

FIRST DIVISION

[G.R. No. 130366, May 21, 2001]

**LILIA T. AARON, PETITIONER, VS. HON. TEOFILO L. GUADIZ, JR.,
PRESIDING JUDGE OF THE REGIONAL TRIAL COURT OF MAKATI
CITY, BRANCH 147, HON. TEOFISTO T. GUINGONA, JR.,
SECRETARY OF JUSTICE AND SPOUSES RENATO S. LIRIO AND
JOCELYN C. LIRIO, RESPONDENTS.**

D E C I S I O N

PARDO, J.:

At issue in this petition for *certiorari* is whether the Regional Trial Court, Branch 147, Makati City acted with grave abuse of discretion when it dismissed the criminal charges against private respondents for estafa. The petition is to set aside the order^[1] dated March 31, 1997, granting the motion to withdraw the information against spouses Lirio.

The facts are not disputed. On March 29, 1995, petitioner Lilia T. Aaron filed with the Makati City Prosecutor's Office a complaint-affidavit^[2] for estafa against respondent spouses Lirio. The complaint-affidavit states:

"I, LILIA T. AARON, of legal age, married and with office address at 23rd Floor Makati Tuscany, 6751 Ayala Avenue, Makati City, after having been duly sworn to in accordance with law, hereby depose and say, that:

"1. I am engaged in the buy-and-sell of real estate;

"2. On 22 January 1995, I inspected a residential house and lot located at No. 304 Apo Street, Ayala Alabang Village, Muntinlupa, Metro Manila owned by the Spouses Renato and Jocelyn Lirio and covered by TCT No. 149433. A copy of said TCT is hereto attached as Annex "A";

"3. On the same occasion, we proceeded to Dulcinea, together with our brokers, namely: ZDMARLIN FATIMA CULABA, MA. LOURDES H. POSADAS and MA. LUISA NAVEA, where we had preliminary negotiations;

"4. The following day (23 Jan. 1995) I met Mr. Renato Lirio at Café Kristina, Hotel Nikko Manila Garden and with his representation that he and his wife are willing to sell the said property in the amount of PESOS: (P /14.5M) FOURTEEN MILLION FIVE HUNDRED THOUSAND PESOS: (THIRTEEN MILLION EIGHT HUNDRED THOUSAND P / 13.8M net to Renato Lirio) "Deed of Conditional Sale" on 24 January 1995 upon my payment of PESOS: FOUR MILLION FIVE HUNDRED THOUSAND (P /4.5M), I paid Renato Lirio the amount of PESOS: FIVE HUNDRED

THOUSAND (P /500,000.00) on the said date of 23 January 1995. A copy of the temporary receipt dated 23 January 1995 is hereto attached as Annex "B";

"5. On 25 January 1995, Renato Lirio induced me to sign the "Deed of Conditional Sale" and the promise that his wife will sign the same later and he took from me the original copy of the "Deed of Conditional Sale". Relying on his representation and assurance that the same will be signed by his wife, I again paid him the amount of PESOS: FOUR MILLION FIVE HUNDRED THOUSAND (P /4.5M) through a Manager's Check. Copies of the "Deed of Conditional Sale" and the handwritten receipt of Renato Lirio are hereto attached as Annexes "C" and "D", respectively;

"6. Upon the proddings of Mr. Renato Lirio, I paid him on 13 February 1995 the additional sum of PESOS: FIFTY-ONE THOUSAND FIVE HUNDRED SEVEN (P /51,507.00), as according to him he will use said amount in paying the interest of his loan with Citibank;

"7. On 20 February 1995, I again paid Mr. Renato Lirio the amount of PESOS: FIVE MILLION FIVE HUNDRED THIRTY THOUSAND FIVE HUNDRED NINETEEN (P /5,530,519.00), representing his mortgage loan with Citibank. Copy of the receipt dated 20 February 1995 is hereto attached as Annex "E";

"8. On 22 February 1995, I again paid Mr. Renato Lirio the amount of PESOS: EIGHT HUNDRED THOUSAND (P /800,000.00) as evidenced by the receipt hereto attached as Annex "F";

"9. Before I paid Mr. Lirio the above amounts, he was always telling me that the original copy of the "Deed of Conditional Sale" signed by his wife will be delivered to me but that I should pay him the amounts stated therein. I trusted him that he would not deceive or defraud me, I called on his representation that the original of the document will be eventually given to me already, signed by his wife and consequently, I paid him the said amounts. But after payment, he would make excuses that either his wife is sick, busy or some other reasons that the document will just follow;

"10. On 28 February 1995, when Renato Lirio was asking for the full payment or the balance of PESOS: TWO MILLION FOUR HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT & 04/100 (P /2,477,728.04), I and my husband did not agree until and unless Renato Lirio produces the original copy of the "Deed of Conditional Sale" signed by his wife;

"11. However, Renato Lirio was not able to produce said original copy with his wife's signature. Instead, with his sinister scheme, he offered that a "Deed of Absolute Sale" on the property will be signed by him and his wife upon my full payment of the balance of P /2.4 Million. As I felt I was on the losing end, I and my husband agreed to pay the balance provided that the "Deed of Conditional Sale" will be signed by Renato Lirio's wife. Again, Renato Lirio told us that his wife is busy and that we

should set the meeting on another date;

"12. Since 28 February 1995, our brokers have been communicating with Renato Lirio to arrange a meeting with me but he and his wife were always not available. Until finally, a meeting was arranged for 13 March 1995 and I prepared the balance of the purchase price. However, it was again moved to 15 March 1995;

"13. On 14 March 1995, Renato Lirio arrived two (2) hours after our appointed time. It was on the said meeting that he demanded for an additional sum of PESOS: ONE THOUSAND (P /1,000.00) for each square meter or a total of PESOS: SEVEN HUNDRED SEVENTY-FOUR THOUSAND (P /774,000.00) as according to him the price of the property has gone up. I flared up and told him that he was the one who caused the delay and I further informed him that I will sue him;

"14. After the incident of 15 March 1995, my brokers tried to arrange a meeting between Renato Lirio and me to settle the matter but to no avail, as Renato Lirio was deliberately avoiding a meeting with me;

"15. I would not have parted with my money in the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND (P 11,381,000.00) were it not for the representations and assurances of Mr. Renato Lirio as above mentioned;

"16. The spouses Renato and Jocelyn Lirio conspired with each other in falsely pretending to sell their property, by inducing me to sign the "Deed of Conditional Sale" and with the use thereof, both spouses through Renato Lirio fraudulently obtained from me the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND, more or less. As a matter of fact, in one instance when I made payment to Renato Lirio, it was his wife Jocelyn, who was at their office in Makati, who informed me that Mr. Lirio was waiting for me and that the papers were with him;

"17. The above circumstances with the false pretenses and fraudulent acts and representations of Mr. Renato Lirio were witnessed by our brokers, namely: ZDMARLIN FATIMA CULABA, MA. LOURDES H. POSADAS and MA. LUISA NAVEA;

"18. As a consequence, I was defrauded and damaged in the total amount of PESOS: ELEVEN MILLION THREE HUNDRED EIGHTY-ONE THOUSAND (P/11,381,000.00), representing the payments obtained by Renato Lirio from me;

On September 8, 1995, Assistant Prosecutor George B. de Joya filed with the Regional Trial Court, Branch 147, Makati City an information^[3] for estafa against spouses Renato S. Lirio and Jocelyn C. Lirio.

On September 11, 1995, respondents filed an "Urgent Motion For Non-Issuance Of Warrant of Arrest Against the Accused And Motion For the Dismissal Of The Case