

SECOND DIVISION

[G.R. Nos. 146641-43, November 18, 2002]

PEOPLE OF THE PHILIPPINES, PLAINTIFF-APPELLEE, VS. RICA G. CUYUGAN, ACCUSED-APPELLANT.

D E C I S I O N

QUISUMBING, J.:

On appeal is the joint decision^[1] dated December 20, 2000, of the Regional Trial Court of Pasay City, Branch 117, in Criminal Cases Nos. 95-7580, 95-7581 and 95-7582 for three counts of estafa as defined and penalized under Article 315, paragraph 2 (d) of the Revised Penal Code. The trial court found appellant guilty beyond reasonable doubt on each count of estafa and sentenced her pursuant to P. D. No. 818 to imprisonment of 30 years of *reclusion perpetua*, and to pay the sum of ₱172,000 as indemnity in Criminal Case No. 95-7580; imprisonment of 30 years of *reclusion perpetua*, and payment of ₱172,000 as indemnity in Criminal Case No. 95-7581; and imprisonment of 30 years of *reclusion perpetua* and payment of ₱86,000 as indemnity in Criminal Case No. 95-7582.

Appellant was charged under separate informations, which read as follows:

Criminal Case No. 95-7580:

That on or about the 18th day of May 1994, in Pasay City, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court the above-named accused, Rica G. Cuyugan, defrauded and deceived private Complainant Norma Abagat in the following manner to wit: that said accused with intent to defraud and well knowing that her account with the bank was already closed, did then and there wilfully, unlawfully and feloniously, make out and issue to private Complainant the following checks:

FEBTC

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
1. 03A058536P	06-25-94	₱360,000.00
2. 03A058546P	07-22-94	36,000.00

in the total amount of P396,000.00 simultaneous with the receipt by the accused of cash money from private Complainant also in the total amount of P396,000.00 but which checks when presented to the drawee bank on their maturity dates were promptly dishonored for reasons of "Account Closed" and notwithstanding demands made on her, accused failed and refused and still fails to redeem or make good the said check's face value thereof, to the damage and prejudice of the private Complainant in the total aforesaid amount of P396,000.00.

Contrary to Law.^[2]

Criminal Case No. 95-7581:

That on or about the 25th day of May 1994, in Pasay City, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court the above-named accused, Rica G. Cuyugan, defrauded and deceived private Complainants Rodrigo and Norma Abagat in the following manner to wit: that said accused with intent to defraud and well knowing that her account with the bank was already closed, did then and there wilfully, unlawfully and feloniously make out and issue to private Complainants the following checks:

FEBTC

<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
1. 03A058480P	07-25-94	P300,000.00
2. 03A059550P	08-13-94	9,000.00

in the total amount of P309,000.00 simultaneous with the receipt by the accused of cash money from private Complainants Rodrigo and Norma Abagat, respectively, valued in the total amount of P309,000.00 but which checks when presented to the drawee bank on their maturity dates were promptly dishonored for reasons of "Account Closed" and notwithstanding demands made on her, accused failed and refused and still fails to redeem or make good the said check's face value thereof, to the damage and prejudice of the private Complainants in the total aforesaid amount of P309,000.00.

Contrary to Law.^[3]

Criminal Case No. 95-7582:

That on or about the 12th day of May 1994, in Pasay City, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the above-named accused defrauded and deceived private Complainant Norma Abagat in the following manner to wit: that the accused with intent to defraud and well-knowing that her account with the bank has no sufficient funds, wilfully, unlawfully and feloniously make out and issue to the private Complainant Far East Bank and Trust Company Check No. 03A058532P postdated June 10, 1994 in the amount of P150,000.00 simultaneous with, for and in consideration of cash money from private Complainant in the total amount of P150,000.00 but which check when presented to the drawee bank on maturity date was promptly dishonored for reason of "Drawn Against Insufficient Funds" (DAIF) and notwithstanding demands on her, accused failed and refused and still fails and refuses to redeem or make good the said check or its value, to the damage and prejudice of the private Complainant in the total aforesaid amount of P150,000.00.

Contrary to Law.^[4]

Inasmuch as the three cases are interrelated, involving the same parties and similar causes of action, they were consolidated.

On October 18, 1995 appellant was arraigned, and with the assistance of counsel, pleaded not guilty. A joint trial on the merits ensued thereafter.

The prosecution presented complaining witnesses, Rodrigo Abagat and Norma David Abagat.

RODRIGO ABAGAT testified that he is engaged in the business of supplying dry goods, such as materials for building construction as well as communication parts, to the Philippine Air Force. In the morning of May 10, 1994, he narrated that he was at the Villamor Airbase together with his wife, Norma David Abagat, and appellant Rica Cuyugan. He and his wife met with appellant at the Villamor Golf Club to discuss the matter of appellant's dire need for money on account of the supplies she wanted to buy for the Philippine Armed Forces.^[5] He said that they gave appellant, on staggered basis, the amount totaling to P855,000. They agreed to give her the amount provided that appellant would issue checks to cover the value of the money given her.^[6]

When the checks were presented for payment, they were all dishonored either on account of DAIF (drawn against insufficient funds) or for reason of ACCOUNT CLOSED.^[7] He forthwith informed appellant of the dishonor of the checks by sending her a demand letter on January 12, 1995.^[8] Despite repeated demands, appellant failed to make good the checks, which constrained the Abagat spouses to file in May 1995 a complaint for estafa against appellant. It was only then that they filed the complaint as they gave appellant an opportunity to settle her obligations to no avail.^[9]

On cross-examination, Rodrigo admitted that appellant is a family friend and is in fact related by affinity to his wife. He likewise admitted that he received from appellant the sum of P100,000 applied against the check drawn in his favor.^[10]

NORMA DAVID ABAGAT substantially corroborated the testimony of her husband. She accompanied her husband when he met with appellant and witnessed the exchange of money and checks between them.

On cross-examination Norma admitted that the checks issued by appellant were mere guarantees for the return of their money.^[11]

The defense presented appellant RICA G. CUYUGAN. She testified that she is a businesswoman who furnished the Armed Forces of the Philippines (AFP) with office supplies, construction materials, and signal and communication spare parts. She had been engaged in this business since 1977. She affirmed that her husband is the cousin of private complainant Norma Abagat.^[12]

Appellant stated that it was Norma Abagat who requested that the Abagats participate in the big supply project for the Philippine Army. The Abagat spouses gave her P150,000 which represented the P135,000 principal as partner for that construction project with the Philippine Army and the remaining P15,000 representing the 10% profit share.^[13] In return, she issued a postdated check covering the P150,000 as proof that the Abagat spouses had invested their money with her.^[14]

She claimed that she was the industrial partner as she did all the legwork in getting the projects. They then shared in the profits after deducting all the miscellaneous expenses.

She issued another postdated check worth P360,000 in exchange for the P270,000 that Norma Abagat gave her, less expenses and profit share. She also issued another check for P36,000 representing interest for four months at P9,000 per month.^[15] On account of another deal she closed with the Philippine Army, she issued to Norma another check worth P300,000 as the latter's share in said deal, and a check worth P9,000 as interest for the former.^[16]

Appellant made payments to the Abagat spouses by depositing the total amount of P575,000 in the latter's bank account with Maybank (formerly Philippine Republic Bank).^[17]

She further testified on cross-examination that when the checks bounced, she issued four replacement checks in the sala of the trial judge but these checks also bounced.^[18]

ADELARDO GUEVARRA, bank account analyst at Maybank Philippines, Villamor Airbase branch, testified that as part of his duties and functions he posted and recorded deposit accounts and withdrawals.^[19] He claimed to be familiar with the Maybank account of Rodrigo Abagat and that deposits were made in said account but he had no knowledge who deposited these amounts.^[20]

LT. COL. RAMOS L. AQUINO, Logistics Supply Officer of the Philippine Army, was the final witness for the defense. He testified that he knew appellant quite well and the latter had introduced him to Norma Abagat who owned NDA Trading. He also affirmed that appellant dealt with the Philippine Army in supplying it with materials for certain projects.^[21]

The trial court found appellant guilty beyond reasonable doubt of estafa committed by means of false pretenses or fraudulent acts executed prior to or simultaneously with the commission of the fraud, that is by postdating a check or issuing a check in payment of an obligation when the offender had no funds in the bank, or his funds deposited therein were not sufficient to cover the amount of the check.^[22]

Hence this appeal where appellant assigns the lone error that:

THE TRIAL COURT ERRED IN FINDING ACCUSED APPELLANT RICA G. CUYUGAN GUILTY BEYOND REASONABLE DOUBT OF THREE (3) COUNTS OF ESTAFA.

The issue is whether the trial court erred in convicting appellant for three counts of estafa and sentencing her pursuant to Article 315, 2 (d) of the Revised Penal Code as amended by P.D. No. 818.

Appellant contends that the agreement entered into by her and the Abagat spouses was for a partnership transaction for the supply of materials for the Armed Forces. She further asserts that the Abagat spouses had known her for a long time and had previous business dealings with her. It was actually on account of her good credit standing that they were convinced to become her partners. She issued the subject checks as mere guarantees, according to appellant, hence they were postdated.