

THIRD DIVISION

[G.R. No. 134498, November 13, 2001]

**CELIA M. MERIZ, PETITIONER, VS. PEOPLE OF THE PHILIPPINES,
RESPONDENT.**

D E C I S I O N

VITUG, J.:

A maxim in statutory construction mandates that **penal statutes should be strictly construed against the state and liberally in favor of the accused**. The phrase, truly, may not be a mere cliché but, so also, it is not meant to wrongly shield an accused from criminal liability.

On appeal to this Court is the decision, dated 06 July 1999, of the Court of Appeals (6th Division), in CA-G.R. No. 18985 affirming *in toto* the decision of the court *a quo* in Criminal Case No. 90-5598 to Criminal Case No. 5601, inclusive, which found Celia M. Meriz, herein petitioner, guilty beyond reasonable doubt of having transgressed Batas Pambansa ("BP") Bilang 22.

Petitioner was engaged in the business of manufacturing garments for export using the name and style of "Hi-Marc Needlecraft." During the course of her business undertakings, she obtained a number of loans from Amelia Santos (Santos) and Summit Financing Corporation. Sometime in 1988, petitioner issued in favor of Santos four Pilipinas Bank Checks in the aggregate amount of P188,400.00. Santos deposited the checks with her bank. The checks, however, were later returned, with the notation "Insufficient Funds" stamped on the dorsal portion of each check,^[1] by the depository bank.

On 15 December 1988, Santos, through her counsel, sent a telegram to petitioner, reading -

"Unless your bounced checks for Two Hundred Twenty-Six Thousand Three Hundred Pesos paid in cash in three (3) days, [we] shall institute criminal action."^[2]

Despite the warning, petitioner failed to settle her account. On 05 January 1990, another demand letter was sent; it read:

"Your account with Mr. and Mrs. Leonardo G. Santos as of December 1, 1989 has amounted to P285,773.90.

"In this connection we demand that you settle this account within seven (7) days from receipt hereof. Failing to do so, we might be constrained to take legal action, including damages and attorney's fees."^[3]

On 12 January 1990, petitioner acknowledged the letter-demand; she wrote thusly:

"Dear Mr. Santos,

"RE: OUR OUTSTANDING ACCOUNT OF P285,733.90

"With reference to the DEMAND LETTER dated January 5, 1990 [sent] to us by your counsel Vicente P. Fernando, we would like to request from you to please give us a little more time to settle said account with you.

"Business has not been good the past year and up to now we haven't collected yet from our buyer. We've been doing all possible means to generate funds and be able to settle our account. For the meantime, all we ask from you is give us more time.

"We thank you for the consideration.

"Very truly yours,

"(Sgd.) CELIA M. MERIZ"^[4]

Still, petitioner did not settle the obligation.

In due time, four informations for violation of BP 22 were filed before Branch 147 of the Regional Trial Court of Makati City; to wit:

Criminal Case No. 90-5598 -

"That on or about the 30th day of September, 1988, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the said accused being then the authorized signatory of Hi-Marc Needle Craft, did then and there willfully, unlawfully and feloniously make or draw and issue to Amelia A. Santos, to apply on account or for value the check described below:

Check No.
01587894
Drawn Against 135 Sen. Gil Puyat Ave.
Pilipinas Bank - Makati, Metro Manila

In the amount of
P47,100.00
Dated
September 30,
1988
Payable to
Amelia Santos

said accused well knowing fully that at the time of issue Hi-Marc Needlecraft had no sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment which check when presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for the reason `Drawn against insufficient funds/Account Closed'

and despite receipt of notice of dishonor, the accused and or Hi-Marc Needlecraft failed to pay said payee the face amount of said check or to make arrangement for full payment thereof, within five (5) banking days after receiving notice."^[5]

Criminal Case No. 90-5599 -

"That on or about the 31st day of October, 1988, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the said accused being then the authorized signatory of Hi-Marc Needle Craft, did then and there willfully, unlawfully and feloniously make or draw and issue to Amelia A. Santos, to apply on account or for value the check described below:

Check No.
01587895
Drawn Against 135 Sen. Gil Puyat Ave.
Pilipinas Bank - Makati, Metro Manila

In the amount of
P47,100.00
Dated October
31, 1988
Payable to
Amelia Santos

said accused well knowing fully that at the time of issue Hi-Marc Needlecraft had no sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment which check when presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for the reason `Drawn against insufficient funds/Account Closed' and despite receipt of notice of dishonor, the accused and or Hi-Marc Needlecraft failed to pay said payee the face amount of said check or to make arrangement for full payment thereof, within five (5) banking days after receiving notice."^[6]

Criminal Case No. 90-5600 -

"That on or about the 30th day of November, 1988, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the said accused being then the authorized signatory of Hi-Marc Needle Craft, did then and there willfully, unlawfully and feloniously make or draw and issue to Amelia A. Santos, to apply on account or for value the check described below:

Check No.
01587896
Drawn Against 135 Sen. Gil Puyat Ave.
Pilipinas Bank - Makati, Metro Manila

In the amount of
P47,100.00
Dated November
30, 1988
Payable to
Amelia Santos

said accused well knowing fully that at the time of issue Hi-Marc Needlecraft had no sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment which check when presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for the reason `Drawn against insufficient funds' and despite receipt of notice of dishonor, the accused and or Hi-Marc Needlecraft failed to pay said payee the face amount of said check or to make arrangement for full payment thereof, within five (5) banking days after receiving notice."^[7]

Criminal Case No. 90-5601 -

"That on or about the 15th day of December, 1988, in the Municipality of Makati, Metro Manila, Philippines, and within the jurisdiction of this Honorable Court, the said accused being then the authorized signatory of Hi-Marc Needle Craft, did then and there willfully, unlawfully and feloniously make or draw and issue to Amelia A. Santos, to apply on account or for value the check described below:

Check No.
01587897
Drawn Against 135 Sen. Gil Puyat Ave.
Pilipinas Bank - Makati, Metro Manila

In the amount of
P47,100.00
Dated December
15, 1988
Payable to
Amelia Santos

said accused well knowing fully that at the time of issue Hi-Marc Needlecraft had no sufficient funds in or credit with the drawee bank for the payment in full of the face amount of such check upon its presentment which check when presented for payment within ninety (90) days from the date thereof was subsequently dishonored by the drawee bank for the reason `Drawn against insufficient funds' and despite receipt of notice of dishonor, the accused and or Hi-Marc Needlecraft failed to pay said payee the face amount of said check or to make arrangement for full payment thereof, within five (5) banking days after receiving notice."^[8]

Pleas of "not guilty" were entered by the accused at the arraignment. Trial ensued with both parties submitting their respective cases. On 16 March 1994, the trial