

THIRD DIVISION

[G.R. No. 191240, July 30, 2014]

**CRISTINA B. CASTILLO, PETITIONER, VS. PHILLIP R. SALVADOR,
RESPONDENT.**

D E C I S I O N

PERALTA, J.:

Before us is a petition for review on *certiorari* which assails the Decision^[1] dated February 11, 2010 of the Court of Appeals (CA) in CA-G.R. CR No. 30151 with respect only to the civil aspect of the case as respondent Phillip R. Salvador had been acquitted of the crime of *estafa*.

Respondent Phillip Salvador and his brother Ramon Salvador were charged with *estafa* under Article 315, paragraph 2 (a) of the Revised Penal Code in an Information^[2] which reads:

That during the period from March 2001 up to May 2002, in the City of Las Piñas, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and both of them mutually helping and aiding one another, with intent to gain and by means of false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud, did then and there willfully, unlawfully and feloniously defraud the complainant CRISTINA B. CASTILLO, in the amount of US\$100,000.00 in the following manner, to wit: Respondents convinced the complainant to invest into the remittance business in the name of accused PHILLIP R. SALVADOR in Hongkong, representing to her that they will personally take charge of the operations and marketing of the said business, assuring her with huge profits because of the popularity of accused PHILLIP R. SALVADOR, knowing very well that the said manifestations/representations and fraudulent manifestations were false and were intended only to exact money from the Complainant, and by reason of the said false representations made by both accused, the Complainant gave and entrusted to the accused the amount of US\$100,000.00 as seed money to start the operations of the business and the said accused, once in the possession of the said amount of money, misappropriated, misapplied and/or converted the same to their own personal use and benefit, to the damage and prejudice of the Complainant in the aforementioned amount of US\$100,000.00.

CONTRARY TO LAW.^[3]

Upon their arraignment, respondent and his brother Ramon pleaded not guilty^[4] to the offense charged.

Trial on the merits thereafter ensued.

Petitioner Cristina B. Castillo testified that she is engaged in real estate business, educational institution, boutique, and trading business.^[5] She met respondent through a common friend in December 2000 and became close since then. Respondent had told her that his friends, Jinggoy Estrada and Rudy Fernandez, were engaged in the freight and remittance business and that Jinggoy even brought him to Hong Kong and Singapore to promote the former's business.^[6] Petitioner eventually met respondent's brother and manager, Ramon Salvador, to whom she volunteered to financially help respondent in his bid for the Vice-Mayoralty race in Mandaluyong.^[7] It was also in the same meeting that they talked about the matter of engaging in a freight and remittance business.^[8] Respondent enticed petitioner to go to Hong Kong to see for herself the viability of such business and Ramon suggested to use respondent's name to attract the overseas contract workers.^[9]

In March 2001, petitioner and her husband, together with respondent and a certain Virgilio Calubaquib went to Hong Kong and they witnessed respondent's popularity among the Filipino domestic helpers.^[10] In April 2001, the same group, with Ramon this time, went to Bangkok where respondent's popularity was again shown among the overseas Filipinos.^[11] In both instances, respondent promoted their prospective business. In both trips, petitioner paid for all the travel expenses and even gave respondent US\$10,000.00 as pocket money for the Hong Kong trip and another US\$10,000.00 for the Bangkok trip.^[12] Her accountant introduced her to a certain Roy Singun who is into the freight and money remittance business.^[13] In August 2001, respondent initiated a trip to Palau, to observe Singun's business thereat to which petitioner acceded.^[14] Petitioner paid for the travel expenses and even gave respondent US\$20,000.00.^[15] In October 2001, she and respondent had a training at Western Union at First World Center in Makati City.^[16]

As petitioner had deeply fallen in love with respondent and since she trusted him very much as he even acted as a father to her children when her annulment was ongoing, she agreed to embark on the remittance business. In December 2001, she, accompanied by her mother, Zenaida G. Bondoc (Zenaida), and Ramon, went to Hong Kong and had the Phillip Salvador Freight and Remittance International Limited registered on December 27, 2001.^[17] A Memorandum of Articles of Incorporation and a Certificate of Incorporation were issued.^[18] They also rented an office space in Tsimshatsui, Kowloon, Hong Kong which they registered as their office address as a requirement for opening a business in Hong Kong, thus, a Notification of Situation of Registered Office was also issued.^[19] She agreed with respondent and Ramon that any profit derived from the business would be equally divided among them and that respondent would be in charge of promotion and marketing in Hong Kong, while Ramon would take charge of the operations of business in the Philippines and she would be financing the business.^[20]

The business has not operated yet as petitioner was still raising the amount of US\$100,000.00 as capital for the actual operation.^[21] When petitioner already had the money, she handed the same to respondent in May 2002 at her mother's house in Las Piñas City, which was witnessed by her disabled half-brother Enrico B. Tan (*Enrico*).^[22] She also gave respondent P100,000.00 in cash to be given to Charlie Chau, who is a resident of Hong Kong, as payment for the heart-shaped earrings she bought from him while she was there. Respondent and Ramon went to Hong Kong in May 2002. However, the proposed business never operated as respondent only stayed in Hong Kong for three days. When she asked respondent about the money and the business, the latter told her that the money was deposited in a bank.^[23] However, upon further query, respondent confessed that he used the money to pay for his other obligations.^[24] Since then, the US\$100,000.00 was not returned at all.

On cross-examination, petitioner testified that she fell deeply in love with respondent and was convinced that he truly loved her and intended to marry her once there would be no more legal impediment;^[25] that she helped in financing respondent's campaign in the May 2001 elections.^[26] As she loved respondent so much, she gave him monthly allowances amounting to hundreds of thousands of pesos because he had no work back then.^[27] She filed the annulment case against her husband on November 21, 2001 and respondent promised her marriage.^[28] She claimed that respondent and Ramon lured her with sweet words in going into the freight and remittance business, which never operated despite the money she had given respondent.^[29] She raised the US\$100,000.00 by means of selling and pawning her pieces of diamond jewelry.^[30]

Petitioner admitted being blinded by her love for respondent which made her follow all the advice given by him and his brother Ramon, i.e., to save money for her and respondent's future because after the annulment, they would get married and to give the capital for the remittance business in cash so as not to jeopardize her annulment case.^[31] She did not ask for a receipt for the US\$100,000.00 she gave to respondent as it was for the operational expenses of a business which will be for their future, as all they needed to do was to get married.^[32] She further testified that after the US\$100,000.00 was not returned, she still deposited the amount of P500,000.00 in respondent's UCPB bank account^[33] and also to Ramon's bank accounts.^[34] And while respondent was in the United States in August

2003, she still gave him US\$2,000.00 as evidenced by a Prudential Telegraphic Transfer Application^[35] dated August 27, 2003.

Petitioner's mother, Zenaida, corroborated her daughter's testimony that she was with her and Ramon when they went to Hong Kong in December 2001 to register the freight and remittance business.^[36] She heard Charlie Chau, her daughter's friend, that a part of his office building will be used for the said remittance business.^[37] Enrico Tan, also corroborated her sister's claim that she handed the money to respondent in his presence.^[38]

Respondent testified that he and petitioner became close friends and eventually fell

in love and had an affair.^[39] They traveled to Hong Kong and Bangkok where petitioner saw how popular he was among the Filipino domestic helpers,^[40] which led her to suggest a remittance business. Although hesitant, he has friends with such business.^[41] He denied that petitioner gave him US\$10,000.00 when he went to Hong Kong and Bangkok.^[42] In July 2001, after he came back from the United States, petitioner had asked him and his brother Ramon for a meeting.^[43] During the meeting, petitioner brought up the money remittance business, but Ramon told her that they should make a study of it first.^[44] He was introduced to Roy Singun, owner of a money remittance business in Pasay City.^[45] Upon the advise of Roy, respondent and petitioner, her husband and Ramon went to Palau in August 2001.^[46] He denied receiving US\$20,000.00 from petitioner but admitted that it was petitioner who paid for the plane tickets.^[47] After their Palau trip, they went into training at Western Union at the First World Center in Makati City..^[48] It was only in December 2001 that Ramon, petitioner and her mother went to Hong Kong to register the business, while he took care of petitioner's children here.^[49] In May 2002, he and Ramon went back to Hong Kong but denied having received the amount of US\$100,000.00 from petitioner but then admitted receipt of the amount of P100,000.00 which petitioner asked him to give to Charlie Chau as payment for the pieces of diamond jewelry she got from him,^[50] which Chau had duly acknowledged.^[51] He denied Enrico's testimony that petitioner gave him the amount of US\$100,000.00 in his mother's house.^[52] He claimed that no remittance business was started in Hong Kong as they had no license, equipment, personnel and money to operate the same.^[53] Upon his return to the Philippines, petitioner never asked him about the business as she never gave him such amount.^[54] In October 2002, he intimated that he and petitioner even went to Hong Kong again to buy some goods for the latter's boutique.^[55] He admitted that he loved petitioner and her children very much as there was a time when petitioner's finances were short, he gave her P600,000.00 for the enrollment of her children in very expensive schools.^[56] It is also not true that he and Ramon initiated the Hong Kong and Bangkok trips.^[57]

Ramon testified that it was his brother respondent who introduced petitioner to him.^[58] He learned of petitioner's plan of a remittance business in July 2001 and even told her that they should study it first.^[59] He was introduced to Roy Singun who operates a remittance business in Pasay and who suggested that their group observe his remittance business in Palau. After their Palau trip, petitioner decided to put up a similar business in Hong Kong and it was him who suggested to use respondent's name because of name recall.^[60] It was decided that he would manage the operation in Manila and respondent would be in charge of promotion and marketing in Hong Kong, while petitioner would be in charge of all the business finances.^[61] He admitted that he went to Hong Kong with petitioner and her mother to register said business and also to buy goods for petitioner's boutique.^[62] He said that it was also impossible for Chau to offer a part of his office building for the remittance business because there was no more space to accommodate it.^[63] He and respondent went to Hong Kong in May 2002 to examine the office recommended by Chau and the warehouse of Rudy Fernandez thereat who also offered to help.^[64] He then told Chau that the remittance office should be in

Central Park, Kowloon, because majority of the Filipinos in Hong Kong live there.^[65] He concluded that it was impossible for the business to operate immediately because they had no office, no personnel and no license permit.^[66] He further claimed that petitioner never mentioned to him about the US\$100,000.00 she gave to respondent,^[67] and that he even traveled again with petitioner to Bangkok in October 2002, and in August 2003.^[68] He denied Enrico's allegation that he saw him at his mother's house as he only saw Enrico for the first time in court.^[69]

On April 21, 2006, the RTC rendered a Decision,^[70] the dispositive portion of which reads:

WHEREFORE, accused PHILLIP SALVADOR is found GUILTY beyond reasonable doubt of the crime of Estafa under Article 315, par. 2 (a) of the Revised Penal Code and is hereby sentenced to suffer the indeterminate sentence of four (4) years, two (2) months and one (1) day of *prison (sic) correctional (sic)* maximum as minimum to twenty (20) years of *reclusion temporal maximum* as maximum and to indemnify the private complainant in the amount of ONE HUNDRED THOUSAND DOLLARS (US\$100,000.00) or its equivalent in Philippine currency.

With respect to accused RAMON SALVADOR, he is ACQUITTED for insufficiency of evidence.

SO ORDERED.^[71]

Respondent appealed his conviction to the CA. The parties filed their respective pleadings, after which, the case was submitted for decision.

On February 11, 2010, the CA rendered its Decision reversing the decision of the RTC, the decretal portion of which reads:

WHEREFORE, premises considered, the appealed decision of Branch 202 of the RTC of Las Piñas City, dated April 21, 2006, is hereby REVERSED AND SET ASIDE and accused appellant PHILLIP R. SALVADOR is ACQUITTED of the crime of Estafa.^[72]

Petitioner files the instant petition on the civil aspect of the case alleging that:

THE TRIAL COURT WAS CORRECT IN CONVICTING THE RESPONDENT SO THAT EVEN IF THE COURT OF APPEALS DECIDED TO ACQUIT HIM IT SHOULD HAVE AT LEAST RETAINED THE AWARD OF DAMAGES TO THE PETITIONER.^[73]

We find no merit in the petition.