

## FIRST DIVISION

[ G.R. No. 143231, October 26, 2001 ]

**ALBERTO LIM, PETITIONER, VS. PEOPLE OF THE PHILIPPINES,  
RESPONDENT.**

### D E C I S I O N

**DAVIDE, JR., C.J.:**

In his petition for review on *certiorari* filed in this case petitioner seeks to set aside the decision<sup>[1]</sup> of the Court of Appeals of 24 April 2000 in CA-G.R. No. 21016 which affirmed *in toto* the decision<sup>[2]</sup> of the Regional Trial Court of Quezon City, Branch 90, finding petitioner Alberto Lim (hereafter ALBERTO) guilty of twelve (12) counts of violation of Batas Pambansa Blg. 22, otherwise known as the Bouncing Checks Law.

This case stemmed from the filing on 15 July 1993 of twelve (12) informations for violations of B.P. 22 against ALBERTO before the Regional Trial Court of Quezon City. The informations were docketed as Criminal Cases Nos. Q-93-46489 to 93-46500. The information in Criminal Case No. Q-93-46489 reads as follows:

The undersigned accuses Alberto Lim of a Violation of Batas Pambansa Bilang 22, committed as follows:

That on or about the month of May 1992, Quezon City, Philippines, the said accused ALBERTO LIM did then and there willfully, unlawfully and feloniously make or draw and issue to ROBERT T. LU to apply on account or for value METROBANK Check No. 206033 postdated November 6, 1992 payable to the order of CASH in the amount of P250,000.00, Philippine Currency, said accused well knowing that at the time of issue he did not have sufficient funds in or credit with the drawee bank for payment of such check in full upon its presentment, which check when presented for payment was subsequently dishonored by the drawee bank for Account Closed and despite receipt of notice of such dishonor, said accused failed to pay said complainant the amount of said check or to make arrangement for full payment of the same within five (5) banking days after receiving said notice.

CONTRARY TO LAW.<sup>[3]</sup>

The other informations are similarly worded except for the number of the checks and their amounts and dates of issue. They are hereunder itemized as follows:

Criminal Case No.	Check No.	Postdated	Amount
Q-93-46490	206031	5 November 1992	P250,000.00

Q-93-46491	206022	5 November 1992	P300,000.00
Q-93-46492	206023	6 November 1992	P300,000.00
Q-93-46493	206056	6 November 1992	P15,000.00
Q-93-46494	206055	6 November 1992	P15,000.00
Q-93-46495	206066	7 November 1992	P12,500.00
Q-93-46496	206064	6 November 1992	P12,500.00
Q-93-46497	206030	5 November 1992	P200,000.00
Q-93-46498	206061	5 November 1992	P10,000.00
Q-93-46499	206062	5 November 1992	P12,500.00
Q-93-46500	206054	5 November 1992	P15,000.00 <sup>[4]</sup>

Upon motion of the prosecution, the twelve cases were consolidated and jointly tried.

At arraignment, ALBERTO pleaded not guilty.<sup>[5]</sup>

The evidence for the prosecution shows that sometime in the month of May 1992, ALBERTO issued to private complainant Robert Lu (hereafter, ROBERT), for purpose of rediscounting, sixty-four (64) Metrobank checks, including the twelve (12) checks subject of the informations filed in these cases. The checks were signed by ALBERTO in the presence of ROBERT at the latter's office located at the Elco Building, 202 E. Rodriguez Boulevard, Quezon City. Upon the respective dates of maturity, each of the twelve (12) checks were deposited by ROBERT at the Roosevelt Branch of the United Coconut Planters Bank, which, however, were all dishonored by the drawee bank for the reason "Account Closed." ROBERT then immediately informed ALBERTO of the fact of dishonor and demanded payment of the amounts of the checks. ALBERTO explained to ROBERT that he encountered some financial difficulties and would settle the account in two or three weeks time. When ALBERTO failed to make good on his promise, ROBERT endorsed the case to his lawyer who sent a demand letter dated 29 December 1992 to ALBERTO. ALBERTO received the demand letter on 9 January 1993. For failure to settle his account within the seven days grace period provided in the demand letter, ALBERTO caused the filing of the twelve informations subject of the instant case.

For his defense, ALBERTO alleged that sometime in 1989, Sarangani Commercial, Inc. (hereafter Sarangani Inc.) issued to ROBERT seven checks as payment for its obligation to the latter in the amount of P1,600,000. ALBERTO, as guarantor, affixed his signature in all of the seven checks. When the said seven checks bounced, ALBERTO issued more than three hundred checks, including the twelve checks which were the subject of the present case, as replacements. He further alleged that ROBERT had already received the total amount of P4,021,000 from the

proceeds of the replacements checks, which amount is more than the total obligation of Sarangani, Inc. which was accommodated by him. Thus, the principal of the said obligation as well as all interest thereof, if any, have already been fully covered by said payments. It is therefore the contention of ALBERTO that with the full payment of the accommodated obligation, the twelve checks subject of the present case have no valuable consideration.

On 10 October 1996, the trial court, rejecting the contentions of the defense, rendered a decision finding ALBERTO guilty of violation of B.P. Blg. 22 in each of the twelve cases. The dispositive part of the decision reads:

WHEREFORE, the accused Alberto Lim, being guilty beyond reasonable doubt of committing the crimes charged in the informations in these twelve (12) cases for Violation of B.P. Blg. 22, is hereby sentenced: to suffer six (6) months of imprisonment in each of these twelve (12) cases Criminal Cases Nos. Q-93-46489 to Q-93-46500, (inclusive) and to pay to the private complainant Robert Lu the twelve (12) checks in question in these cases in the total amount of ONE MILLION, THREE HUNDRED NINETY TWO THOUSAND, FIVE HUNDRED PESOS (P1,392, 500.00) with interest thereon at 12% per annum from the date of the filing of these cases, July 15, 1993, until the said amount is fully paid, with costs.

SO ORDERED.

Not satisfied, ALBERTO filed a motion for reconsideration which was denied by the trial court.<sup>[6]</sup> On appeal, the Court of Appeals affirmed *in toto* the decision of the trial court, hence, the present petition raising the following arguments:

1. The petitioner is not guilty of violating Batas Pambansa Bilang 22 as the subject checks lack valuable consideration.
2. In any event, the factual setting of the present case warrants leniency in the imposition of criminal penalty on petitioner.<sup>[7]</sup>

We find petition without merit.

The conviction of ALBERTO must be sustained. The law enumerates the elements of B.P. Blg. 22 to be (1) the making, drawing and issuance of any check to apply for account or for value; (2) the knowledge of the maker, drawer, or issuer that at the time of issue he does not have sufficient funds in or credit with the drawee bank for the payment of the check in full upon its presentment; and (3) the subsequent dishonor of the check by the drawee bank for insufficiency of funds or credit or dishonor for the same reason had not the drawer, without any valid cause, ordered the bank to stop payment.<sup>[8]</sup>

The issuance of the twelve checks and its subsequent dishonor were admitted by ALBERTO. His defense rests solely on the payment of the obligation by Sarangani, Inc. including its interests, which was allegedly accommodated by him. ALBERTO

insists that as a guarantor, he merely issued the twelve checks to replace the bad checks that were previously issued by Sarangani, Inc., and considering that the total amount of the checks encashed by ROBERT have exceeded the amount of the bad checks including the interest, then the twelve checks already lack valuable consideration.

The issue of whether the twelve checks were issued merely to accommodate the obligation of Sarangani, Inc. as well as the issue of payment of the said obligation are factual issues which are best determined by the trial court. Well-settled is the rule that the factual findings and conclusions of the trial court and the Court of Appeals are entitled to great weight and respect, and will not be disturbed on appeal in the absence of any clear showing that the trial court overlooked certain facts or circumstances which would substantially affect the disposition of the case.<sup>[9]</sup> The jurisdiction of this court over cases elevated from the Court of Appeals is confined to the review of errors of law ascribed to the Court of Appeals whose findings of fact are conclusive, absent any showing that the findings by the respondent court are entirely devoid of any substantiation on record.<sup>[10]</sup>

In the instant case, we see no reason to disturb the factual findings of the trial court which has been affirmed *in toto* by the Court of Appeals. ALBERTO's allegation that the checks were issued to replace or accommodate the bad checks of Sarangani, Inc. is not worthy of belief. The seven(7) checks issued by Sarangani, Inc. were all dated and dishonored in September 1989. The twelve (12) checks including the other fifty-two (52) checks were all dated November 1992, hence the same cannot be a replacement of the bad checks which were dishonored as far back as three years ago.

In addition, even the corresponding amount of the checks negates said conclusion. The total amount of the seven (7) checks, representing the obligations of Sarangani, Inc., is only P1,600,000,<sup>[11]</sup> while the sum total of the twelve (12) checks and the remaining fifty-two checks is P7,455,000.<sup>[12]</sup> If we add the P7,455,000 to the value of the more than three hundred checks, which ALBERTO alleged to have been issued also in payment of the said obligation then the total amount of all the replacement checks will be P111,476,000.

Moreover, records show that the twelve(12) checks and the other fifty-two (52) checks were issued sometime May 1992 and all postdated 1992,<sup>[13]</sup> whereas the 330 checks which were submitted to prove the fact of payment were all encashed before the issuance of the said checks. Thus, if full payment was made as early as July 22, 1991, the date of the last check of the 330 checks, why would ALBERTO issue the twelve (12) checks and the fifty-two (52) checks, if not for a consideration other than to answer for an obligation which was already paid. Hence, the 330 checks submitted by the defense did not prove that the twelve checks were not issued for valuable consideration. On the contrary, it supported the version of the prosecution that the checks were issued for rediscounting and not as replacements for the bad checks of Sarangani, Inc., as claimed by ALBERTO.

Further, if indeed it were true as claimed by ALBERTO that the indebtedness covered by the checks sued upon has been paid, the petitioner should have redeemed or taken the checks back in the ordinary course of business. But the same checks remained in the possession of the complainant who asked for the satisfaction of the