

SECOND DIVISION

[G.R. No. 196853, July 13, 2015]

**ROBERT CHUA, PETITIONER, VS. PEOPLE OF THE PHILIPPINES,
RESPONDENT.**

D E C I S I O N

DEL CASTILLO, J.:

Petitioner Robert Chua (Chua) was charged with 54 counts of violation of *Batas Pambansa Blg. 22* (BP 22) for issuing checks which were dishonored for either being drawn against insufficient funds or closed account.

Factual Antecedents

Chua and private complainant Philip See (See) were long-time friends and neighbors. On different dates from 1992 until 1993, Chua issued several postdated PSBank checks of varying amounts to See pursuant to their rediscounting arrangement at a 3% rate, to wit:

	PSBANK CHECK NO.	DATED	AMOUNT
1	018062	December 25, 1993	Php300,000.00
2	018061	December 23, 1993	Php350,000.00
3	017996	December 16, 1993	Php100,000.00
4	017992	December 14, 1993	Php200,000.00
5	017993	December 14, 1993	Php200,000.00
6	018138	November 22,1993	Php 6,000.00
7	018122	November 19, 1993	Php 13,000.00
8	018120	November 18, 1993	Php 6,000.00
9	018162	November 22, 1993	Php 10,800.00
10	018069	November 17, 1993	Php 9,744.25
11	018117	November 17, 1993	Php 8,000.00
12	018149	November 28, 1993	Php 6,000.00
13	018146	November 27, 1993	Php 7,000.00

14	006478	November 26, 1993	Php200,000.00
15	018148	November 26, 1993	Php300,000.00
16	018145	November 26, 1993	Php 7,000.00
17	018137	December 10, 1993	Php150,000.00
18	017991	December 10, 1993	Php150,000.00
19	018151	December 10, 1993	Php150,000.00
20	017962	December 08, 1993	Php150,000.00
21	018165	December 08, 1993	Php 14,000.00
22	018154	December 07, 1993	Php100,000.00
23	018164	December 07, 1993	Php 14,000.00
24	018157	December 07, 1993	Php600,000.00
25	018161	December 06, 1993	Php 12,000.00
26	018160	December 05, 1993	Php 12,000.00
27	018033	November 09, 1993	Php 3,096.00
28	018032	November 08, 1993	Php 12,000.00
29	018071	November 06, 1993	Php150,000.00
30	018070	November 06, 1993	Php150,000.00
31	006210	October 21, 1993	Php100,000.00
32	006251	October 18, 1993	Php200,000.00
33	006250	October 18, 1993	Php200,000.00
34	017971	October 13, 1993	Php400,000.00
35	017972	October 12, 1993	Php335,450.00
36	017973	October 11, 1993	Php464,550.00
37	006433	September 24, 1993	Php520,000.00
38	006213	August 30, 1993	Php100,000.00
39	017976	December 13, 1993	Php100,000.00
40	018139	December 13, 1993	Php125,000.00
41	018141	December 13, 1993	Php175,000.00
42	018143	December 13, 1993	Php300,000.00

43	018121	December 10, 1993	Php166,934.00
44	018063	November 12, 1993	Php 12,000.00
45	018035	November 11, 1993	Php 7,789.00
46	017970	November 11, 1993	Php600,000.00
47	018068	November 18, 1993	Php 7,800.00
48	017956	November 10, 1993	Php800,000.00
49	018034	November 10, 1993	Php 7,116.00
50	017907	December 1, 1993	Php200,000.00
51	018152	November 30, 1993	Php 6,000.00
52	018067	November 30, 1993	Php 7,800.00
53	006490	November 29, 1993	Php100,000.00
54	018150	November 29, 1993	Php 6,000.00 ^[1]

However, See claimed that when he deposited the checks, they were dishonored either due to insufficient funds or closed account. Despite demands, Chua failed to make good the checks. Hence, See filed on December 23, 1993 a Complaint^[2] for violations of BP 22 before the Office of the City Prosecutor of Quezon City. He attached thereto a demand letter^[3] dated December 10, 1993.

In a Resolution^[4] dated April 25, 1994, the prosecutor found probable cause and recommended the filing of charges against Chua. Accordingly, 54 counts of violation of BP 22 were filed against him before the Metropolitan Trial Court (MeTC) of Quezon City.

Proceedings before the Metropolitan Trial Court

During the course of the trial, the prosecution formally offered as its evidence^[5] the demand letter dated December 10, 1993 marked as Exhibit "B."^[6] Chua, however, objected^[7] to its admissibility on the grounds that it is a mere photocopy and that it does not bear any proof that he actually received it. In view of these, Chua filed on April 14, 1999 a Motion to Submit Demurrer to Evidence.^[8] Per Chua's allegation, however, the MeTC failed to act on his motion since the judge of said court vacated his post.

Several years later, the prosecution filed a Motion to Re-Open Presentation of Prosecution's Evidence and Motion to Allow Prosecution to Submit Additional Formal Offer of Evidence^[9] dated March 28, 2003. It averred that while See was still trying to locate a demand letter dated November 30, 1993 (which it alleged to have been personally served upon Chua), the prosecution nevertheless decided to rest its case

on February 24, 1999 so as not to further delay the proceedings. However, sometime in February 2002, See decided to have his house rented out such that he emptied it with all his belongings and had it cleaned. It was during this time that he found the demand letter dated November 30, 1993.^[10] The prosecution thus prayed that it be allowed to submit a supplemental offer of evidence to include said demand letter dated November 30, 1993 as part of its evidence. Again, the records of the case bear no copy of an MeTC Order or Resolution granting the aforesaid motion of the prosecution. Nevertheless, extant on records is a Formal Offer of Evidence^[11] filed by the private prosecutor submitting the demand letter dated November 30, 1993 as additional evidence. In his objection thereto,^[12] Chua averred that the papers on which the demand letter dated November 30, 1993 are written were given to him as blank papers. He affixed his signature thereon purportedly to give See the authority to retrieve a car which was supposed to serve as payment for Chua's obligation to See. In an Order^[13] dated November 18, 2005, the MeTC refused to take cognizance of the supplemental formal offer on the ground that the same was filed by the private prosecutor without the conformity of the public prosecutor. Be that as it may, the demand letter dated November 30, 1993 eventually found its way into the records of this case as Exhibit "SSS."^[14]

Later, the defense, with leave of court, filed a Demurrer to Evidence.^[15] It again pointed out that the demand letter dated December 10, 1993 attached to See's affidavit-complaint is a mere photocopy and not accompanied with a Post Office Registry Receipt and Registry Return Receipt. Most importantly, it does not contain Chua's signature that would serve as proof of his actual receipt thereof. In view of these, the defense surmised that the prosecution fabricated the demand letter dated November 30, 1993 to remedy the lack of a proper notice of dishonor upon Chua. At any rate, it argued that while the November 30, 1993 demand letter contains Chua's signature, the same should not be given any probative value since it does not contain the date when he allegedly received the same. Hence, there is simply no way of reckoning the crucial five-day period that the law affords an issuer to make good the check from the date of his notice of its dishonor.

In an Order^[16] dated January 12, 2007, the MeTC denied the defense's Demurrer to Evidence. The Motion for Reconsideration thereto was likewise denied in an Order^[17] dated May 23, 2007. Hence, the trial of the case proceeded.

In a Consolidated Decision^[18] dated May 12, 2008, the MeTC convicted Chua of 54 counts of violation of BP 22 after it found all the elements of the offense obtaining in the case. Anent Chua's receipt of the notice of dishonor, it ratiocinated, *viz.*:

x x x x

The prosecution had proved also that private complainant personally sen[t] a written notice of dishonor of the subject check to the accused and that the latter personally received the same. In fact, the defense stipulated in open court the existence of the said demand letter and the signature of the accused as reflected in the face of the demand letter, x x x In view of that stipulation, the defense is now estopped [from] denying its receipt thereof. Although there was no date when accused received the demand letter x x x the demand letter was dated, thus it is presumed

that the accused received the said demand letter on the date reflected on it. It has been said that "admission verbal or written made by the party in the course of the proceedings in the same case does not require proof." x xx

[In spite of] receipt thereof, the accused failed to pay the amount of the checks or make arrangement for its payment [w]ithin five (5) banking days after receiving notice that the said checks have not been paid by the drawee bank. As a result, the presumption of knowledge as provided for in Section 2 of Batas Pambansa Bilang 22 which was the basis of reckoning the crucial five (5) day period was established.^[19]

Hence, the dispositive portion of the MeTC Decision:

WHEREFORE, premises considered, this court finds accused Robert Chua GUILTY, beyond reasonable doubt, of fifty four (54) counts of Violation of Batas Pambansa Bilang 22 and hereby sentence[s] him to suffer the penalty of six (6) months imprisonment for each case and to restitute to the private complainant the total amount of the face value of all the subject checks in these cases with legal interest of 12% per annum reckoned from the filing of the informations until the full amount is fully paid and to pay the costs of suit.

SO ORDERED.^[20]

Ruling of the Regional Trial Court (RTC)

Aggrieved, Chua appealed to the RTC where he argued that: (1) the complaint was prematurely filed since the demand letter dated December 10, 1993 had not yet been sent to him at the time of filing of the Complaint; (2) the demand letter dated November 30, 1993 has no probative value since it lacked proof of the date when Chua received the same; and, (3) since Chua was acquitted in two other BP 22 cases involving the same parties, facts and issues, he should likewise be acquitted in the present case based on the principle of *stare decisis*.

In a Decision^[21] dated July 1, 2009, the RTC likewise found all the elements of BP 22 to have been sufficiently established by the prosecution, to wit:

- (1) the making, drawing, and issuance of any check to apply for account or for value;
- (2) the knowledge of the maker, drawer, or issuer that at the time of issue he does not have sufficient funds in or credit with the drawee bank for the payment of the check in full upon its presentment;
- (3) the subsequent dishonor of the check by the drawee bank for insufficient funds or credit or dishonor for the same reason had not the drawer, without any valid cause ordered the bank to stop payment.

As to first element, the RTC held that the evidence shows that Chua issued the checks in question. Next, on the basis of the demand letter dated November 30, 1993 bearing Chua's signature as proof of receipt thereof, it was likewise established