

FIRST DIVISION

[G. R. No. 141466, January 19, 2001]

**ELIZA T. TAN, PETITIONER, VS. PEOPLE OF THE PHILIPPINES,
RESPONDENT.**

D E C I S I O N

PARDO, J.:

The case is an appeal from a decision of the Court of Appeals^[1] affirming *in toto* that of the Regional Trial Court, Quezon City, Branch 95 finding petitioner Eliza T. Tan guilty of violation of B.P. 22 and sentencing her to imprisonment of one year with costs, and to pay complainant Fidel M. Francisco, Jr. the sum of P23,739.09, with legal rate of interest from January 5, 1994, until fully paid.

The facts, as found by the Court of Appeals, are as follows:^[2]

"Accused-appellant Eliza is the Vice-President of Hometown Development, Inc. (HDI), owner/developer of the South Garden Homes, located at Salitran, Dasmarinas, Cavite. Fidel [M. Francisco, Jr.] is the president of the construction firm F.M. Francisco & Associates (FMF).

"On January 28, 1992, Eliza, representing HDI, and Fidel, for FMF, entered into a Construction Agreement whereby the FMF was hired by Eliza to undertake land development (construction of roads, railings, curbs, and gutters) at the South Garden Homes. Among others, the Construction Agreement set forth that the manner of payment would be on a monthly progress billing based on accomplishment reports to be submitted by the FMF.

"Based on the testimony of Fidel, it would appear for the prosecution that when Eliza failed to pay, both parties terminated the contract. For its accomplishment for the month of November 1992, FMF was paid P23,739.09 by Eliza with Philtrust Bank Check No. A000913 dated February 28, 1993.

"Upon presentment for payment, however, subject check was dishonored. After receipt of the notice of dishonor, Fidel verbally notified Eliza and the latter promised to pay. Later on, when Eliza still did not pay, Fidel sent her a demand letter by registered mail. Failing to heed his demand letter, Eliza was charged in court.

"Meanwhile, Eliza presented a different version of the case altogether. According to accused-appellant, she initially issued for (4) checks with P50,000.00 each to FMF as advance partial payment as per voucher No.

1575 dated July 25, 1992, to wit:

"Check #	Amount	Date
861776	P50,000.00	August 15, 1992
861777	50,000.00	August 30, 1992
861778	50,000.00	Sept. 15, 1992
861779	50,000.00	Sept. 30, 1992"

"When FMF failed to accomplish land development in Cavite, the Construction Agreement was terminated and Eliza asked for the return of the four (4) above-mentioned checks. With the excuse, however, that Check No. 861776 dated August 15, 1992 got lost, Fidel gave back only three (3) of the for (4) checks.

"As their accounting records reflected that HDI still had an account of P46,000.00 with FMF, and at the behest of Fidel, Eliza issued to the latter, two (2) checks: Philtrust Bank Check Nos. A000904 and A000913 dated January 30, 1993 and February 28, 1993, respectively, each for P23,739.09, as replacement checks for the one that got lost.

"She replaced later on these two (2) checks with cash as evidenced by the acknowledgement signature of Fidel on Voucher No. 2028 dated March 30, 1993.

"Subsequently, it was realized by HDI's accounting department that Philtrust Bank Check Nos. A000904 and A000913 had already been replaced with cash and so a request to stop payment of these two (2) checks were made by Eliza to the bank.

"Accused-appellant maintains that Philtrust Bank Check No. A000913 was dishonored not because it was drawn against insufficient funds but precisely because of her order to stop payment therefor. She stressed that although that bank had stamped "DAUD" in subject check upon its presentment on March 2, 1993, she had sufficient funds to cover the check because at that time, she had a credit limit of P25 million with Philtrust Bank. This allegation was supported by Aileen Sy, representative of the Philippine Trust Bank who confirmed in Court that had there been no stop payment request received by their bank as early as January 27, 1993, the amount of P23,739.09 covered by subject Philtrust Bank Check No. A000913 could have been withdrawn on March 2, 1993 because of the available credit limit of P5 million. This was the reason why, at the dorsal portion of subject check is written under the column Reason for Return, at No. 1 thereof: "Payment Stopped Funded."

"In rebuttal, the wife of Fidel, Erlinda S. Francisco, disputes the allegation of Eliza who used to be her friend especially on her husband having allegedly received payment in cash in exchange for Philtrust Bank Check Nos. A000904 and A0009013 and suspects the genuineness of Voucher No. 2028 dated March 30, 1992. For one, Mrs. Francisco asserts that whenever she pays them (FMF) Eliza paid in checks and never in cash and vouchers were already prepared typewritten unlike Voucher No. 2028