

## SECOND DIVISION

**[ G.R. No. 143959, February 19, 2008 ]**

**PEOPLE OF THE PHILIPPINES, Appellee, vs. NORMA BOOC,  
Appellant.**

### R E S O L U T I O N

**CARPIO, J.:**

This is an appeal from the Decision<sup>[1]</sup> dated 7 June 1999 of the Regional Trial Court of Cebu, Branch 58 (trial court) in Criminal Case No. CBU-46304 for estafa. The trial court found accused-appellant Norma Booc (Booc) guilty of estafa and sentenced her to imprisonment of 22 years of *reclusion perpetua* with its accessory penalties, to indemnify the complaining witness P80,000, and to pay the costs.

This case stemmed from Booc's issuance to Msgr. Romualdo Kintanar (Fr. Kintanar) of Allied Bank Check Nos. PA 0844754 and PA 0844755 both dated 26 January 1997 for P50,000 each. On 10 December 1997, the prosecution charged Booc with estafa.

The Information against Booc reads as follows:

That in October 1996, and for sometime subsequent thereto, in the City of Cebu, Philippines, and within the jurisdiction of this Honorable Court, the said accused, with deliberate intent, with intent of gain and by means of false pretenses or fraudulent acts executed prior to or simultaneous with the commission of the fraud, to wit: knowing that she did not have sufficient funds deposited with the Allied Bank, Lapulapu-Cebu Branch, and without informing one Msgr. Romualdo Kintanar of that circumstance, with intent to defraud the latter, did then and there issue, make or draw the following checks, to wit:

<u>CHECK NO.</u>	<u>AMOUNT</u>	<u>DATE</u>
PA 0844754	P 50,000.00	January 26, 1997
PA 0844755	<u>P 50,000.00</u>	January 26, 1997

TOTAL P 100,000.00

in the total amount of P 100,000.00 which were issued in payment of an obligation, but when said checks were presented to the drawee bank for encashment the same were dishonored for reason of "Account Closed" and inspite of repeated demands made upon her to make good the checks she failed and refused, and up to the present time still fails and refuses to do, to the damage and prejudice of Msgr. Romualdo Kintanar

in the amount of P100,000.00 Philippine Currency.

CONTRARY TO LAW.<sup>[2]</sup>

The trial court established the following facts:

The prosecution's evidence shows that the private complainant, Msgr. Romualdo Kintanar is the Parish Priest of the Guadalupe Parish Church, Guadalupe, Cebu City. [Booc] was introduced to [Fr. Kintanar] by his two friends and during that meeting [Booc] has shown her interest in helping the Parish. [Fr. Kintanar] was very much impressed by the gesture of [Booc]. About a month thereafter, [Booc] came back and told [Fr. Kintanar] about her financial problem and asked him to help her. As [Booc] was told by [Fr. Kintanar] that he has no money to help her, [Booc] asked him if he could secure a loan for [her] in the amount of P100,000.00. [Fr. Kintanar] was assured by [Booc] that there would be no problem about the payment because she has the means to pay the loan on due dates [sic] and [she] promised [Fr. Kintanar] to donate more to the church. To assure further [Fr. Kintanar] of her willingness to pay and means to pay, [Booc] issued to him two (2) postdated checks in the amount of P50,000.00 each (Exhs. "A" and "B") and another postdated check of P100,000.00 as donation to the church. Hence, [Fr. Kintanar] applied for a loan with the RC Lending Investor in the amount of P100,000.00, which was readily granted. The loan was payable for three (3) months at 5% monthly interest or the amount of P115,000.00 including the monthly interest for three (3) months. The amount of P100,000.00 was in trun [sic] delivered by [Fr. Kintanar] to [Booc].

It appears that the two (2) checks (Exhs. "A" and "B") are both postdated January 26, 1997, the date when the loan matured and when the said checks were presented for payment when due, the same were dishonored for the reason that the account of [Booc] was closed, per debit advise (Exhs. "A-1" and "B-1") with the annotation "Account Closed" (Exh. "A-1-A"). [Booc] was advised or informed about the dishonor of her checks and, despite the extensions given her, [Booc] failed to redeem or make good her checks or to pay the same. And [Fr. Kintanar] was forced to pay his loan with the [sic] RC Lending Investor.

The evidence for the defense is built up by the testimony of [Booc] who has shown her desire to pay [Fr. Kintanar]. [Booc] did not deny her obligation with [sic] Fr. Kintanar and admitted having issued the bouncing checks (Exhs. "A" and "B"). That her failure to pay [Fr. Kintanar] was due to the failure of her two (2) friends to pay her the amount of money they received from her from the proceeds of the loan obtained for her by [Fr. Kintanar]. To show that she did not defraud [Fr. Kintanar], she paid the amount of P20,000.00 thru the counsel of [Fr. Kintanar] per Cash Voucher dated July 23, 1998. (Exh. "1")<sup>[3]</sup>

On 7 June 1999, the trial court rendered a decision convicting Booc of the crime charged, thus:

WHEREFORE, premises considered, judgment is hereby rendered finding the accused NORMA BOOC guilty beyond reasonable doubt of the offense

charged. Accordingly, the said accused is hereby sentenced to suffer the penalty of imprisonment of twenty-two (22) years of reclusion perpetua with its accessory penalties, to indemnify the complaining witness the sum of P80,000.00 and to pay the costs.

In view of the penalty herein imposed, the accused is hereby ordered restored to the custody of the law, and, in case of appeal, the accused is hereby ordered confined in the National Bureau of Prisons thru the Bagong Buhay Rehabilitation Center (BBRC), Cebu City, pending the resolution of her appeal.

SO ORDERED.<sup>[4]</sup>

On 24 June 1999, Booc filed a Notice of Appeal appealing the trial court's decision to the Court of Appeals.

On 21 July 2000, the Court of Appeals transmitted the records of Criminal Case No. CBU-46304 to this Court because the penalty imposed upon Booc is *reclusion perpetua*.

This Court, upon receipt of the records of the case, issued a Resolution dated 17 January 2001 requiring the parties to file their briefs. Considering that the records of the case were transmitted by the Court of Appeals to this Court, we directed the Administrator of BBRC to transfer Booc to the Correctional Institution for Women, Mandaluyong City and the Superintendent of the Correctional Institution for Women to confirm Booc's confinement within ten days from the date of receipt.

In our resolution dated 27 March 2001, we noted the letter sent by BBRC's City Jail Warden that Booc is facing charges of Estafa and Violation of BP Blg. 22 in two other courts in Cebu and that it is more practicable that she continue her stay at the BBRC. In the same resolution, we noted the withdrawal of appearance of Atty. Joel Enolpe as counsel for the accused and required Atty. Enolpe to comply with Section 26, Rule 138 of the Rules of Court within ten days from notice.

On 1 March 2002, Booc manifested that she wanted this Court to appoint a counsel *de officio* for her defense. We appointed Atty. Aleli Angela G. Quirino as Booc's counsel *de officio* on 27 May 2002. Booc filed her appellant's brief on 11 November 2002.

Booc raises the following issues:

1. Whether the two (2) postdated checks issued by Booc constitutes the efficient cause of the alleged defraudation of Kintanar;
2. Whether the two (2) postdated checks issued by Booc to Kintanar were intended as payment for an obligation contracted prior to or simultaneous with their issuance or merely as security for a pre-existing one;
3. Whether the series of extensions given by Kintanar to Booc, covering a period of nearly seven (7) months, within which she could "settle [her] overdue obligation", and not specifically to make