 2011, confirming that neither petitioner nor Pacific Properties was a registered contractor. Likewise, she got information from the Board of Interior Design of the Professional Regulation Commission (PRC) that petitioner was not a licensed interior designer.[18]

On cross-examination, De Dios testified that petitioner, who claimed to be a United States (U.S.) graduate of Interior Design, offered her services as a contratista on September 7, 2010. Following a brief meeting at a casino, petitioner began frequently visiting her condominium at Ritz Tower, Ayala Avenue, Makati City. Their rapport deepened after petitioner shared personal details while they were inside a church. As she then trusted her, De Dios agreed to have petitioner renovate her three properties: the Urdaneta property, the Ritz Tower unit, and another building on Bayani Road, Fort Bonifacio, Taguig City (Taguig property).[19]

The second witness for the prosecution was De Ramos. In her judicial affidavit, De Ramos stated that she accompanied De Dios to the Department of Trade and Industry (DTI) to verify the legitimacy of Pacific Properties and petitioner. The DTI issued a Certification dated December 5, 2011, confirming that neither petitioner nor Pacific Properties was listed as a registered contractor with the PCAB. When the original certification was misplaced, they secured a duplicate Certification dated July 4, 2014. Upon visiting the address listed in the Construction Agreement, they were surprised to learn the unit belonged to Conrad. De Ramos also visited the Urdaneta property in December 2010, where she observed tom ceilings and pool tiles, exposed electrical wiring, and carpets damaged beyond repair.[20]

On cross-examination, De Ramos testified that she was a stock trader and that De Dios was her client. She met petitioner at the Philippine Stock Exchange (PSE), where she worked. She witnessed De Dios hand over the initial payment for the renovation, and she also heard petitioner represent herself as a licensed contractor and interior designer.[21]

After the prosecution rested its case, petitioner filed a motion for leave to file a demurrer to evidence, which RTC Branch 148 granted. However, in its Order dated March 22, 2016, RTC Branch 148 denied the demurrer.[22]

Version of the Defense

Petitioner vehemently denied the accusations against her. She alleged as follows: She earned a degree in Interior Design from Canada College in Redwood City, California, USA. She had been engaged in remodeling and renovation work since 2003 before moving to the Philippines in 2010. It was Conrad who referred her to De Dios, who then hired her to renovate four properties: the Urdaneta property, the Taguig property, the Ritz Tower unit, and the Millennium Plaza Condominium in Makati (Millennium Plaza). They inspected the sites to facilitate the preparation of pricing and quotations. She completed the Taguig renovation for approximately PHP 150,000.00 in which De Dios expressed her satisfaction. The next project, the Ritz Tower unit, was estimated at PHP 50,000.00, with De Dios paying a PHP 20,000.00 down payment for materials. As for the Millennium Plaza unit, they agreed that she would lease and renovate it at her own benefit.[23]

Petitioner further asserted that: except for the Urdaneta project, all agreements with De Dios were verbal; the Construction Agreement for the Urdaneta property was prepared by De Dios, who asserted that it was necessary because her son would be the one paying for the renovation; as an interior designer, she only undertakes minor renovations that do not require permits; although the quotation for the Urdaneta project came first, they prioritized the simpler, less costly properties. She blamed the unfinished renovation of the Urdaneta property on the interference of De Dios' son, Enan De Dios (Enan).[24]

On cross-examination, petitioner admitted she was never licensed as an interior designer in either the Philippines or the U.S. She held office at Conrad's Ritz Tower unit. She reiterated there was no need for a permit for the Urdaneta works as they were only superficial; that the Construction Agreement was unilaterally prepared by De Dios; and that Pacific Properties is her sole proprietorship engaged in consultancy, real estate sales, and property staging or furnishing.[25]

Dr. Ongsiako, petitioner's longtime boyfriend, testified that petitioner was a U.S. mortgage banker, interior designer, and engaged in buying and selling condominium units. He occasionally visited her project sites, including those projects with De Dios. He observed that the Ritz Tower and Millennium Plaza units were already well-furnished while renovations at the Urdaneta property were ongoing. Also, petitioner told him that Enan had interfered in the Urdaneta renovation.[26]

Thereafter, the defense filed its formal offer of evidence and the case was submitted for decision.[27]

On March 27, 2017, petitioner filed an Omnibus Motion to re-open the case and to allow the substitution of a document in the formal offer of evidence. Consequently, the previous order submitting the case for decision was recalled and set aside; petitioner was allowed to present a DTI Certification dated May 22, 2017 confirming the business registration of "The Pacific Properties Consultancy" under her name. This new certification was submitted in place of the earlier DTI Certification dated August 25, 2016, previously marked as Exhibit "8," which indicated that "The Pacific Properties Consultancy" had no existing business name registration.[28]

The Ruling of RTC Branch 148

In its Decision dated October 10, 2017, the RTC Branch 148 found petitioner guilty as charged; thus:

> WHEREFORE, premises considered, the Court finds the accused Cherry Miguel GUILTY of the crime of estafa under par 2(a) of Article 315 of the Revised Penal Code (RPC) as amended by R.A. [No.] 10951 and hereby sentences her to suffer the indeterminate penalty of 2 months and 1 day of arresto mayor as minimum to 1 year prision correccional as maximum. Further, accused is directed to reinstate the private complainant actual damages of [PHP] 100,000[.00] and costs of suit.
>
> . . . .
>
> SO ORDERED.[29]

RTC Branch 148 found that the prosecution had established all the elements of estafa under Article 315, paragraph 2(a) of the Revised Penal Code. It reasoned that: (1) based on the PCAB certification, neither Pacific Properties nor petitioner was listed as a registered contractor; neither did they have any pending applications; (2) petitioner admitted that she was not a licensed contractor or interior designer; (3) Pacific Properties was fictitious or non-existent; (4) the DTI Certification dated May 22, 2017, belatedly offered by petitioner, appeared suspicious; and (5) regardless of who prepared the Construction Agreement, petitioner was bound by the representation therein that she was a contractor and the sole proprietor of Pacific Properties, and thus, she is liable for all obligations arising from the contract.[30]

As to the civil liability, the trial court found that of the six checks issued, only Banco de Oro (BDO) Check No. 0176719, valued at PHP 100,000.00, was proven by preponderance of evidence to have been received by petitioner.[31]

Petitioner moved for reconsideration of the October 10, 2017, Decision. She also filed a motion for inhibition of Judge Andres Bartolome Soriano which was granted in an Order dated November 29, 2017. The case was then re-raffled to Branch 147, RTC of Makati City (RTC Branch 147).[32]

Before the resolution of her motion for reconsideration, petitioner filed a motion to dismiss, arguing that the Information was fatally defective because Assistant City Prosecutor (ACP) Billy C. Evangelista, who filed it, allegedly lacked the authority to do so.[33]

In an Order dated April 27, 2018, the RTC Branch 147 denied both the motion for reconsideration and motion to dismiss for lack of merit.[34]

The Proceedings in Criminal Case No. 13-2107

On October 7, 2013, petitioner filed a motion for preliminary investigation which the Office of the City Prosecutor (OCP) Makati City (OCP Makati) granted. However, the OCP Makati found no reason to disturb its previous finding of probable cause.[35]

On August 19, 2014, petitioner filed a motion to quash the Information, arguing that ACP Rainald Paggao (ACP

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

Paggao) lacked the authority to file it. The RTC Branch 146 denied the motion in an Order dated November 13, 2014.[36]

On January 28, 2015, petitioner filed a motion for reconsideration of the November 13, 2014, Order which RTC Branch 146 denied for lack of merit. During the arraignment on March 19, 2015, petitioner entered a plea of "Not Guilty" to the charge. RTC Branch 146 referred the case to the PMC and set it for Judicial Dispute Resolution, but the parties failed to reach an amicable settlement. Consequently, the case was re-raffled to RTC Branch 142.[37]

Version of the Prosecution

The prosecution presented three witnesses, namely: De Dios, Fernando Valencia Jr. (Valencia), and De Ramos.[38]

De Dios testified that her friend, Dianne Macaren (Dianne), once visited her at her unit in the Ritz Tower. To her surprise, Dianne was accompanied by petitioner; she assumed that the two were friends. Even after Dianne left, petitioner chose to remain in De Dios' unit. Later that evening, when De Dios excused herself to go to church, petitioner volunteered to accompany her. At the church, while De Dios was praying, she was startled to hear petitioner crying. When she asked her what was wrong, petitioner began sharing personal details about her life. During their conversation, petitioner alleged that she owned 10 condominium units, nine of which were already rented out. She added that an American was set to lease the 10th unit for PHP 60,000.00 per month. However, since the rental proceeds from the other nine units had already been remitted abroad to cover her children's education, petitioner asked De Dios if she could help furnish the remaining unit. De Dios declined and explained that she was not interested in engaging in that kind of business.[39]

The following day, while she and petitioner were at the Philippine Stock Exchange, petitioner suddenly began writing checks and offered them to De Dios. Petitioner told her to hold on to the checks and assured her that the checks would be replaced with those issued by the prospective lessee, who had supposedly committed himself to pay a full year's rent. Petitioner reiterated that the American lessee was arriving soon and that she urgently needed PHP 500,000.00 to furnish the unit. Once again, De Dios declined the offer, but petitioner remained persistent. She even followed De Dios to her bank, BDO Paseo De Roxas branch. Eventually, De Dios relented and issued BDO Check No. 0716690 dated August 5, 2010, in the amount of PHP 500,000.00. That same day, the check was deposited into petitioner's newly opened BDO account. They waited together for the American lessee to arrive, but he never did. When De Dios presented for payment petitioner's guaranty checks, all were dishonored with the reason "account closed." De Dios sent a final demand letter to petitioner, but she never returned the money.[40]

Valencia, the Senior Branch Accountant of BDO Paseo Branch, testified on the existence of petitioner's current and savings accounts with their Branch. Petitioner opened both of the accounts simultaneously on August 25, 2010.[41]

De Ramos testified that she met petitioner through De Dios at the Ritz Tower sometime in August 2010. She invited both of them to lunch the next day at the executive lounge of the PSE where she worked as a stock trader. While they were having lunch, she overheard petitioner asking De Dios for a check, explaining that it would be used to furnish a condominium unit to be rented by a foreigner. Persuaded by petitioner's statements, De Dios issued a BDO check in the amount of PHP 500,000.00. After receiving the check, petitioner, in turn, issued several checks to De Dios. De Dios appeared surprised by this action, as petitioner had promised to return the PHP 500,000.00 that same evening.[42]

Version of the Defense

According to petitioner, while she and De Dios were having lunch at the PSE, De Dios noticed the money inside

her (petitioner) bag. This observation prompted De Dios to claim that she was engaged in the money-lending business; thus, she offered to lend petitioner PHP 500,000.00, with a monthly interest of PHP 20,000.00 for two years. Although petitioner initially declined the offer, she eventually relented due to De Dios' persistence. Petitioner further averred that she subsequently issued 24 BDO checks worth PHP 20,000.00 each, and an additional PHP 500,000.00 check as payment for the principal loan.[43]

Petitioner further alleged that De Dios also engaged petitioner's services to renovate four of her properties. The renovation on the Urdaneta property began on September 10, 2010, and both of them agreed that the PHP 500,000.00 loan would be deducted from the cost of the renovation project. However, the renovations were halted by Enan, and De Dios failed to pay the remaining balance for the renovation project. Petitioner filed cases for breach of contract and estafa against De Dios, but the complaints did not prosper. They tried to settle the matter at the barangay level, but it ended in a confrontation wherein De Dios slapped petitioner on the head and back side. As a result, petitioner filed criminal complaints for physical injuries and defamation. On December 11, 2013, Branch 65, Metropolitan Trial Court of Makati City, found De Dios guilty beyond reasonable doubt on both charges.[44]

She maintained that her BDO accounts were never closed. She also reiterated that she was not engaged in the construction business, and that the renovations she undertook on the Urdaneta property were merely superficial.[45]

The Ruling of RTC Branch 142

On January 10, 2017, RTC Branch 142 rendered its Decision against petitioner as follows:

> WHEREFORE, premises considered, the Court finds the Accused CHERRY REYES MIGUEL A.K.A. CHERRY MIGUEL Y MONTERO, GUILTY beyond reasonable doubt of the crime of Estafa sentencing her to suffer the indeterminate penalty of imprisonment of four (4) years and two (2) months of prison correccional as minimum to twenty (20) years of reclusion temporal as maximum.
>
> By way of civil liability, Accused is sentenced to pay the Private Complainant Anna De Dios the sum of [PHP] 500,000.00, representing her outstanding loan with interest thereon at the rate of 12% per annum reckoned from the filing of the Information, until the obligation is fully paid.
>
> SO ORDERED.[46]

The RTC Branch 142 found that the prosecution had established all the elements of Estafa and noted that petitioner did not deny receiving the PHP 500,000.00. Between the positive testimony of De Dios and petitioner's uncorroborated account, the RTC gave credence to the former.[47]

Petitioner subsequently appealed both cases to the CA and raised the following assignment of errors:

- The trial courts erred and acted without jurisdiction because the Informations dated June 26, 2012 in Criminal Case No. 12-1354 and August 13, 2013 in Criminal Case No. 13-2107 were filed by officers who were not authorized to do so.

- The trial courts erred in convicting the [petitioner] notwithstanding the prosecution's failure to establish her guilt beyond reasonable doubt for both offenses.

- The trial courts erred in finding [De Dios] credible as her testimonies were contrary to the common experiences and observation of mankind.

- The trial courts erred in convicting the accused for reasons that violate her right to be presumed innocent until proven guilty.[48]

The Ruling of the CA

In a Decision dated February 26, 2021, the CA affirmed petitioner's conviction in Criminal Case Nos. 12-1354 and 13-2107. It found that all the elements of Estafa under Article 315, paragraph 2(a) are present in both criminal cases.

The CA discussed as follows:

In Criminal Case No. 12-1354, the prosecution established that petitioner falsely and fraudulently represented herself as a duly licensed contractor and interior designer, qualified to undertake and complete the renovation of De Dios' Urdaneta property. It further proved that De Dios relied on the misrepresentations in engaging petitioner's services and in parting with her money, to her great damage and prejudice.[49]

Similarly, in Criminal Case No. 13-2107, the prosecution established that petitioner falsely claimed ownership of several condominium units, nine of which were allegedly already rented out, while the remaining unit was purportedly to be leased by an American client. Petitioner alleged that she needed PHP 500,000.00 to furnish the unit to secure the lease. De Dios relied once again on petitioner's false or fraudulent representations; thus, De Dios agreed to provide the amount, which was never repaid.[50]

The CA also rejected the following arguments raised by petitioner: that the Informations filed against her were riddled with incurable defects; that De Dios' testimony was dubious, self-serving, and not credible; that there was no misrepresentation because De Dios did not rely on her qualifications but allegedly hired her and extended the PHP 500,000.00 loan out of pity; that the damage to the Urdaneta property was attributable to De Dios; that petitioner was willing to complete the renovations but was prevented from doing so due to De Dios' interference; and that her signature on the Construction Agreement should not be construed as a misrepresentation of her being a licensed contractor, as the agreement was allegedly prepared solely by De Dios.[51]

In finding the contentions unpersuasive, the CA held as follows:

First, the Informations filed against petitioner were signed and certified by ACP Evangelista (in Criminal Case No. 12-1354) and ACP Paggao (in Criminal Case No. 13- 2107) with the statement that these were filed with the approval of Senior Assistant City Prosecutor (SACP) William Uy.[52]

Second, De Dios' testimony was clear, categorical, and straightforward, as she was able to narrate how petitioner misrepresented herself as a qualified contractor and interior designer, and fabricated a potential business venture that induced De Dios to part with her money.[53]

Third, petitioner earned De Dios' trust by posing as someone in need of help, falsely claiming to be a licensed contractor and interior designer, and fabricating a story to extract more money. Her deceitful conduct ultimately damaged both their personal and business relationship.[54]

Fourth, regardless of who drafted the Construction Agreement, petitioner's signature affirms the representation that she was a qualified contractor.[55]

The CA disposed of the case as follows:

> WHEREFORE, the appeal is hereby DENIED. The Decision dated October 10, 2017 of the Regional Trial Court, Branch 148 of Makati City, the Omnibus Order dated April 27, 2018 of the Regional Trial Court, Branch 147 of Makati City, in Criminal Case No. 12-1354, and Decision dated January 10, 2017 of the Regional Trial Court, Branch 142 of Makati City, in Criminal Case No. 13-2107, finding the accused-appellant Cherry Miguel guilty beyond reasonable doubt of two counts of Estafa under Article 315, paragraph 2(a) of the Revised Penal Code are hereby AFFIRMED WITH MODIFICATIONS in that: the accused-appellant is

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

> sentenced to suffer the indeterminate penalty of one (1) month and one (1) day of arresto mayor as minimum, to one (1) year and one (1) day of prision correccional as maximum, for each count.
>
> All monetary awards shall incur an interest rate of six percent (6%) [per annum] from the finality of this judgment until fully paid.
>
> SO ORDERED.[56]

Petitioner moved for reconsideration, but the CA denied it m its Resolution dated May 22, 2023.

Thus, the present Consolidated Petition.

Arguments of Petitioner

In Criminal Case No. 12-1354, petitioner asserts her innocence and argues that she did not deceive De Dios; and that their dealings were based on a mutual understanding long before the execution of the Construction Agreement dated October 7, 2010.

Petitioner contends that, after conducting an ocular inspection of De Dios' properties, she sent a Summary of Estimates dated September 7, 2010, for the renovation of the Urdaneta property. On the same day, De Dios agreed to the terms stated in the Summary of Estimates. According to petitioner, this moment signified a meeting of the minds between the parties. Notably, the Summary of Estimates did not contain any representation that petitioner was a licensed contractor.[57] Petitioner further asserts that she had already begun renovating the Urdaneta property even prior to the execution of the Construction Agreement.[58]

Petitioner likewise cites the following portion of the Construction Agreement, which she insists was entirely drafted by De Dios:

> "Whereas, the OWNER proposed to repair a "Two Storey Residence located at No. 8, Sto. Thomas St., Urdaneta Village, Makati City[.]"[59]

Petitioner emphasizes that it was De Dios who offered to engage her services and that De Dios never relied on any misrepresentation of petitioner's qualifications in their previous transactions. Petitioner points to their prior dealings, arguing that it cannot be said that De Dios was unaware that petitioner was not a licensed contractor.[60]

Petitioner further asserts that De Dios' own testimony casts doubt on her credibility. Specifically, petitioner cites portions of De Dios' testimony wherein she admitted that despite being unsatisfied with petitioner's previous work, she still engaged her for the Urdaneta project out of pity:

> Q -
>
> So again, I will ask you. Madam witness, were you satisfied with the services rendered by Cherry Miguel to your Ritz Tower property and LRT, formerly Bayani Road?
>
> A -
>
> No, sir,
>
> Q -
>
> No. So since the two properties was executed on September 15 and September 21, 2010 – as shown by Exhibits "1" and "2", previously marked with the Court?
>
> A -

I am not, I am not, but that time, I feel sorry for her.

Q -

So if you were really not satisfied with the services rendered by Ms. Cherry Miguel as to your Ritz property and the LRT property, what led you to still engage her services for your Urdaneta property on September 7, 2010? Is that not contrary to normal experience?

A -

And by that time, sir, I am always in the States and she asked me, actually, she asked me if she can stay to my place, and I said, "well, wait, I don't know." She asked me because she has no place to life. She asked me if she can live with m[e.]

[Q] -

So the only logical conclusion here, Madam witness, is that you weren't really satisfied with the services of Cherry Miguel and that is the reason why you proceeded to sign the October 7, 2010?

. . .

WITNESS:

I feel sorry for her, I feel sorry.[61]

Petitioner argues that such statements undermine any claim that De Dios was misled or deceived.

As regards the element of damage, petitioner contends that if damage did exist, she did not cause it. She points out that the RTC Branch 147 found that the only money she received from De Dios was PHP 100,000.00 by check. Given that the agreed contract price for the renovation was PHP 2.6 Million, and that renovation work had already commenced, the amount was allegedly used for parts of the property that were already improved. Petitioner claims that there is no proof that she pocketed the money, and the improvements made redounded to De Dios' benefit, thus, negating any claim of damage.[62]

Petitioner also argues that any dissatisfaction with the renovation should have been addressed through a civil complaint for breach of contract, rather than a criminal prosecution.[63]

Moreover, she attributes the non-completion of the renovation not to any fault of hers but to the erroneous issuance of the Illegal Construction Notice dated October 10, 2010, which halted the work. The notice was based on her supposed failure to secure the required permits. However, petitioner insists that no permit was necessary in the first place. Citing the Implementing Rules and Regulations of Presidential Decree No. 1096 (National Building Code of the Philippines), she asserts that no permit is required for the kind of repair works she was hired to do. Petitioner argues that had the notice not been wrongfully issued, she would have completed the renovation.[64]

Finally, petitioner reiterates that, at most, the dispute is civil in nature, arising from an alleged breach of contractual obligations. As such, the proper recourse would have been a civil suit, not a criminal charge for

Estafa.[65]

In Criminal Case No. 13-2107, petitioner likewise maintains her innocence. She contends that the amount of PHP 500,000.00 was a loan extended by De Dios, who is allegedly engaged in the business of money lending. As part of their loan agreement, petitioner issued post-dated checks to guarantee repayment. These included 24 checks of PHP 20,000.00 each representing interest payments, and a separate check for the PHP 500,000.00 principal amount.[66]

Petitioner asserts that she and De Dios further agreed that the amounts she owed De Dios would be deducted from the PHP 2.6 Million contract price for the renovation of the Urdaneta property. However, the renovation was prematurely halted by De Dios' son. Because of this unilateral stoppage, petitioner was unable to recover the amounts she had already spent for the renovation, which she claims was approximately 80% complete at the time. Based on the progress of the work, she maintains that De Dios still owed her PHP 1.8 Million.[67]

Petitioner further asserts that the present criminal case was filed in retaliation by De Dios for the cases (slander and physical injuries) filed against her by petitioner.[68]

Petitioner also challenges the logic of De Dios' allegations regarding deceit. She notes that, according to De Dios, petitioner supposedly represented that the PHP 500,000.00 she was borrowing would be used to furnish a condominium unit to be leased to an American client, who would pay rental covering six months to one year, and who was expected to arrive that same night. Petitioner argues that if this claim were true, then it would have made no sense for her to borrow money from De Dios because she would have been paid by the client that same evening. Thus, she concludes, the alleged deceit is illogical and fabricated.[69]

Petitioner posits that the real motive behind the transaction was financial gain on the part of De Dios. Given the alleged PHP 20,000.00 monthly interest on a PHP 500,000.00 loan, De Dios stood to earn nearly 100% in interest over two years. This, petitioner insists, is the more credible explanation for the transaction, not any supposed misrepresentation or fraudulent scheme.[70]

Arguments of Respondent

On the other hand, respondent argues that petitioner's guilt for Estafa by means of deceit had been proved beyond reasonable doubt, as follows:

In Criminal Case No. 12-1354, De Dios testified that petitioner offered to undertake general repairs on her two-storey house, claiming to be capable, competent, and duly licensed to perform construction work. Petitioner further represented that she owned Pacific Properties, which she used in her alleged capacity as a licensed contractor and interior designer. De Dios relied on these representations; thus, she accepted the offer and, as payment for petitioner's services, issued several BDO checks totaling PHP 298,000.00.[71]

De Dios later discovered that neither petitioner nor Pacific Properties was registered with the PCAB. Petitioner was not even a duly licensed interior designer. Her statements were deliberate falsehoods designed to induce De Dios to accept the offer and part with her money.[72]

Petitioner also alleged that a portion of the funds would be used to secure a construction permit, yet she failed to obtain one and had no intention of doing so. Consequently, the renovation was left incomplete, and De Dios' property was left in a dismal state.[73]

In Criminal Case No. 13-2107, De Dios alleged that petitioner falsely claimed ownership of ten condominium units. Petitioner told De Dios that she was about to lease one of them to a foreigner but needed PHP 500,000.00 to fully furnish the unit. To induce De Dios to lend her the amount, petitioner issued several checks and promised

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

repayment from the foreigner's advance deposit and rental payments. Relying once more on petitioner's representations, De Dios issued a BDO check for PHP 500,000.00.[74]

As part of her deceit, petitioner told De Dios to wait for the foreigner at the condominium, but no one arrived. She then assured De Dios not to worry because she had already issued personal checks. However, when presented for payment, the checks were dishonored because petitioner's accounts had already been closed. De Dios later learned that petitioner did not own any condominium units and had no lease agreement with any foreigner.[75]

The Issue

The principal issue is whether petitioner is guilty beyond reasonable doubt of Estafa by means of deceit under Article 315 (2)(a) of the Revised Penal Code in Criminal Case Nos. 12-1354 and 13-2107.

The Ruling of the Court

The Petition is meritorious.

The elements of Estafa by means of deceit under Article 315 (2)(a) of the Revised Penal Code are as follows: (1) that there must be a false pretense, fraudulent act or fraudulent means; (2) that such false pretense, fraudulent act or fraudulent means must be made or executed prior to or simultaneously with the commission of the fraud; (3) that the offended party must have relied on the false pretense, fraudulent act or fraudulent means, that is, he was induced to part with his money or property because of the false pretense, fraudulent act or fraudulent means; and (4) that as a result thereof, the offended party suffered damage.[76]

In the prosecution for Estafa under Article 315, paragraph 2(a), it is indispensable that the elements of deceit, consisting in the false statement or fraudulent representations of the accused be made prior to, or, at least simultaneously with, the delivery of the thing by the complainant, it being essential that such false statement or fraudulent representation constitutes the very cause or the only motive which induces the complainant to part with the thing. If there be no such prior or simultaneous false statement or fraudulent representation, any subsequent act of the accused, however, fraudulent and suspicious it may appear, cannot serve as basis for prosecution for that class of estafa.[77]

After a judicious review of the case, the Court finds that the prosecution failed to discharge its burden of proving beyond reasonable doubt all the elements of Estafa by means of deceit.

Criminal Case No. 12-1354

The prosecution's theory hinges on petitioner's alleged false representation of being a duly licensed contractor or licensed interior designer which purportedly induced De Dios to engage her for the Urdaneta property renovation.

While it is undisputed that petitioner was neither a licensed contractor nor a licensed interior designer in the Philippines, reasonable doubt exists as to whether De Dios relied on such alleged misrepresentation and whether such misrepresentation was the direct and proximate cause that induced De Dios to part with her money. The prosecution failed to convincingly show that De Dios relied primarily, or at all, on a specific false representation regarding licensure when she engaged petitioner's services. What the evidence shows is that De Dios' decision to part with her money was primarily motivated by personal affinity and compassion toward petitioner, rather than by reliance on any alleged professional qualification or representation. Her act was, thus, impelled by personal regard, not by deception arising from a specific false claim.

On this point, the Court notes the following testimony of De Dios as quoted by petitioner:

ATTY SALALIMA

Study hands-free: podcast-style lessons with read-along highlighting - batas.org

The question, Your Honor, is in her Judicial Affidavit, she mentioned that repairs were made without her permission.

COURT

The question, I think-you were referring to a certain answer number 13?

ATTY SALALIMA

Yes, Your Honor.

COURT

Where the witness said that when she saw her unit or her place, it was badly damaged with wirings being exposed, etcetera...

ATTY SALALIMA

Yes, Your Honor, without her permission.

COURT

... without her permission. So your question...

ATTY. SALALIMA:

The question is, that is not true because as stated in the summary of estimates, you really did not consent to this renovation?

A -

Some part of the house, she says that she's going – she touched it which is...

Q -

You consented in this renovation?

A -

Not at all[,] because it might become, big cash/amount of money, you know. I don't wanna spend that much, but what she did, without my consent, she, sinira niya nang wala akong consent, katulad no'ng sa itaas...

ATTY SALALIMA

Strike out, Your Honor.

WITNESS

Wala akong consent. I was in the States po no'ng nangyari. Pagdating ko sirang sira na po, marami pong Nawala.

ATTY SALALIMA

Because that is also part of the summary of estimates, Madam witness. Anyway, you agree that the house looked the way that you described it because that was with your permission?

A -

With my permission iyong iba pong parte.

Q -

Okay.

A -

Iyong pong parte ng kwan, sinira niya po, pati itong – marami pong Nawala rin. Alam niya pong mapapalaki ang gastos . . . .[78]

The foregoing shows that De Dios' testimony relates to her claimed absence of consent and regret over the extent of the renovations, and not to any specific false representation or fraudulent inducement on the part of petitioner.

Furthermore, and crucially, the factual antecedents reveal a history of prior successful dealings between the parties concerning other properties of De Dios. Petitioner's involvement in the earlier renovations of De Dios' other properties was not questioned; neither was her competence doubted at the time. The prior engagements form part of the surrounding circumstances which cast doubt on the existence of a preconceived scheme to defraud at the inception of the Urdaneta transaction. It reveals that De Dios knowingly engaged petitioner's services without relying on any supposed claim of licensure. That De Dios later discovered that petitioner was not licensed does not retroactively convert the transaction into a criminal fraud. Mostly, it reflects a lapse in judgment or an ill-advised business decision, which does not per se give rise to criminal liability.

Furthermore, petitioner consistently argued that the agreement regarding the Urdaneta property renovation, evidenced by the Summary of Estimates[79] dated September 7, 2010, was reached before the execution of the Construction Agreement on October 7, 2010. While the Summary of Estimates is not, strictly speaking, the controlling contract between the parties, as it merely itemizes projected costs and scope of work, documents of this nature not ordinarily containing representations as to professional qualifications, it nonetheless provides context as to the parties' prior dealings and the circumstances attending the formation of their agreement. As petitioner asserts, this supports the claim that the meeting of the minds on the renovation preceded the execution of the Construction Agreement.

Further still, the prosecution failed to refute petitioner's claim that De Dios unilaterally prepared the Construction Agreement. Although petitioner signed the document, the circumstances surrounding its creation, particularly the parties' prior verbal dealings and the earlier Summary of Estimates, undermine the claim that De Dios relied exclusively on the contents of the agreement in deciding to engage petitioner's services. On the contrary, the unilateral preparation of the Agreement by De Dios or her son indicates that they played a significant role in determining its terms and, potentially, the representations therein. This circumstance weakens the inference that petitioner knowingly adopted a false representation with criminal intent by the mere act of signing the agreement.

This finding becomes even more significant in light of petitioner's consistent position that she never held herself out as a licensed contractor or licensed interior designer, and that De Dios knew all along that she did not possess such qualifications. Indeed, the manner in which the agreement was prepared introduces reasonable doubt as to

whether petitioner's act of signing was motivated by an intent to deceive, particularly when viewed against the backdrop of their developing personal relationship.

Simply put, the prosecution failed to establish beyond reasonable doubt that this lack of licensure, specifically misrepresented, was the proximate cause for De Dios to part with her money. The established history of their dealings and De Dios' admitted reasons for engagement suggest other factors were at play.

The prosecution failed to show that the subsequent issues concerning the Urdaneta property necessarily reflected a premeditated scheme to defraud. Mere failure to fulfill a contractual obligation does not constitute Estafa absent fraudulent intent at inception. Petitioner did begin some renovations and accepted a sum of money. That the project later halted due to the interference of De Dios' son, as alleged, or that petitioner's work was substandard or incomplete, is a matter of performance or breach, which is remediable by civil action, not criminal sanction. In this regard, petitioner's argument that if there was a breach of contract, a civil case should have been filed, while not directly negating the elements of Estafa, underscores the contractual nature of their dispute, where the element of deceit as the inducing cause is paramount for a criminal conviction. The law must guard against criminalizing contractual disputes where deceit is not clearly and convincingly shown, as in the present case.

Criminal Case No. 13-2107

Here, petitioner was charged with representing that she owned condominium units and had a prospective lessee, a foreign national, for one such unit, for which she allegedly asked for PHP 500,000.00 to fund furnishings. The prosecution alleges that these representations were fabricated to induce De Dios to part with her money. However, the defense's narrative of a loan transaction, not having been shown to be inherently implausible or contrary to human experience, when considered in light of the surrounding circumstances, cannot be dismissed outright and casts a thick shadow of doubt over the prosecution's theory of estafa.

The Court finds the prosecution's evidence insufficient to establish criminal deceit. While the existence of these condominium units and the prospective lessee may be in dispute, the crucial element of deceit inducing De Dios to part with her money is not established beyond reasonable doubt. At the very least, the evidence raises reasonable doubt as to whether the prosecution's narrative truly establishes a criminal scheme, or whether it sufficiently proves that deceit, rather than a failed financial arrangement, was the efficient and proximate cause of the alleged damage. Indeed, the transaction bears the characteristics of a loan.

Petitioner persuasively established that the PHP 500,000.00 was a loan with an agreed monthly interest from De Dios. This is corroborated by the issuance of checks covering monthly interest payments as well as principal payment. Petitioner's assertion that De Dios stood to earn substantial interest, nearly one hundred percent, provides a cogent and more plausible explanation for the transaction, namely that it was a financial loan, not a scheme to deceive her into furnishing a unit. This arrangement is inconsistent with fraud and more indicative of a legitimate credit agreement.

Notably, De Dios' testimony reveals a persistent pattern of petitioner soliciting money, which De Dios initially rejected. It was allegedly only after persistent efforts by petitioner, including following De Dios to her bank, that the latter "finally gave in." This narrative suggests that the transaction may have been prompted by repeated requests and personal considerations, rather than by a specific and clearly established false pretense that directly induced De Dios to part with her money. Petitioner also asserted that the PHP 500,000.00 loan was to be deducted from the costs of the Urdaneta property renovation. This underscores the ambiguity of the parties' arrangement and further blurs the line between a fraudulent scheme and a business or personal loan gone awry.

Even accepting De Dios' version, her own testimony discloses that she initially rejected petitioner's request, and

only relented after persistent appeals and sympathy. This suggests that her decision to give money was voluntary and not because of reliance on a false representation. While emotional appeals may accompany fraudulent schemes, criminal liability for estafa requires proof of a false representation of material fact that directly induced the victim to part with her money; sympathy or poor judgment alone cannot substitute for such proof.

With respect to the alleged narrative concerning the foreign lessee, the prosecution failed to demonstrate that it was a deliberate falsehood calculated to induce De Dios to part with her money. Absent proof that the alleged statements were knowingly false when made and intended to induce reliance, they amount, at most, to unfulfilled assurances or overoptimistic representations, which do not automatically constitute estafa. Moreover, petitioner's logical challenge to the prosecution's narrative is particularly persuasive: If, as De Dios alleged, the American client was expected to pay a substantial rental that very night, and the borrowed money was merely for furnishing, why would petitioner need to borrow money at all? The immediate payment from the American client would negate any need for a loan from De Dios. This inconsistency introduces reasonable doubt as to whether the alleged representation was deliberately fabricated to induce the transaction, as opposed to being an unfulfilled expectation.

In essence, the circumstances surrounding the transaction, particularly De Dios' initial reluctance and eventual acquiescence after persistent appeals, raise a reasonable doubt as to whether she was genuinely deceived by elaborate false pretenses, or whether she extended the funds out of a mix of pity, trust, and perhaps a misguided expectation of quick returns.

In sum, in both criminal cases, the Court finds that the prosecution failed to establish the elements of the crime charged. First, there is insufficient proof of any false pretense or fraudulent representation on petitioner's part. The evidence shows that while petitioner received some amounts from De Dios, however, these are in the form of advances or payments under renovation contracts or as part of a loan arrangement, not as funds obtained through deceit. No clear and deliberate misrepresentation was established. Second, the records do not show that any supposed misrepresentation was made prior to or simultaneously with the receipt of the funds. The transactions appear to have been ordinary financial dealings, and no fraudulent scheme was convincingly demonstrated to have preceded or accompanied the payments. Third, it cannot be said that De Dios parted with her money because she was induced by any fraudulent statement or act. The evidence does not clearly show that her decision to release the amounts was influenced by a specific deceitful representation.

To stress, in both criminal cases, while petitioner's conduct may have been irresponsible or indicative of a failure to fulfill contractual obligations, the prosecution has failed to establish the deceit or misrepresentation as the sole or primary inducing cause for De Dios to part with her money. The personal relationship between the parties, De Dios' own actions (such as preparing the contract and initially refusing the loan), and the absence of clear proof of deceit from the outset collectively give rise to reasonable doubt as to petitioner's guilt for estafa.

On the element of damage and petitioner's civil liability in Criminal Case Nos. 12-1354 and 13-2107

While the other elements of the offense charged were not sufficiently established, the element of damage still exists in both cases. It was established that petitioner received funds from De Dios: PHP 100,000.00 as found by the trial court in Criminal Case No. 12-1354, and PHP 500,000.00 purportedly in connection with the condominium transaction in Criminal Case No. 13-2107. While the evidence points to these amounts being part of contractual arrangements or loan agreements and not fraudulent schemes, there is no showing that the sums have been returned or otherwise accounted for. The next question that arises, is whether petitioner may still be held liable for the said amounts despite her acquittal for failure to prove guilt beyond reasonable doubt.

It is settled that an acquittal will not bar a civil action (i) where the acquittal is based on reasonable doubt as civil

cases require only a preponderance of evidence; (ii) where the court declares that the accused's liability is not criminal, but only civil in nature; and (iii) where the civil liability does not arise from, or is not based upon the criminal act of which the accused was acquitted.[80]

In this regard, the case of Spouses Llonillo v. People[81] resolved the question of whether civil liability arising from sources other than the offense charged may be adjudged in the same criminal action. It pronounced that civil liability arising from sources other than the delict may still be adjudged within the same criminal action, provided that the act or omission complained of in the criminal case is the same as or is related to the act or omission giving rise to such civil liability, and that it can be done without infringing upon the right to due process.[82]

The Court, in Spouses Llonillo, laid down the parameters for allowing the recovery of civil liability in the same criminal proceeding despite the acquittal of the accused, to wit:

> The award of civil liability based on sources other than the delict can be made in the same criminal action, subject to the following conditions: (1) the act or omission complained of in the criminal action is the same or is related to the act or omission giving rise to the civil liability; (2) the civil liability of the accused was raised in the criminal action; (3) the accused was given the opportunity to be heard on this point; and (4) the civil liability of the accused was established by a preponderance of evidence.[83]

The above conditions have not been satisfied in the present case.

Here, the act complained of in the criminal action is the alleged employment of deceit, specifically, petitioner's misrepresentation of her professional license and fabrication of condominium ownership to obtain money from De Dios. This act of deceit is not the same act that would give rise to civil liability, which would stem instead from independent contractual or loan obligations.

Furthermore, the trial centered on the alleged misrepresentations, not on contract performance, renovation costs, or outstanding loan obligations. The prosecution did not expressly seek or litigate contractual damages within either criminal case. The prosecution's evidence focused on proving deceit and the resulting loss of money, not on establishing contractual claims, repair costs, or other damages.

Hence, it cannot be said that petitioner was given an opportunity to be heard on this matter. She had no fair chance to present defenses on the civil aspect. Stated differently, petitioner's liability arising from the contractual arrangement and loan agreement was never fully addressed in the criminal trial, which focused solely on proving the elements of estafa. Petitioner's evidence was presented merely to refute deceit, not to address a full-blown civil accounting. The due process safeguard required under Spouses Llonillo is therefore lacking here.

The foregoing discussion likewise shows that the fourth condition in Spouses Llonillo, namely that the civil liability of the accused must be established by a preponderance of evidence, is further wanting. Preponderance of evidence is evidence that is of greater weight, or more convincing, than that which is offered in opposition to it.[84] Here, the amounts and claims presented are conflicting and lack sufficient substantiation. Notably, in Criminal Case No. 12-1354, petitioner asserts that the amount she received from De Dios was used to fund renovation work already commenced on the Urdaneta property. She likewise claims that she was unable to recover the expenses she had incurred, with the renovation approximately 80% complete at the time. Petitioner maintains that based on the progress of the work, De Dios remained liable to her for PHP 1.8 Million. Meanwhile in Criminal Case No. 13-2107, petitioner avers that she and De Dios agreed that the PHP 500,000.00 loan would be deducted from the cost of the Urdaneta property renovation.

However, the extent and value of the renovation work, the actual amounts spent or received, and the precise agreement between the parties regarding the application of the PHP 500,000.00 have not been sufficiently

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

established. Much is left to be clarified or computed.

It bears emphasis that the prosecution evidence was simply not aimed at establishing specific contractual obligations or loan liabilities. Given these evidentiary gaps, the Court cannot conclude that civil liability on the part of petitioner has been established with the requisite degree of certainty. Thus, any civil claims beyond ex delicto liability cannot be adjudicated here and are without prejudice to a separate civil action.

ACCORDINGLY, the Consolidated Petition for Review on Certiorari is GRANTED. The Decision dated February 26, 2021, and the Resolution dated May 22, 2023, of the Court of Appeals in CA-G.R. CR Nos. 42002 and 40252 are REVERSED and SET ASIDE. Petitioner Cherry M. Miguel is ACQUITTED of the crime of Estafa under Article 315 (2)(a) of the Revised Penal Code in Criminal Case No. 12-1354 before Branch 147, Regional Trial Court, Makati City; and in Criminal Case No. 13-2107 before Branch 142, Regional Trial Court, Makati City, for failure of the prosecution to prove her guilt beyond reasonable doubt.

Let entry of judgment be issued immediately.

SO ORDERED.

Gesmundo,[*] C.J., Caguioa (Chairperson), and Gaerlan, JJ., concur.
Singh,[*][*] J., on official business.

---

[*] Designated additional Member vice Associate Justice Japar B. Dimaampao, per Raffle dated March 10, 2026.

[*][*] On official business.

[1] Rollo, pp. 8-72.

[2] Id. at 142-172. Penned by Associate Justice Florencio M. Mamauag, Jr., and concurred in by Associate Justices Japar B. Dimaampao (now a Member of this Court) and Pedro B. Corales of the Third Division, Court of Appeals, Manila.

[3] Id. at 176-179. Penned by Associate Justice Florencio M. Mamauag, Jr., and concurred in by Associate Justices Pedro B. Corales and Raymond Reynold R. Lauigan of the Special Former Third Division, Court of Appeals, Manila.

[4] ARTICLE 315. Swindling (estafa).—Any person who shall defraud another by any of the means mentioned hereinbelow shall be punished by:

> . . . .
>
> 2.
>
> By means of any of the following false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud:
>
> a.
>
> By using fictitious name, or falsely pretending to possess power, influence, qualifications, property, credit, agency, business or imaginary transactions, or by means of other similar deceits[.]

[5] RTC records (Criminal Case No. 13-2107), vol. II, pp. 000111-000121. Penned by Presiding Judge Andres Bartolome Soriano.

[6] RTC records (Criminal Case No. 12-1354), vol. II, pp. 475-504. Penned by Presiding Judge Dina Pestaño Teves.

[7] Id. at 143.

[8] Id.

[9] RTC records (Criminal Case No. 12-1354), vol. I, pp. 1, 3.

[10] Id. at 1.

[11] RTC records (Criminal Case No. 13-2107), vol. I, pp. 1, 3.

[12] Id. at 1.

[13] Rollo, pp. 144-145.

[14] Id. at 145.

[15] Id. at 146.

[16] Id.

[17] Id. at 147.

[18] Id.

[19] Id. at 147-148.

[20] Id. at 148-149.

[21] Id. at 149.

[22] Id.

[23] Id.

[24] Id. at 150.

[25] Id.

[26] Id.

[27] Id.

[28] Id. at 151.

[29] Id.

[30] Id. at 151-152.

[31] Id. at 152.

[32] Id.

[33] Id.

[34] Id.

[35] Id.

Turn this case into an audio lecture - facts, issues, ruling and doctrine - at batas.org

[36] Id. at 153.

[37] Id.

[38] Id.

[39] Id. at 153-154.

[40] Id. at 154.

[41] Id.

[42] Id. at 155.

[43] Id.

[44] Id. at 155-156.

[45] Id. at 156.

[46] Id.

[47] Id.

[48] Id. at 156-157.

[49] Id. at 157.

[50] Id. at 162.

[51] Id. at 165.

[52] Id. at 167.

[53] Id. at 168.

[54] Id. at 169.

[55] Id. at 170.

[56] Id. at 171.

[57] Id. at 30.

[58] Id. at 34.

[59] Id. at 30.

[60] Id.

[61] Id. at 39-40.

[62] Id. at 34-35.

[63] Id. at 35.

[64] Id. at 35-38.

[65] Id. at 41.

[66] Id. at 64-65.

Bar review courses, mock exams and a study planner that keeps you on pace - batas.org

[67] Id. at 46-47, 65.

[68] Id.

[69] Id. at 62-65.

[70] Id. at 64.

[71] Id. at 483.

[72] Id.

[73] Id. at 483-484.

[74] Id. at 484.

[75] Id.

[76] Gabionza v. Court of Appeals, 586 Phil. 606, 618 (2008) [Per J. Tinga, Second Division].

[77] Franco v. People, 658 Phil. 600, 612-614 (2011) [Per J. Del Castillo, First Division].

[78] Rollo, pp. 41-43.

[79] Id. at 207-210.

[80] Collado v. Dela Vega, 891 Phil. 206, 210-211 (2020) [Per J. Lopez, Second Division].

[81] 950 Phil. 644 (2024) [Per J. Rosario, En Banc].

[82] Id. at 660.

[83] Id. at 671.

[84] Spouses Ponce v. Aldanese, 909 Phil. 579, 585 (2021) [Per J. Hernando, Second Division].

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.