



**Republic of the Philippines
Supreme Court
Manila**

FIRST DIVISION

LEONORA B. RIMANDO,
Petitioner,

G.R. No. 203583

Present:

- versus -

**SPOUSES WINSTON and
ELENITA ALDABA and
PEOPLE OF THE
PHILIPPINES,**

SERENO, C.J., Chairperson,
LEONARDO-DE CASTRO,
BERSAMIN,
PEREZ, and
PERLAS-BERNABE, JJ.

Respondents.

Promulgated:

OCT 13 2014

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DECISION

PERLAS-BERNABE, J.:

Before the Court is a petition for review on *certiorari*¹ assailing the Decision² dated July 25, 2012 and the Resolution³ dated September 25, 2012 of the Court of Appeals (CA) in CA-G.R. CV No. 96528, which affirmed the Decision⁴ dated October 28, 2010 of the Regional Trial Court of Manila, Branch 15 (RTC) in Criminal Case No. 04-227211 acquitting petitioner Leonora B. Rimando (Rimando) of the crime of *estafa*, but nonetheless, held her civilly liable to respondents-spouses Winston and Elenita Aldaba (Sps. Aldaba) in the amount of ₱500,000.00.

The Facts

An Information dated January 21, 2004 was filed before the RTC charging Rimando of the crime of *estafa* through the use of false

¹ *Rollo*, pp. 7-23.

² *Id.* at 77-92. Penned by Associate Justice Amy C. Lazaro-Javier with Associate Justices Mariflor P. Punzalan Castillo and Victoria Isabel A. Paredes, concurring.

³ *Id.* at 93.

⁴ *Id.* at 26-43. Penned by Pairing Judge Carmelita S. Manahan.

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manifestations and fraudulent representations (*estafa* case).⁵ According to the prosecution, Rimando enticed Sps. Aldaba to invest in her business under the assurance that it is stable and that their money would earn 8% monthly interest.⁶ Convinced by Rimando's proposal and taking into consideration their long friendship, Sps. Aldaba gave Rimando a check in the amount of ₱500,000.00 as investment in her business. In turn, Rimando gave Sps. Aldaba three (3) postdated checks, one for ₱500,000.00 and the other two (2) for ₱40,000.00 each, and made them sign an investment contract with Multitel International Holding Corporation (Multitel). Upon maturity of the checks, Sps. Aldaba attempted to encash the same but were dishonored for being drawn against insufficient funds.⁷ This prompted Sps. Aldaba to demand Rimando to make good the said checks, but to no avail. Hence, they were constrained to file a criminal complaint for *estafa* against her.⁸

In her defense, Rimando denied her friendship with Sps. Aldaba and that she enticed them to invest in her own business, as she had none. According to her, she only referred them to Multitel Investment Manager Jaimelyn⁹ Cayaban who handled their investment.¹⁰ She also maintained that she only issued the three (3) postdated checks to accommodate them while waiting for the check from Multitel, but when the latter issued the check, Sps. Aldaba refused to accept it so she can be held liable in case their investment fails.¹¹

Meanwhile, Sps. Aldaba also filed a criminal case against Rimando for violation of Batas Pambansa Bilang (BP) 22¹² before the Metropolitan Trial Court of Manila, Branch VI, docketed as Crim. Cases Nos. 407191-193 (BP 22 cases).¹³ On July 7, 2010, Rimando was acquitted¹⁴ in the BP 22 cases on the ground of reasonable doubt, with a declaration that the act or omission from which liability may arise does not exist.

The RTC Ruling

In a Decision¹⁵ dated October 28, 2010, the RTC acquitted Rimando of the crime of *estafa*, but found her civilly liable to Sps. Aldaba in the amount of ₱500,000.00. It found the absence of the element of deceit as Sps. Aldaba were fully aware that they would be investing their money in

⁵ Id. at 78-79.

⁶ Id. at 79-80. See also id. at 28-32.

⁷ Id.

⁸ Id. at 11.

⁹ Jaymilyn in some parts of the record.

¹⁰ *Rollo*, pp. 33-34.

¹¹ Id. at 33-34. See also id. at 35-36.

¹² Entitled "AN ACT PENALIZING THE MAKING OR DRAWING AND ISSUANCE OF A CHECK WITHOUT SUFFICIENT FUNDS OR CREDIT AND FOR OTHER PURPOSES."

¹³ See *rollo*, p. 112.

¹⁴ See MeTC Decision; id. at 112-129.

¹⁵ Id. at 26-43.

Multitel and not in Rimando's purported business. Nevertheless, the RTC ruled that as an accommodation party to one of the checks she issued to Sps. Aldaba on behalf of Multitel, Rimando should be held liable to Sps. Aldaba for the corresponding amount of ₱500,000.00.¹⁶

Aggrieved, Rimando appealed to the CA. In her Appellant's Brief¹⁷ dated October 29, 2011, she contended that her acquittal and exoneration from the civil liability in the BP 22 cases should have barred Sps. Aldaba from claiming civil liability from her in the *estafa* case.¹⁸

The CA Ruling

In a Decision¹⁹ dated July 25, 2012, the CA affirmed the RTC Ruling. It held that a prosecution for violation of BP 22 is distinct, separate, and independent from a prosecution for *estafa*, albeit they may both involve the same parties and transaction. As such, Rimando's acquittal and subsequent exoneration from civil liability in the BP 22 cases does not automatically absolve her from civil liability in the *estafa* case.²⁰

Rimando moved for reconsideration, which was, however, denied in a Resolution²¹ dated September 25, 2012, hence, this petition.

The Issue Before the Court

The primordial issue for the Court's resolution is whether or not the CA correctly upheld Rimando's civil liability in the *estafa* case despite her acquittal and exoneration from civil liability in the BP 22 cases.

The Court's Ruling

The petition is without merit.

At the outset, the Court notes that Rimando's acquittal in the *estafa* case does not necessarily absolve her from any civil liability to private complainants, Sps. Aldaba. It is well-settled that "the acquittal of the accused does not automatically preclude a judgment against him on the civil aspect of the case. The extinction of the penal action does not carry with it

¹⁶ Id. at 42-43.

¹⁷ Id. at 44-53.

¹⁸ Id. at 50-52.

¹⁹ Id. at 77-92.

²⁰ Id. at 89.

²¹ Id. at 93.

the extinction of the civil liability where: (a) the acquittal is based on reasonable doubt as only preponderance of evidence is required; (b) the court declares that the liability of the accused is only civil; and (c) the civil liability of the accused does not arise from or is not based upon the crime of which the accused is acquitted. However, the civil action based on delict may be deemed extinguished if there is a finding on the final judgment in the criminal action that the act or omission from which the civil liability may arise did not exist or where the accused did not commit the acts or omission imputed to him.”²²

In this case, Rimando’s civil liability did not arise from any purported act constituting the crime of *estafa* as the RTC clearly found that Rimando never employed any deceit on Sps. Aldaba to induce them to invest money in Multitel. Rather, her civil liability was correctly traced from being an accommodation party to one of the checks she issued to Sps. Aldaba on behalf of Multitel. In lending her name to Multitel, she, in effect, acted as a surety to the latter, and as such, she may be held directly liable for the value of the issued check.²³ Verily, Rimando’s civil liability to Sps. Aldaba in the amount of ₱500,000.00 does not arise from or is not based upon the crime she is charged with, and hence, the CA correctly upheld the same despite her acquittal in the *estafa* case.

In this relation, the CA is also correct in holding that Rimando’s acquittal and subsequent exoneration in the BP 22 cases had no effect in the *estafa* case, even if both cases were founded on the same factual circumstances. In *Nierras v. Judge Dacuycuy*,²⁴ the Court laid down the fundamental differences between BP 22 and *estafa*, to wit:

What petitioner failed to mention in his argument is the fact that deceit and damage are essential elements in Article 315 (2-d) Revised Penal Code, but are *not* required in Batas Pambansa Bilang 22. Under the latter law, mere issuance of a check that is dishonored gives rise to the presumption of knowledge on the part of the drawer that he issued the same without sufficient funds and hence punishable which is not so under the Penal Code. Other differences between the two also include the following: (1) a drawer of a dishonored check may be convicted under Batas Pambansa Bilang 22 even if he had issued the same for a *pre-existing* obligation, while under Article 315 (2-d) of the Revised Penal Code, such circumstance negates criminal liability; (2) specific and different penalties are imposed in each of the two offenses; (3) *estafa* is

²² *Dayap v. Sendiong*, 597 Phil 127, 141 (2009).

²³ “The relation between an accommodation party and the party accommodated is, in effect, one of principal and surety – the accommodation party being the surety. It is a settled rule that a surety is bound equally and absolutely with the principal and is deemed an original promisor and debtor from the beginning. The liability is immediate and direct. It is not a valid defense that the accommodation party did not receive any valuable consideration when he executed the instrument; nor is it correct to say that the holder for value is not a holder in due course merely because at the time he acquired the instrument, he knew that the indorser was only an accommodation party.” (*Aglibot v. Santia*, G.R. No. 185945, December 5, 2012, 687 SCRA 283, 297-298; citations omitted.)

²⁴ 260 Phil 6 (1990).

essentially a crime against property, while violation of Batas Pambansa Bilang 22 is principally a crime against public interest as it does injury to the entire banking system; (4) violations of Article 315 of the Revised Penal Code are *mala in se*, while those of Batas Pambansa Bilang 22 are *mala prohibita*.²⁵


Owing to such differences, jurisprudence in *People v. Reyes*²⁶ even instructs that the simultaneous filing of BP 22 and *estafa* cases do not amount to double jeopardy:

While the filing of the two sets of Information under the provisions of Batas Pambansa Bilang 22 and under the provisions of the Revised Penal Code, as amended, on *estafa*, may refer to identical acts committed by the petitioner, the prosecution thereof cannot be limited to one offense, because a single criminal act may give rise to a multiplicity of offenses and where there is variance or differences between the elements of an offense is one law and another law as in the case at bar there will be no double jeopardy because what the rule on double jeopardy prohibits refers to identity of elements in the two (2) offenses. Otherwise stated, prosecution for the same act is not prohibited. What is forbidden is prosecution for the same offense. Hence, the mere filing of the two (2) sets of information does not itself give rise to double jeopardy.²⁷

Essentially, while a BP 22 case and an *estafa* case may be rooted from an identical set of facts, they nevertheless present different causes of action, which, under the law, are considered “separate, distinct, and independent” from each other. Therefore, both cases can proceed to their final adjudication – both as to their criminal and civil aspects – subject to the prohibition on double recovery.²⁸ Perforce, a ruling in a BP 22 case concerning the criminal and civil liabilities of the accused cannot be given any bearing whatsoever in the criminal and civil aspects of a related *estafa* case, as in this instance.

WHEREFORE, the petition is **DENIED**. Accordingly, the Decision dated July 25, 2012 and the Resolution dated September 25, 2012 of the Court of Appeals in CA-G.R. CV No. 96528 are hereby **AFFIRMED**.

SO ORDERED.


ESTELA M. PERLAS-BERNABE
Associate Justice

²⁵ Id. at 10-11; citations omitted.

²⁶ G.R. Nos. 101127-31, November 18, 1993, 228 SCRA 13.

²⁷ Id. at 17-18; citation omitted.

²⁸ See *Lim v. Kou Co Ping*, G.R. No. 175256, August 23, 2012, 679 SCRA 114, 131.

WE CONCUR:




MARIA LOURDES P. A. SERENO

Chief Justice

Chairperson

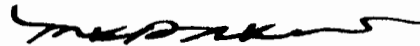

TERESITA J. LEONARDO-DE CASTRO
Associate Justice


LUCAS P. BERSAMIN
Associate Justice


JOSE PORTUGAL PEREZ
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARIA LOURDES P. A. SERENO

Chief Justice