

FIRST DIVISION

[G.R. NO. 149937, June 21, 2007]

**ISMAEL F. MEJIA, PETITIONER, VS. PEOPLE OF THE
PHILIPPINES, RESPONDENT.**

D E C I S I O N

SANDOVAL-GUTIERREZ, J.:

Before us is a Petition for Review on *Certiorari* under Rule 45 of the 1997 Rules of Civil Procedure, as amended, assailing the Decision^[1] of the Court of Appeals dated July 27, 2001 in CA-G.R. CR No. 15066 and its Resolutions dated September 13, 2001 and October 22, 2001 denying petitioner's first and second motions for reconsideration.

The facts are:

Rodolfo M. Bernardo, Jr. was a client of Atty. Ismael F. Mejia, petitioner. Sometime in January 1985, Bernardo requested petitioner to pay his real estate taxes. Bernardo then delivered to petitioner a blank check. Petitioner wrote the amount of P27,700.00 thereon with his name as payee. Thereafter, he encashed the check. On March 14, 1985, petitioner furnished Bernardo a statement of account showing that only P17,700.00 was actually spent for realty taxes. Petitioner explained that he spent the remaining P10,000.00 for the hospitalization of his wife. Both parties treated this amount of P10,000.00 as petitioner's loan. Thereupon, petitioner requested Bernardo to lend him an additional amount of P40,000.00 as he needed the money for his wife's medication. Bernardo agreed and gave P40,000.00 more to petitioner. To secure the payment of his P50,000.00 loan, petitioner issued Philippine National Bank (PNB) Check No. 156919 dated May 15, 1985 in the amount of P50,000.00 in favor of Bernardo. Petitioner also handed to Bernardo a Promissory Note, also of the same date, stating that he will pay the loan on or before May 15, 1985.

When the check became due and demandable, petitioner requested Bernardo not to encash it until July 15, 1985. But petitioner failed to pay on that day. Instead, he asked Bernardo again to defer the encashment of the check. On October 8, 1985, Bernardo deposited the check but it was dishonored by the PNB, the drawee bank, due to petitioner's closed account. Bernardo then sent petitioner a letter informing him that the check was dishonored and demanding payment therefor. But petitioner refused to pay. He then delivered a list of his attorney's fees to Bernardo which the latter did not pay.

Eventually, Bernardo caused the filing with the Regional Trial Court, Branch 197, Pasig City an Information for violation of Batas Pambansa Blg. 22 (B.P. 22) against petitioner, thus:

That on or about the 14th day of March 1985 in the municipality of Pasig, Metro Manila, Philippines, a place within the jurisdiction of this Honorable Court, the above-named accused, did then and there willfully, unlawfully, and feloniously make out and issue a Philippine National Bank Check No. 156919 postdated May 15, 1985 in the amount of P50,000.00, in exchange for cash, well knowing that he did not have sufficient funds with the drawee bank for payment of such check in full upon presentment; that when said check was presented to the drawee bank for payment, the same was dishonored and/or refused payment for the reason "ACCOUNT CLOSED", and the said accused, despite the lapse of five (5) banking days from notice of dishonor and repeated demands made upon him, failed and refused and still fails and refuses to make good the said check or to pay the value of the check, to the damage and prejudice of said Rodolfo M. Bernardo, Jr., in the aforementioned amount of P50,000.00, Philippine Currency.

Contrary to law.

When arraigned, with the assistance of his counsel, petitioner pleaded not guilty to the offense charged. Trial ensued thereafter.

On May 21, 1993, the trial court rendered its Decision, the dispositive portion of which reads:

WHEREFORE, this Court hereby finds the accused Ismael F. Mejia guilty beyond reasonable doubt of the crime of Violation of Batas Pambansa Bilang 22, and he is hereby sentenced to pay a FINE of P50,000.00 to the Government.

Said accused is also hereby declared civilly liable to the offended party, Rodolfo M. Bernardo, Jr., and said accused is ordered to pay said offended party the value of the bouncing check in the amount of P50,000.00 with interest thereon of six percent (6%) per annum from November 15, 1985 until the same is fully paid, plus the amount of P10,000.00 as and for attorney's fees, in addition to the costs of the suit.

SO ORDERED.

On appeal, the Court of Appeals, on July 27, 2001, rendered its Decision affirming with modification the judgment of the trial court, thus:

WHEREFORE, premises considered and pursuant to applicable law and jurisprudence on the matter and on evidence at hand, judgment is hereby rendered dismissing the instant appeal. However, the decision dated May 21, 1993 of the trial court is modified deleting the award of attorney's fees since no evidence was adduced to prove such fact. All other aspects of the decision are affirmed. No pronouncement as to costs.

SO ORDERED.

Petitioner filed a motion for reconsideration but it was denied by the Court of Appeals in a Resolution dated September 13, 2001.