

THIRD DIVISION

[G.R. No. 123896, June 25, 2003]

ROSALINDA SERRANO, PETITIONER, VS. COURT OF APPEALS AND PEOPLE OF THE PHILIPPINES, RESPONDENTS.

D E C I S I O N

CARPIO MORALES, J.:

Assailed in this Petition for Review on *Certiorari* under Rule 45 of the Rules of Court are the Decision^[1] of December 18, 1992 and Resolution^[2] of February 13, 1996 of the Court of Appeals in CA-G. R. No. 10802, "People of the Philippines v. Rosalinda Serrano," which affirmed the decision^[3] of the Regional Trial Court of Pasay City, Branch 117, finding Rosalinda Serrano guilty beyond reasonable doubt of estafa through falsification of commercial documents.

Three informations were filed on June 18, 1985, charging petitioner, along with Nelia Giron (Nelia) and Edna Sibal (Edna), with estafa through falsification of commercial documents as follows:

Criminal Case No. 85-8239

That on or about the 21st day of September, 1984 in Pasay, Metro Manila, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and mutually helping one another, with intent to deceive and defraud one Ramon C. Mojica thru Centerre Bank, New York, USA, did then and there willfully, unlawfully and feloniously falsify a Centerre Bank draft No. 00362562 dated September 7, 1984 payable to cash for the amount of \$12,000.00 United States currency, by making it appear that the said draft was drawn and issued by said bank in St. Louis, Missouri (sic), USA and signed by its authorized officers, when in truth and in fact as said accused well knew, the said draft was fraudulent/fictitious in that the same was not issued by the bank and that the signature appearing thereon was not of an officer of the bank but fictitious, and once in possession of, and armed with said draft falsified in the manner aforesaid, the above-named accused, through fraudulent manifestations and false representation gave and delivered the same to Ramon C. Mojica in exchange of (sic) the sum of P246,000.00 which amount the herein accused willfully, unlawfully and feloniously converted to their personal use and benefit; that when the said draft was presented to the drawee bank for payment, the same was dishonored for being fraudulent and despite repeated demands made upon the accused to pay the amount of \$12,000.00 or its equivalent in peso, said accused failed and refused and still fails and refuses to do so, to the damage and prejudice of the complainant Ramon C. Mojica in the aforesaid amount.

Contrary to law.^[4]

Criminal Case No. 85-8238-P

That on or about the 24th day of September, 1984 in Pasay, Metro Manila, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and mutually helping one another, with intent to deceive and defraud one Ramon C. Mojica thru Centerre Bank, New York, USA, did then and there willfully, unlawfully and feloniously falsify a Centerre Bank draft No. 00362563 dated September 7, 1984 payable to cash for the amount of \$10,000.00 United States currency, by making it appear that the said draft was drawn and issued by said bank, in St. Louis, Missouri, USA, and signed by its authorized officers, when in truth and in fact as said accused well knew, the said draft was fraudulent/fictitious in that the same was not issued by the bank and that the signature appearing thereon was not of an officer of the bank but fictitious, and once in possession of, and armed with said draft falsified in the manner aforesaid, the above-named accused, through fraudulent manifestations and false representation, gave and delivered the same to Ramon C. Mojica in exchange of (sic) the sum of P160,000.00 which amount the herein accused willfully, unlawfully and feloniously converted to their personal use and benefit; that when the said draft was presented to the drawee bank for payment, the same was dishonored for being fraudulent and despite repeated demands made upon the accused to pay the amount of \$10,000.00 or its equivalent in peso, said accused failed and refused and still fails and refuses to do so, to the damage and prejudice of the complainant Ramon C. Mojica in the aforesaid amount.

Contrary to law.^[5]

Criminal Case No. 85-8237-P

That on or about the 25th day of September, 1984 in Pasay, Metro Manila, Philippines and within the jurisdiction of this Honorable Court, the above-named accused, conspiring and confederating together and mutually helping one another, with intent to deceive and defraud one Ramon C. Mojica thru Citizens National Bank, San Francisco, California, did then and there willfully, unlawfully and feloniously falsify a Citizens National Bank draft No. 68534807 dated August 24, 1984 payable to cash for the amount of \$5,000.00 United States currency, by making it appear that the said draft was drawn and issued by said bank in San Francisco, California, USA, and signed by its authorized officers when in truth and in fact as said accused well knew, the said draft was fraudulent/fictitious in that the same was not issued by the bank and that the signature appearing thereon was not of an officer of the bank but fictitious, and once in possession of, and armed with said draft falsified in the manner, aforesaid, the above-named accused, through fraudulent manifestations and false representation gave and delivered the same to Ramon C. Mojica in exchange of (sic) the sum of P102,000.00 which amount the herein

accused willfully, unlawfully and feloniously converted to their personal use and benefit; that when the said draft was presented to the drawee bank for payment, the same was dishonored and refused payment for being fraudulent and despite repeated demands made upon the accused to pay the amount of P102,000.00 or its equivalent in peso, said accused failed and refused and still fails and refuses to do so, to the damage and prejudice of the complainant Ramon C. Mojica in the aforesaid amount.

Contrary to law.^[6]

Of the three accused, only petitioner was brought to the jurisdiction of the trial court, Nelia and Edna having remained at large. When duly arraigned on February 18, 1987,^[7] petitioner entered a plea of not guilty.

The facts of the case are as follows:

On September 21, 1984, businessman Ramon C. Mojica (Mojica) contacted his friend Nelia Oliva (Oliva), who worked at Banco Filipino (the bank) in Makati, for the purpose of buying U.S. dollars for the importation of machinery spare parts for his blanket factory in Cainta, Rizal.

As Oliva told Mojica that her co-employee Mel Lazo (Mel) knew people who were in the business of selling dollars, Mojica, by telephone, talked to Mel who informed him that she was acquainted with people who had cashier's checks drawn from US banks. After the two agreed on the exchange rate at P20.50 to a US dollar and to meet at the bank, Mojica repaired that same day, September 21, 1984, to the bank where he was introduced by Oliva to Mel, petitioner and Nelia.

Petitioner then instructed Mojica to go with her and Nelia to the lobby of the then Regent of Manila Hotel (the Regent), now the Heritage Hotel, in Roxas Boulevard, Pasay City, telling him that the check to be sold to him was with a certain Edna Sibal (Sibal) who would meet them there.^[8]

At the lobby of the Regent, petitioner, Nelia and Edna presented Check No. 00362562^[9] dated September 7, 1984 drawn by and against Centerre Bank, St. Louis, Missouri, U.S.A. for \$12,000.00. Assured that it was fully funded,^[10] Mojica accepted the check in exchange for which he handed them Metrobank Cashier's Check No. CC-002880^[11] dated September 21, 1984 in the amount of P246,000.00. Nelia and petitioner later returned the cashier's check and, upon petitioner's request, Mojica replaced it with Metrobank Cashier's Check Nos. CC-002882^[12] and CC-002883,^[13] both dated September 21, 1984, for P168,000.00 and P78,000.00, respectively.

The Metrobank checks were encashed on September 24, 1984 by petitioner whose signature, address and voter's affidavit number^[14] appear at the checks' dorsal portions.

On September 24, 1984, petitioner phoned Mojica and inquired whether he was still willing to purchase some dollars, informing him that she, Nelia and Edna had another dollar check in the amount of \$10,000.00 and that they were willing to sell

the same to him at the same rate of exchange.^[15] Mojica, who accepted the offer, met with them that afternoon at the hotel, bringing with him, on their request, two cashier's checks, one for P150,000.00 and the other for P45,000.00.^[16]

At the Regent, Nelia, Edna and petitioner handed Mojica Check No. 00362563^[17] dated September 7, 1984 drawn by and against Centerre Bank, St. Louis, Missouri, U.S.A. for \$10,000.00 in exchange for Metrobank Cashier's Check Nos. 002891^[18] and 002890,^[19] both dated September 24, 1984, for P160,000.00 and P45,000.00, respectively. Nelia, Edna, and petitioner once again assured Mojica that the dollar check was sufficiently funded.^[20] On that same day, petitioner encashed the Metrobank cashier's checks.^[21]

The following day, September 25, 1984, petitioner phoned Mojica again and offered to sell a \$5,000.00 check to him at the same exchange rate of P20.50 to a U.S. dollar.^[22] Mojica agreed and as usual, as instructed, he brought a cashier's check for P102,500.00 when they met that same afternoon at the Regent.^[23]

As was their agreement, Mojica was handed by petitioner Check No. 68534807^[24] dated August 24, 1984 drawn by and against the Citizens National Bank of San Francisco, California for \$5,000.00 in exchange for Metrobank Check No. 002894^[25] dated September 25, 1982 for P102,500.00. Nelia, Edna and petitioner again assured Mojica that the dollar check was genuine and sufficiently funded.^[26] They later returned the Metrobank checks to Mojica and requested him to replace it with two checks, one for P80,000.00, and the other for P22,500.00. Obliging, Mojica delivered to them replacement Metrobank Cashier's Check Nos. CC-002897^[27] and CC-002898,^[28] both dated September 25, 1984 for P80,000.00 and P22,500.00, respectively, which checks were encashed by petitioner on the same day, September 25, 1984.^[29]

Mojica deposited the dollar checks to his Foreign Currency Deposit Unit (FCDU) Savings Account at the Cubao branch of Metrobank several weeks after which he was notified that all the dollar checks were fraudulent,^[30] drawing him to demand the return of his money from Nelia, Edna and petitioner who, however, failed to comply. Hence, the filing of the three criminal cases against them.

By Decision of May 29, 1990, the trial court found petitioner guilty beyond reasonable doubt of three (3) counts of estafa through falsification of commercial documents. The dispositive portion of the decision reads:

WHEREFORE, the Court finds the accused Rosalinda Serrano GUILTY beyond reasonable doubt for estafa thru falsification of [commercial] documents defined and penalized under paragraph 2(a) of Article 315 and paragraph 1 of Article 172 of the Revised Penal Code on three (3) counts and sentences her as follows:

1. In Criminal Case No. 85-8237-P, to an indeterminate penalty ranging from SIX (6) YEARS and ONE (1) DAY of prision mayor as minimum to EIGHT (8) YEARS of prision mayor as maximum; to indemnify Ramon C. Mojica the

amount of P102,000.00, without subsidiary imprisonment in case of insolvency and to pay 1/3 of the proportionate costs.

2. In Criminal Case No. 85-8238-P, to an indeterminate penalty ranging from TEN (10) YEARS and ONE (1) DAY of prision mayor as minimum to FOURTEEN (14) YEARS and EIGHT (8) MONTHS of reclusion temporal as maximum; to indemnify Ramon C. Mojica the amount of P160,000.00, without subsidiary imprisonment in case of insolvency and to pay 1/3 of the proportionate costs.
3. In Criminal Case No. 85-8239-P, to an indeterminate penalty ranging from TEN (10) YEARS and ONE (1) DAY of prision mayor as minimum to FOURTEEN (14) and EIGHT (8) MONTHS of reclusion temporal as maximum; to indemnify Ramon C. Mojica the amount of P246,000.00, without subsidiary imprisonment in case of insolvency and to pay 1/3 of the proportionate costs.

SO ORDERED. ^[31]

Petitioner interposed an appeal with the Court of Appeals which, by Decision of December 18, 1992, affirmed the judgment of conviction but modified the penalties as follows:

- 1.) In Criminal Case No. 85-8237-P, six (6) years and one (1) day of Prision Mayor as minimum to twelve (12) years and one (1) day of Reclusion Temporal as maximum; to indemnify private complainant Ramon C. Mojica the amount of P102,000.00 without subsidiary imprisonment in case of insolvency; and to pay 1/3 of the proportionate costs.
- 2.) In Criminal Case No. 85-8238-P, ten (10) years and one (1) day of Prision Mayor as minimum to seventeen (17) years, four (4) months and one (1) day of Reclusion Temporal as maximum; to indemnify the private complainant Ramon C. Mojica the amount of P160,000.00 without subsidiary imprisonment in case of insolvency; and to pay 1/3 proportionate costs.
- 3.) In Criminal Case No. 85-8239-P, ten (10) years and one (1) day of Prision Mayor as minimum to seventeen (17) years, four (4) months and one (1) day of Reclusion Temporal as maximum; to indemnify the private complainant Ramon C. Mojica the amount of P246,000.00 without subsidiary imprisonment in case of insolvency; and to pay 1/3 of the proportionate costs.

SO ORDERED. ^[32]

Petitioner's motion for reconsideration having been denied by the Court of Appeals by Resolution of February 13, 1996, the present petition was filed.